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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY
BECK, and SARAH CHRISTIAN,
individually, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **23CV008763**

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

Hearing Date: July 11, 2025

Hearing Time: 9:00 a.m.

[*Hearing scheduled by Order dated February 24,
2025*]

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: October 6, 2022

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 Ruth Oyeniyi Abe, Misty Beck and Sarah Christian
4 ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I could
6 testify competently to the matters stated herein. This declaration is being submitted in support to the
7 Plaintiffs' motion for final approval of the class settlement, including attorneys' fees, costs and service
8 award. I attest that I have reviewed the Court's Checklist for Approval of Class Action and/or Private
9 Attorneys General Act ("PAGA") Settlements and that the briefing related to the Motion for Final
10 Approval complies with the checklist as required by Local Rule 2.99.05.

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

1 3. Summary of the Proposed Settlement.

2 (a) A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and
3 Release ("Stipulation of Settlement" or "Agreement") between the parties is attached hereto as Exhibit
4 #2. Plaintiffs and Defendant United Cerebral Palsy of Greater Sacramento, Inc. ("Defendant") reached
5 a full and final settlement of the above-captioned action, which is embodied in the Agreement filed
6 concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid
7 by Defendants is One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) (the "Maximum
8 Settlement Amount") (Agreement at ¶ 15(c).) Under the Settlement, the Maximum Settlement Amount
9 consists of the following elements: (1) payment of the Settlement Awards to the Class Members; (2) all
10 Class Counsel's attorneys' fees and litigation costs; (3) the enhancement award to the class
11 representatives; (4) the PAGA penalty payment to the LWDA and the PAGA Shares to the PAGA
12 Members; and (5) settlement administration expenses. (Stipulation of Settlement at ¶ 15(c).)

13 (b) The Maximum Settlement Amount does not include Defendant's share of payroll taxes which
14 Defendant will pay in addition to the Maximum Settlement Amount. (Stipulation of Settlement at ¶
15 15(c).) The Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant.
16 (Stipulation of Settlement at ¶ 15(c).)

17 (c) Defendant will pay to the Settlement Administrator the Maximum Settlement Amount after
18 the Effective Date and on on October 31, 2025. (Stipulation of Settlement at ¶ 21.) The distribution
19 of Individual Class Payments to Participating Class Members along with the other Court-approved
20 distributions shall be made by the Administrator within thirty-five (35) days after the Effective Date.
21 (Stipulation of Settlement at ¶ 5.1.)

22 (d) The "Net Settlement Amount," the amount available for potential distribution to Class
23 Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) all Class Counsel's
24 attorneys' fees and litigation costs; (ii) the enhancement award to the class representatives; (iii) the PAGA
25 penalty payment to the LWDA and the PAGA Shares to the PAGA Members as described further below;
26 and (iv) settlement administration expenses. (Stipulation of Settlement at ¶ 15(c).) The Settlement
27 Administrator will calculate the amount to be paid to Class Members on a per workweek basis as
28 Settlement Awards by dividing the Net Settlement Amount by the aggregate number of weeks worked

1 by all Class Members. (Stipulation of Settlement at ¶ 15(c)(i).) Workweeks will initially be based on
2 Defendant's records, however, Class Members will have the right to challenge the number of workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
4 the Court by mailing the notice packets after updating class members' addresses using the National
5 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
6 Nathalie Beltran ("Beltran Decl.") ¶¶ 6-7. Class Members were provided with the opportunity to exclude
7 themselves or "opt out" if they did not want to participate in the settlement. Beltran Decl. ¶¶ 7, 11, Exh.
8 A. Significantly, there have been no objections and only eight (8) requests to opt-out. Beltran Decl. ¶¶
9 11-12. Therefore, almost all of the Class Members (99.55%) are deemed Participating Class Members
10 who are bound by the Settlement and will be entitled to receive a Settlement Share. (All PAGA
11 Members, including those who submit a Request for Exclusion, will still be paid their PAGA Share and
12 will remain subject to the release of the Released PAGA Claims regardless of their Request for Exclusion
13 from the Class. (Stipulation of Settlement at ¶ 7.) Finally, the Class Notice advises the Class Members
14 of their right to object to the Settlement. (Stipulation of Settlement at ¶ 23 and Ex. A.)

15 (f) A Class Member must cash his or her Individual Class Payment check within 180 days after
16 it is mailed. (Stipulation of Settlement at ¶ 21.) Any settlement checks not cashed within 180 days will
17 be voided and any funds represented by such checks will be sent pursuant to California Code of Civil
18 Procedure section 384(b)(3) to Koinonia Family Services, a non-profit 501(c)(3) organization with child
19 advocacy programs in the State of California, as the cy pres recipient, subject to Court approval.
20 (Stipulation of Settlement at ¶ 21.)

21 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
22 at ¶ 16) . The Administrator will be paid for settlement administration in an amount not to exceed
23 \$13,000. (Stipulation of Settlement at ¶ 15(c)(vii).) ILYM provided an estimate of \$11,150 for
24 administration expenses. As set forth in the Beltran Decl. at ¶ 15, the settlement administration
25 expenses, including fees and costs incurred to-date, as well as anticipated fees and costs for completion
26 of the settlement administration, are \$11,150.

27 (h) Subject to Court approval, the Stipulation of Settlement provides for Class Counsel to be
28 awarded a sum not to exceed 33 1/3% of the Maximum Settlement Amount, as the Class Counsel Fees

1 Payment. (Stipulation of Settlement at ¶ 17.) Class Counsel will also be allowed to apply separately for
2 an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000.
3 (Stipulation of Settlement at ¶ 17.) Subject to Court approval, the Stipulation of Settlement provides for
4 a payment of no more than \$10,000 each to Plaintiffs as their Enhancement Awards. (Stipulation of
5 Settlement at ¶ 15(c)(vi).) In support of these requests for attorneys' fees, reimbursement of expenses and
6 service award, Class Counsel is providing evidentiary support, including lodestar.

7 (i) Subject to Court approval, the Parties have agreed to a PAGA allocation to be paid from the
8 Maximum Settlement Amount for PAGA penalties under the California Private Attorneys General Act,
9 Cal. Labor Code Section 2698, et seq. ("PAGA") in the amount of \$27,000. (Stipulation of Settlement
10 at ¶ 15(c)(ii).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall
11 be allocated as follows: Seventy-five percent (75%) of this amount, or in other words \$20,250.00, will
12 be paid out of the Maximum Settlement Amount to the LWDA of the State of California, and the
13 remaining twenty-five percent (25%), or in other words \$6,750.00, will be distributed to the PAGA
14 Members based on the number of weeks worked by PAGA Members during the PAGA Period.
15 (Stipulation of Settlement at ¶ 15(c)(ii).) As set forth in the accompanying proof of service, the LWDA
16 has been served with this motion and the Stipulation of Settlement.

17 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
18 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
19 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 2.) In sum, the Settlement valued
20 at \$1,350,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
21 that liability and class certification in this case were far from certain in light of the defenses asserted by
22 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
23 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
24 reasonable and adequate, and should be finally approved.

25
26 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
27 dated February 24, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
28 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.

1 On April 10, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members,
2 which provided each class member with the terms of the Settlement, including notice of the claims at
3 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
4 were being sought, how individual settlement awards would be calculated, and the specific, estimated
5 payment amount to that individual. See Beltran Decl., at ¶ 7, Exh. A. In disseminating the notice, the
6 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
7 Significantly, there have been no objections and only nine (9) requests to opt-out. Beltran Decl. ¶¶ 11-12.
8 As such, almost the entire Class (99.55%) will participate in the Settlement and will be sent a settlement
9 check. *See* Beltran Decl. at ¶¶ 13-14.

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

19
20 6. Procedural History of the Litigation

21 (a) On January 17, 2024, Plaintiffs Misty Beck and Sarah Christian filed with the LWDA and
22 served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code
23 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.
24 On January 31, 2024, Plaintiffs Misty Beck and Sarah Christian filed a complaint against Defendant in
25 Placer County, under Case No. S-CV-0052082, alleging violations of PAGA, Labor Code section 2698,
26 et seq.

27 (b) On September 20, 2023, Plaintiff Ruth Oyeniye Abe filed a complaint against Defendant in
28 the Sacramento County Superior Court, under Case No. 23CV008763, on behalf of herself and other

1 non-exempt employees who worked for Defendant in California alleging claims of failure to pay
2 minimum wages under Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages under
3 Labor Code section 510, failure to provide required meal periods under Labor Code sections 226.7 and
4 512, failure to provide required rest periods under Labor Code sections 226.7 and 512, failure to provide
5 accurate itemized wage statements under Labor Code section 226, failure to reimburse employees for
6 required expenses under Labor Code section 2802, failure to provide wages when due under Labor Code
7 sections 201, 202 and 203, failure to pay sick pay wages under Labor Code sections 201-203, 233 and
8 246, and violation of Business and Professions Code section 17200, et seq.

9 (c) On September 3, 2024, and pursuant to the Settlement, Plaintiff Ruth Oyeniye Abe filed a First
10 Amended Class and Representative Action Complaint to include all Plaintiffs and all Released Class
11 Claims and Released PAGA Claims ("Operative Complaint" or "Action").

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
13 law and motion attacking the pleadings, informal discovery, and the production of hundreds of pages of
14 documents, class data, and other information, allowing for the full and complete analysis of liabilities and
15 defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1)
16 data concerning the class; (2) payroll data and time punch data covering 28,933 shifts (which was then
17 extrapolated by the expert to the entire Class); (3) Defendants' wage and hour policies; (4) the
18 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As
19 such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs'
20 expert to prepare the valuations of the claims for the Class.

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

28 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior

1 to mediation, the Parties engaged in the above investigation and the exchange of documents and
2 information in connection with the Action. On May 1, 2024, the Parties participated in an all-day
3 mediation presided over by Russ J. Wunderli, a respected and experienced mediator of wage and hour
4 class actions. Following the mediation, each side, represented by its respective counsel, were able to
5 agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
6 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
7 Agreement. At all times, the negotiations were arm's length and contentious.

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

22 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
23 discovery was obtained, which included the production of hundreds of pages of documents. Class
24 Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance
25 of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
26 information to make an informed judgment regarding the likelihood of success on the merits and the
27 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
28 settlements with other employers in actions involving nearly identical issues and analogous defenses.

1 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
2 Counsel believes that the settlement with Defendant on the terms set forth in the Stipulation of Settlement
3 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and
4 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
5 appellate issues.

6

7 7. History of Settlement Discussions

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

14 (b) The Parties attended an arms-length mediation session with Russ J. Wunderli, a respected and
15 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
16 for the mediation, Defendant provided Class Counsel with payroll and employment data and other
17 information regarding the Class Members, various internal documents, and other compensation and
18 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
19 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
20 terms were negotiated and set forth in the Stipulation of Settlement now presented for this Court's
21 approval.

22 (c) Following mediation, in October 2024 the Agreement was finalized and executed, and on
23 January 24, 2025 for the Motion for Preliminary Approval was filed. On February 24, 2025, the Court
24 issued its Preliminary Approval Order granting preliminary approved of the settlement as fair, adequate,
25 and reasonable to the Class.

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

28

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

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

20 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
21 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
22 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
23 propriety of class certification, arguing that individual issues precluded class certification. Defendant also
24 argued that the existence of arbitration agreements with many class members would preclude certification
25 of the Class. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
26 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery
27 even where the class has been certified. While other cases have approved class certification in wage and
28 hour claims, class certification in this action was hotly disputed and the maintenance of a certified class

1 through trial was by no means a foregone conclusion.

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

17 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
18 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
19 approval which discussed the value of the class claims in detail, the Maximum Settlement Amount
20 compares favorably to the value of the claims. Based upon 2,012 Participating Class Members who
21 collectively worked an estimated 114,634 workweeks, the Maximum Settlement Amount provides an
22 average value of \$670 per Class Member and \$11.77 per workweek and after deductions the Net
23 Settlement Amount provides an average recovery of \$401.01 per Class Member and a recovery of \$7.03
24 per workweek. The calculations to compensate for the amount due for the Class at the time of the
25 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims
26 are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
27 wages for the employees. The maximum potential damages were calculated to be \$2,097,265 for the
28 alleged unpaid wages due to off-the-clock work at 1 hour per week, \$2,238 for the alleged unpaid wages

1 due to the regular rate miscalculation, \$14,769 for the alleged unpaid wages due to sick pay, \$1,275,014
2 for alleged meal period damages based upon a 20% potential violation rate for shifts observed in the time
3 records, \$3,482,552 for alleged rest period damages based upon a potential 44.7% violation rate observed
4 for shifts observed in the time records, \$133,630 for alleged unreimbursed business expenses for personal
5 cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendants
6 were subject to a maximum damage claim in the amount of \$7,005,469. As to potential penalties,
7 Plaintiffs calculated that potential waiting time penalties were a maximum range of between \$767,090
8 and \$2,764,860, depending on the predicate violation, and potential maximum wage statement penalties
9 were \$1,824,900.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories.
10 Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the
11 Maximum Settlement Amount of \$1,350,000 represents more than 19.2% of the maximum value of the
12 alleged damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent
13 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
14 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
15 penalties, even if wages were owed to the Class. The above maximum calculations should then be
16 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
17 liability on all claims. Given the amount of the settlement as compared to the potential value of claims
18 in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the
19

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

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

28 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
settlement where the settlement amount constituted approximately 25% of the estimated overtime

1 goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. Currently, the maximum and average class member
5 allocation are \$1,794.81 and \$401.02, respectively. *See* Beltran Decl. ¶ 14. Given the complexities of
6 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
7 reasonable and adequate, and should be finally approved.

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

13
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendants to the Class in the amount of One Million Three Hundred Fifty
19 Thousand Dollars (\$1,350,000) (Agreement at ¶ 15(c).) As part of the settlement, the parties agreed to
20 an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
21 Fees Payment. (Agreement at ¶ 15(c).) By this motion, Class Counsel respectfully requests approval of

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

1 the Class Counsel Fees Payment in an amount equal to one-third of the Maximum Settlement Amount.

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

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

12
13 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
14 Created for the Benefit of the Class

15 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
16 of the Maximum Settlement Amount of \$1,350,000 which equals \$450,000 for attorneys’ fees. As part
17 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
18 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally,
19 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the
20 amount of \$10,000 each, as their service awards under the Agreement.

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

26 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
27 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
28 with his fee. The attorney working on a contingent basis can only log hours while working without pay

1 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
2 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
3 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
4 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
5 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
6 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
7 of other similar cases where the court dismissed the class allegations or denied class certification. Under
8 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

19 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
20 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
21 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
22 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
23 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
24 defense presented by counsel for Defendants. Over the last years of litigation, Class Counsel was
25 required to invest substantial time and resources in investigation, litigation, the determination of potential
26 damages and communicating with and responding to opposing counsel's and class members' requests
27 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 Plaintiffs 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 \$12,000 in costs which could not have been recovered if this case had been
11 lost. The Plaintiffs 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 Plaintiffs also support the requested awards.

15 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
16 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
17 one-third equal to \$450,000 is also established by reference to Class Counsel's lodestar in this matter.
18 **The billing records for Class Counsel evidence that through June 13, 2025, Class Counsel's lodestar**
19 **is \$216,993.75, with significant additional fees still to be incurred to complete final approval and**
20 **the settlement process. (Exhibit #3 [lodestar of \$140,643.75]; Declaration of Kent Bradbury [“Bradbury**
21 **Decl.”] at ¶¶ 18-19 [lodestar of \$76,350]). The requested fee award is therefore currently equivalent to**
22 **Class Counsel's lodestar with a reasonable multiplier cross-check of less than 2.1, and there will be**
23 **additional lodestar incurred by Class Counsel to complete the settlement process and manage the**
24 **settlement distribution and reports. Such cross-check is within the range of positive multipliers approved**
25 **in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As**

26
27 ⁴ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
28 *supra*, at 1051(3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
(2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.

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

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

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

25 _____
26 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
27 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
28 *v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

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

1 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
2 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
3 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
4 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
5 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
6 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
7 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
8 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
9 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
10 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
11 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
12 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
13 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
14 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
15 reasonable in light of the fees that have been awarded in other similar cases.

16 12. **The contemporaneous billing records for Class Counsel evidence that through June**
17 **13, 2025, Class Counsel's combined lodestar is \$216,993.75, with significant additional fees still to**
18 **be incurred to complete final approval and the settlement process. (Exhibit #3 [lodestar of**
19 **\$140,643.75]; Bradbury Decl. at ¶¶ 18-19 [lodestar of \$76,350]).** From February 20, 2023 to June 13,
20 2025, my firm worked on this matter for over 191 hours, with hourly rates for attorneys ranging from
21 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$140,643.75. The
22 requested fee award is therefore currently equivalent to Class Counsel's lodestar with a reasonable
23 multiplier cross-check of less than 2.1, and there will be additional lodestar incurred by Class Counsel
24 to complete the settlement process and manage the settlement distribution and reports. A detailed
25 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
26 Exhibit #3. Class Counsel will be performing significant additional work that is not included in this
27 lodestar amount, including finalizing the final approval motion, attending the hearing on final approval,
28 and monitoring completion of the settlement process. I expect this additional work will result in \$20,000

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

26 A. The attorneys at my firm who worked on this matter are detailed in Exhibit #1.

27 All of these attorneys have spent their time in employment litigation and/or
28 complex litigation during their years of employment with my firm. Their detailed

billing by task and time is set forth in Exhibit #3, and a summary is as follows:

Time Keeper	Quantity	Rate	Total
AJ Bhowmik (Partner Attorney - 18+ years)	16.0	\$895.00	\$14,320.00
Norm Blumenthal (Partner Attorney - 50+ years)	8.25	\$995.00	\$8,208.75
Scott Blumenthal (Associate Attorney - 4+ years)	26.6	\$450.00	\$11,970.00
Nicholas De Blouw (Partner Attorney - 13+ years)	37.7	\$850.00	\$32,045.00
Ricardo Ehmann (Associate Attorney - 18+ years)	9.5	\$675.00	\$6,412.50
Jeffrey Herman (Associate Attorney - 13+ years)	0.3	\$750.00	\$225.00
Charlotte James (Associate Attorney - 9+ years)	27.25	\$550.00	\$14,987.50
Piya Mukherjee (Associate Attorney - 14+ years)	23.75	\$750.00	\$17,812.50
Kyle Nordrehaug (Partner Attorney - 25+ years)	31.65	\$950.00	\$30,067.50
Victoria Rivapalacio (Associate Attorney - 13+ years)	3.0	\$750.00	\$2,250.00
Andrew Ronan (Associate Attorney - 8+ years)	1.9	\$550.00	\$1,045.00
Gerardo Galaviz (Paralegal)	5.2	\$250.00	\$1,300.00
Quantity Total			191.1
Subtotal			\$140,643.75

B. Gerardo Galaviz as a paralegal at my firm and I verify that he meets the requirements of Business & Professions Code section 6450 *et seq.* Mr. Galaviz holds an ABA approved A.S. degree in Paralegal Studies, a B.A. in political science, a Master of Legal Studies (MLS) in human resources and employment. Mr. Galaviz has been a paralegal in the employment law field for eleven years and he is in compliance with CLE requirements (eight hours every two years). Mr. Galaviz's hourly billing rate and hours worked as outlined in Exhibit #3 are reasonable and usual for the services rendered.

1
2 Litigation Expenses

3 13. The Agreement provides at paragraph 17, that Class Counsel may seek a “Class
4 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel requests
5 reimbursement for incurred litigation expenses and costs in the combined amount of \$12,251.61. My
6 firm has incurred expenses of \$7,847.64 on this matter based upon our billing records. The litigation
7 expenses incurred by my firm include the expenses incurred for filing fees, mediation expenses,
8 expert expenses (Berger Consulting and Creal & Creal), and attorney service charges (Knox,
9 OneLegal), all of which are costs normally billed to and paid by the client. The details of the litigation
10 expenses incurred by my firm are set forth in Exhibit #3. These costs were reasonably incurred in the
11 prosecution of the Action.
12

13 Service Award

14 14. Plaintiffs respectfully submit that for their service as class representatives, Plaintiffs
15 should be awarded the agreed service award of \$10,000, each, in accordance with the Agreement for
16 their time, risk and effort expended on behalf of the Class as the class representative. (Agreement at ¶
17 15(c)(vi).) Defendant has agreed to these payments and there have been no objections to the
18 requested service awards. The Plaintiffs’ declarations in support of this request is attached hereto as
19 Exhibits #5, 6 and 7. As the representatives of the Class, Plaintiffs performed their duties to the Class
20 admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course
21 of the litigation, responding to numerous requests, searching for documents, working with counsel,
22 and reviewing the settlement documentation. As set forth in the Agreement, Plaintiffs are also
23 providing a comprehensive release as part of the Settlement, far beyond the class release. The
24 Plaintiffs’ declarations detail the involvement, stress and risks they undertook as a result of this
25 Action. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to
26 Defendant, as well as the reputational risk of being “blacklisted” by other future employers for having
27 filed a class action on behalf of employees. Without the Plaintiffs’ participation, cooperation and
28 information, no other employees would be receiving any benefit. The payment of a service award to a

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

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

1 *Taylor v. TIC - The Industrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-
2 186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

20 16. As a result, Class Counsel respectfully requests approval of the application for award
21 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
22 litigation expenses in the amount of \$12,251.61, and approval of the requested service awards to each
23 of the Plaintiffs.

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/).

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The Class Counsel Fees Payment awarded shall be allocated 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Castle Law: California Employment Counsel, PC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of June 2025, at San Diego, California.

/s/ Norman Blumenthal

NORMAN B. BLUMENTHAL

EXHIBIT #1

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FIRM RESUME

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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

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

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

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

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

Admitted: 2006, California

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Awards: Rising Star 2015

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Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Admitted: 2016, California

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

Scott Blumenthal

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Admitted: 2020, New Mexico

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Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart 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 Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameritrust, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil 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 America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević 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; Porrás 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. 19STCY30808; 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 County, 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, an individual,
on behalf of herself and on behalf of
all persons similarly situated, of

Plaintiff,

v.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV008331

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

Complaint Filed: September 20, 2023
FAC Filed: September 3, 2024
Trial Date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Stipulation of Settlement") is made and entered into by and between Ruth Oyenyi Abe, Misty Beck and Sarah Christian, as individuals and on behalf of all similarly situated and aggrieved employees

1 (collectively, “Plaintiffs”), and United Cerebral Palsy of Greater Sacramento, Inc. (“Defendant”).

2 This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs
3 seeks to represent, and on: (i) Defendant; (ii) each of Defendant’s respective, present and future
4 parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation,
5 limited liability company or partnership; (iii) the past, present and future board members, directors,
6 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
7 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
8 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
9 jointly liable with any of the foregoing (collectively, “Released Parties”). The Settlement
10 contemplated by this Stipulation of Settlement may hereinafter be referred to as the “Settlement.”

11 THE PARTIES STIPULATE AND AGREE as follows:

12 1. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

13 2. On September 20, 2023, Plaintiff Ruth Oyeniyi Abe filed a complaint against
14 Defendant in the Sacramento County Superior Court, under Case No. 23CV008763, on behalf of
15 herself and other non-exempt employees who worked for Defendant in California alleging claims
16 of failure to pay minimum wages under Labor Code sections 1194, 1197 and 1197.1, failure to pay
17 overtime wages under Labor Code section 510, failure to provide required meal periods under
18 Labor Code sections 226.7 and 512, failure to provide required rest periods under Labor Code
19 sections 226.7 and 512, failure to provide accurate itemized wage statements under Labor Code
20 section 226, failure to reimburse employees for required expenses under Labor Code section 2802,
21 failure to provide wages when due under Labor Code sections 201, 202 and 203, failure to pay
22 sick pay wages under Labor Code sections 201-203, 233 and 246, and violation of Business and
23 Professions Code section 17200, *et seq.*

24 3. On January 17, 2024, Plaintiffs Misty Beck and Sarah Christian sent a letter to the
25 Labor and Workplace Development Agency (“LWDA”) alleging violations of the Private
26 Attorneys General Act (“PAGA”) against Defendant for the “Released PAGA Claims,” as defined
27 below.
28

1 4. On January 31, 2024, Plaintiffs Misty Beck and Sarah Christian filed a complaint
2 against Defendant in Placer County, under Case No. S-CV-0052082, alleging violations of PAGA,
3 Labor Code section 2698, *et seq.*

4 5. After Plaintiffs' service of the Action, the Parties explored settlement by
5 exchanging pre-settlement documents and data, including a randomly selected sample of time
6 clock and payroll records. After the pre-mediation production and assessment, the Parties engaged
7 in arms-length settlement negotiations and participated in private mediation before a well-
8 respected mediator. The Parties reached an arms-length Settlement of the Action at the mediation,
9 and executed a confidential Memorandum of Understanding at mediation, which has been
10 memorialized into this Stipulation of Settlement.

11 6. On September 3, 2024, and pursuant to the Settlement, Plaintiff Ruth Oyeniyi Abe
12 filed a First Amended Class and Representative Action Complaint to include all Plaintiffs and all
13 Released Class Claims (defined below) and Released PAGA Claims (defined below) ("Operative
14 Complaint" or "Action"). The "Class Period" is from September 20, 2019 through August 8, 2024.
15 The "PAGA Period" is from September 20, 2022 through August 8, 2024. This Action has been
16 actively litigated. There have been on-going investigations, there has been an exchange of
17 documentation and data, and the Parties have participated in extensive settlement negotiations and
18 private mediation. Plaintiffs have not filed a motion for class certification in this Action, nor has
19 a date been set by the Court for the filing of such a motion.

20 7. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall
21 consist of all persons employed by Defendant in California as a non-exempt employee from
22 September 20, 2019 through August 8, 2024. The Settlement Class, however, shall not include
23 any person who previously settled or released any of the claims covered by this Settlement, any
24 person who previously was paid or received awards through civil or administrative actions for the
25 claims covered by this Settlement, or any person who submits a timely and valid Request for
26 Exclusion as provided in this Settlement. All Class Members who worked any hours for Defendant
27 in California from September 20, 2022 through August 8, 2024 are aggrieved employees with
28 respect to PAGA ("PAGA Members"), and will be paid their PAGA Share and release the

1 “Released PAGA Claims” regardless of whether they submit a timely and valid Request for
2 Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or
3 to opt out of, the Released PAGA Claims.

4 8. Solely for purpose of settling this case, the Parties stipulate and agree that the
5 requisites for establishing class certification with respect to the Settlement Class have been met
6 and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

7 a. The Settlement Class is ascertainable and so numerous as to make it
8 impracticable to join all Class Members.

9 b. There are common questions of law and fact, including but not limited to
10 the following:

11 i. Whether Defendant complied with applicable laws affecting
12 Plaintiffs and the Settlement Class under the California Labor Code and the Wage Orders of the
13 California Industrial Welfare Commission; and

14 ii. Whether Plaintiffs and the Settlement Class are entitled to alleged
15 unpaid wages, penalties, interest, and attorneys’ fees and costs.

16 c. Plaintiffs believe that Plaintiffs’ claims are typical of the claims of the
17 members of the Settlement Class.

18 d. Plaintiffs believe that Plaintiffs will fairly and adequately protect the
19 interests of the Settlement Class, and that Blumenthal Nordrehaug Bhowmik De Blouw LLP and
20 Castle Law: California Employment Counsel, PC should be “Class Counsel” and will fairly and
21 adequately protect the interests of the Settlement Class.

22 e. The prosecution of separate actions by individual members of the
23 Settlement Class would create the risk of inconsistent or varying adjudications, which would
24 establish incompatible standards of conduct.

25 f. With respect to the Settlement Class, Plaintiffs believe that questions of law
26 and fact common to the members of the Settlement Class predominate over any questions affecting
27 any individual member in such Class, and a class action is superior to other available means for
28 the fair and efficient adjudication of the controversy.

1 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated
2 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
3 this Action, this Action is appropriate for class or representative treatment. With respect to
4 Plaintiffs' claims, Defendant contends, among other things, that it has complied with all applicable
5 state, federal and local laws affecting Plaintiffs and the Settlement Class.

6 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
7 discharge all disputes and claims arising from the allegations and causes of action stated in the
8 Complaint. To achieve a full and complete release of Defendant, Plaintiffs and each Class Member
9 acknowledge that this Stipulation of Settlement is intended to include in its effect all claims of any
10 nature reasonably arising out of the allegations made in the Complaint.

11 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
12 a full and complete settlement and release of all claims arising from the allegations in the
13 Complaint against: (i) Defendant; (ii) each of Defendant's respective, present and future parents,
14 subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability
15 company or partnership; (iii) the past, present and future board members, directors, officers,
16 agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
17 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
18 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
19 jointly liable with any of the foregoing.

20 12. Counsel for the Settlement Class have conducted a thorough investigation into the
21 facts of this Action and have diligently pursued an investigation of Class Members' claims against
22 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of
23 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in
24 this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the
25 Settlement Class in light of all known facts and circumstances, including the risk of significant
26 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
27 Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also
28 agree that the Settlement is fair and in the best interest of the Parties.

13. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and for entry of judgment in accordance with this Settlement.

14. This Settlement provides that Defendant will pay Settlement Awards and PAGA Shares (defined below) according to a specified formula to each Settlement Class Member who does not request to be excluded from this Settlement. The total payment under the Settlement is \$1,350,000.00, which includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award to the class representatives, penalties of any nature, including PAGA penalties and settlement administration expenses. It is understood and agreed that Defendant shall have no obligation to pay any person, entity or organization more than the amount of its maximum total liability under the Settlement, except that Defendant will separately pay as an additional obligation the employer's share of the payroll taxes for the wage portion of the Settlement Awards.

TERMS OF SETTLEMENT

15. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among Plaintiffs and Defendant that this Action and any claims, damages or causes of action arising out of the Complaint, which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been provided to the Settlement Class, providing them with an opportunity to opt out of or to object to the Settlement; (iv) the Court has held a formal Final Approval hearing and entered a final order and judgment certifying the Settlement Class and finally approving this Stipulation of Settlement, and without objection from the LWDA; and (v) in the event there are objections to the Settlement which are not later withdrawn, the later of the following events: when the period for filing any

1 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,
2 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate
3 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
4 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the
5 Court's final order with no right to pursue further remedies or relief. In this regard, it is the
6 intention of the Parties that the Settlement shall not become effective until the Court's order
7 approving the Settlement is completely final, and there is no further recourse by an appellant or
8 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
9 will not become effective if Defendant, contrary to Paragraph 14 above, is required by the Court
10 to pay more than the total amount of its Maximum Settlement Amount (defined below) under the
11 Settlement as set forth in Paragraph 14 under any circumstances, except as set forth in Paragraph
12 15(c)(ix). It is further agreed by and between the Parties that this Settlement shall not become
13 effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of
14 this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with
15 respect to any objections or the judgment, have been finally exhausted and resolved upholding the
16 terms of this Settlement.

17 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
18 the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a
19 maximum of \$1,350,000.00, which includes: all payments to Class Members and PAGA Members;
20 Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the enhancement
21 award to the class representative; \$27,000.00 allocated to penalties under the PAGA with seventy-
22 five percent (75%) of that amount, or in other words \$20,250.00, paid to the LWDA, and twenty-
23 five percent (25%) of that amount, or in other words \$6,750.00, paid to the PAGA Members as
24 described below; and settlement administration expenses ("Maximum Settlement Amount"). The
25 Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to
26 Defendant. At no time shall Defendant have the obligation to segregate the funds comprising the
27 Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the
28 responsibility for, those funds. All payments to Class Members and PAGA Members, Class

1 Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award
2 and settlement administration expenses will be paid out of the Maximum Settlement Amount.
3 Except as set forth in paragraph 15(c)(ix), under no condition will Defendant's aggregate liability
4 exceed the Maximum Settlement Amount, except that Defendant will pay the employer's share of
5 the payroll taxes for the wage portion of the Settlement Awards in addition to the Maximum
6 Settlement Amount. The "Net Settlement Amount," the amount available for potential distribution
7 to Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) all
8 Class Counsel's attorneys' fees and litigation costs; (ii) the enhancement award to the class
9 representatives; (iii) the PAGA penalty payment to the LWDA and the PAGA Shares to the PAGA
10 Members as described further below; and (iv) settlement administration expenses. Settlement
11 Awards to the Class Members will be calculated by the Settlement Administrator and paid out of
12 the Net Settlement Amount as set forth below. The entire Net Settlement Amount will be paid out
13 pro rata to Class Members who do not opt out.

14 i. Settlement Awards to Class Members: Defendant, based on
15 Defendant's time clock records, will calculate the number of weeks worked by all Class Members
16 during the Class Period. The Settlement Administrator will calculate the amount to be paid to
17 Class Members on a per workweek basis as Settlement Awards by dividing the Net Settlement
18 Amount by the aggregate number of weeks worked by all Class Members. Partial workweeks will
19 not be counted; however, if a Class Member worked only one day as a Class Member, such Class
20 Member will be credited with having worked one workweek for purposes of the Settlement.
21 Defendant's workweek data will be presumed to be correct unless a particular Class Member
22 proves otherwise to the Settlement Administrator by credible written evidence. Defendant will
23 provide time clock data to the Settlement Administrator for resolution of any workweek dispute
24 by a particular Class Member. All workweek disputes will be resolved and decided by the
25 Settlement Administrator, and the Settlement Administrator's decision on all workweek disputes
26 will be final and non-appealable. No claim form shall be required for Settlement Class Members
27 to receive their Settlement Awards.

28 ii. Private Attorneys General Act Allocation: Subject to Court

1 approval, the Parties have agreed to allocate \$27,000.00 of the Maximum Settlement Amount to
2 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
3 other words \$20,250.00, will be paid out of the Maximum Settlement Amount to the LWDA of
4 the State of California, and the remaining twenty-five percent (25%), or in other words \$6,750.00,
5 will be the Net PAGA Settlement Amount to be distributed to the PAGA Members. Defendant
6 will calculate the number of weeks worked by PAGA Members during the PAGA Period based on
7 time clock data. Partial workweeks will not be counted; however, if a PAGA Member worked
8 only one day as a PAGA Member, such PAGA Member will be credited with having worked one
9 workweek for purposes of the Settlement. Defendant's workweek data will be presumed to be
10 correct unless a particular PAGA Member proves otherwise to the Settlement Administrator by
11 credible written evidence. Defendant will provide time clock data to the Settlement Administrator
12 for resolution of any workweek disputes by a particular PAGA Member. All workweek disputes
13 will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's
14 decision on all workweek disputes will be final and non-appealable. The amount to be paid per
15 workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the
16 Net PAGA Settlement Amount by the aggregate number of workweeks worked by PAGA
17 Members. No claim form shall be required for PAGA Members to receive their PAGA Shares.

18 iii. Allocation of Settlement Awards: The Parties have agreed, based
19 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
20 Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3)
21 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will
22 be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third
23 (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. The
24 individual PAGA amounts based on their respective workweeks as calculated above ("PAGA
25 Share(s)") for the PAGA Members will be paid from the Net PAGA Settlement Amount, after the
26 required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue.

27 iv. Settlement and PAGA Shares Do Not Trigger Additional Benefits:
28 All Settlement Awards to Class Members, and all PAGA Shares to PAGA Members, shall be

1 deemed to be income to such Class Members and PAGA Members solely in the year in which such
2 awards actually are received by the Class Members and PAGA Members. It is expressly
3 understood and agreed that the receipt of such Settlement Awards and PAGA Shares will not
4 entitle any Class Member or PAGA Member to additional compensation or benefits under any
5 company bonus, contest or other compensation or benefit plan or agreement in place during the
6 period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any
7 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It
8 is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the
9 sole payments to be made by Defendant to the Class Members and the PAGA Members in
10 connection with this Settlement, and that the Class Members and PAGA Members are not entitled
11 to any new or additional compensation or benefits as a result of having received the Settlement
12 Awards and PAGA Shares (notwithstanding any contrary language or agreement in any benefit or
13 compensation plan document that might have been in effect during the period covered by this
14 Settlement).

15 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
16 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, Class
17 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

18 vi. Class Representatives: The Parties agree to the designation of
19 Plaintiffs as "Class Representatives." Subject to Court approval, and subject to Plaintiffs'
20 execution of a general release of all claims under California Code of Civil Procedure section 1542,
21 Defendant agrees to a payment to Plaintiffs, from the Maximum Settlement Amount, an award at
22 no additional cost to the Released Parties, ("Enhancement Award"). The Enhancement Award
23 paid to the Class Representatives cannot exceed \$10,000.00 per Class Representative, is subject to
24 Court approval, and is in addition to any claimed individual Settlement Award to which the Class
25 Representatives are entitled under this Stipulation of Settlement. The Enhancement Award is to
26 be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement
27 Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to Plaintiffs for
28 Plaintiffs' service as Class Representatives, and Plaintiffs will be responsible for correctly

1 characterizing this compensation for tax purposes and for paying any taxes on the amount received.
2 Should the Court approve an Enhancement Award to the Class Representatives in an amount less
3 than that set forth above, the difference between the lesser amount approved by the Court and the
4 Enhancement Award set forth above shall be added to the Net Settlement Amount.

5 vii. Settlement Administrator: The Settlement Administrator will be
6 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
7 quote for settlement administration expenses which Plaintiffs' Counsel agrees to request and to
8 circulate to Defendant's Counsel. All settlement administration expenses shall be paid out of the
9 Maximum Settlement Amount. The settlement administration expenses shall not exceed \$13,000
10 except for a showing of good cause and as approved by the Court. To the extent settlement
11 administration expenses in less or the Court approves payment less than \$13,000, the Settlement
12 Administrator will retain the remainder in the Net Settlement Amount for distribution to the Class
13 Members who have not opted out of the Settlement.

14 viii. Mailing of Settlement and PAGA Shares: The Settlement
15 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not
16 opted out of the Settlement and have not previously released their claims as to Defendant, and the
17 PAGA Shares to be mailed to PAGA Members, within thirty-five (35) calendar days after the
18 Settlement becomes effective as defined in Paragraph 15.b.

19 ix. Potential Escalator Clause or Alternative Class Period End Date:
20 For Settlement purposes and based on Class Member data presently available at the time of
21 Settlement, Defendant represent that the Class Members consist of 1,886 employees who have
22 worked 106,702 workweeks from September 20, 2019 to April 3, 2024. The Parties further agree
23 that if the final number of workweeks from September 20, 2019 to April 3, 2024, which formed
24 the basis of the Settlement, increase by more than ten percent (10%) above 106,702 workweeks
25 (e.g., to greater than 117,373 workweeks), Defendant at its sole discretions shall either: (1) increase
26 the Maximum Settlement Amount by the proportional amount for the percentage of workweeks
27 above ten percent (10%) (*i.e.*, by the percentage of workweeks above 117,373 workweeks); or (2)
28 end the Class Period at the point in time where workweeks equal 117,373 workweeks.

1 d. Enhancement Award to Plaintiffs for Service as Class Representatives: The
2 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiffs
3 within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph
4 15.b.

5 e. Right to Rescission: If more than five percent (5%) of the Settlement Class
6 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
7 Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of
8 Settlement (“Class Notice”), Defendant shall have the right (but need not) in its sole discretion to
9 rescind and void the Settlement, before final approval by the Court, by providing written notice to
10 Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendant
11 exercises this option, Defendant shall pay any costs of settlement administration incurred up to
12 that date, but not to include Class Counsel’s fees and costs.
13

14 SETTLEMENT ADMINISTRATION

15 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
16 perform the customary duties of Settlement Administrator, subject to Court approval. The Parties
17 have jointly selected ILYM Group, Inc. to serve as the Settlement Administrator and verified that,
18 as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to
19 perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the
20 settlement administration expenses. The Settlement Administrator will mail the Class and PAGA
21 Notice to all Class Members and PAGA Members. The Settlement Administrator shall be granted
22 reasonable access to Defendant’s records to perform its duties, such as resolving workweek
23 disputes, if necessary. At the request of Defendant, and upon receipt of funds from Defendant, the
24 Settlement Administrator will issue and send out Settlement Award checks to Class Members and
25 PAGA Shares to PAGA Members. Tax treatment of the Settlement Awards and PAGA Shares
26 will be as set forth herein and in accordance with state and federal tax laws. All disputes relating
27 to the Settlement Administrator’s performance of its duties shall be referred to the Court, if
28 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation

1 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement
2 have been fully carried out. The Settlement Administrator shall create and maintain a webpage,
3 which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and
4 Final Approval, and the Judgment as they become available, until the check cashing period expires.
5 The website shall also include links to any other documents or information the Settlement
6 Administrator deems necessary to perform its duties.

7 ATTORNEYS' FEES AND LITIGATION COSTS

8 17. In consideration for settling this Action, in exchange for the release of claims by
9 the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees
10 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-
11 three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in other words
12 presently \$450,000.00, and attorneys' costs not to exceed \$25,000.00 from the Maximum
13 Settlement Amount. Defendant will not object to Class Counsel's application for attorneys' fees
14 and litigation costs up to these amounts. The amounts set forth above will cover all work
15 performed and all fees and costs incurred to date, and all work to be performed and all fees and
16 costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement,
17 the administration of the Settlement, and obtaining the final judgment. Should Class Counsel
18 request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
19 litigation costs, the difference between the lesser amounts and the Maximum Settlement Amount
20 shall be added to the Net Settlement Amount. The payment of Class Counsel attorneys' fees shall
21 be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Castle
22 Law California Employment Counsel. Payment of the attorneys' costs shall be made to the firm
23 that incurred the expenses.

24 18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class
25 Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in
26 Paragraph 15.b.

27 NOTICE TO THE PLAINTIFF CLASS

28 19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved

1 by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class
2 mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

3 a. Within thirty (30) calendar days after preliminary approval of this
4 Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class
5 Members' and PAGA Members' names, last-known addresses, last-known telephone numbers,
6 Social Security Numbers and the number of work weeks during the Class Period and the PAGA
7 Period. The Parties agree the contact information and Social Security Numbers will be used only
8 by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be
9 provided to Class Counsel at any time or in any form. The Settlement Administrator shall take
10 reasonable steps to protect the confidential and private information. To the extent Class Counsel
11 possesses or comes to possess the contact information and/or Social Security Numbers from the
12 Settlement Administrator, Class Counsel shall return all such information (including copies and
13 data or information derived therefrom) within seven (7) calendar days from the date the Court
14 finally approves the Settlement, shall destroy all copies in any form of such information, and shall
15 not retain, maintain or use such information for any purpose. The information provided for above
16 shall be based on Defendant's payroll and other business records and in a format acceptable to the
17 Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to
18 the production date to ensure that the format will be acceptable to the Settlement Administrator.
19 The information will need to be provided to the Settlement Administrator by reasonable security
20 measures and reasonably secure technology. The Settlement Administrator will run a check of the
21 Class Members' addresses against those on file with the U.S. Postal Service's National Change of
22 Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the
23 Settlement Administrator will mail the Class and PAGA Notice to Class Members and PAGA
24 Members.

25 b. Class and PAGA Notices returned to the Settlement Administrator as
26 non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there
27 is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace
28 return mail and re-mail within three (3) business days of receipt using the Class Member's Social

1 Security Number; this search will be performed only once per Class Member by the Settlement
2 Administrator. The deadlines for Class Members to opt out or object to the Settlement will be
3 extended an additional 14 days beyond the opt-out deadline for all Class Members whose notice
4 is re-mailed. Upon completion of these steps by the Settlement Administrator, Defendant and the
5 Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class
6 and PAGA Notice to the affected member of the Settlement Class. The affected member of the
7 Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms
8 of the Stipulation of Settlement and the Court's Order and Final Judgment.

9 c. The Class and PAGA Notice shall also identify the procedures for opting
10 out of or objecting to the Settlement.

11 d. Class Counsel shall provide to the Court, at least sixteen (16) court days
12 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due
13 diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

14 ADMINISTRATION PROCESS

15 20. The Class Members will have sixty (60) calendar days from the date of mailing in
16 which to submit requests for exclusion ("opt out") (plus an additional 14 days for Class Members
17 whose Class Notice is re-mailed). PAGA Members are not entitled to opt out as a PAGA Member.

18 21. Defendant, on behalf of the Released Parties, will pay to the Settlement
19 Administrator the Maximum Settlement Amount after the Effective Date and on on October 31,
20 2025. Checks for Settlement Awards and PAGA Shares shall remain valid and negotiable for one
21 hundred twenty (180) calendar days from the date of their issuance; the Parties agree the Settlement
22 Administrator will send one (1) reminder notice to all Class Members and PAGA Members who
23 have not cashed the Settlement Award or PAGA Share check thirty (30) calendar days prior to the
24 deadline; upon the deadline to cash the Settlement Award and PAGA Share checks, the checks
25 will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member
26 or the PAGA Member within that time, at which point the Class Members' and PAGA Members'
27 claims will be deemed void and of no further force or effect, and the Class Members' and PAGA
28 Members' claims will remain released by the Settlement. The checks provided to Class Members

1 and PAGA Members shall prominently state the expiration date or a statement that the checks will
2 expire in one hundred twenty (180) days, or alternatively, such a statement may be made in a letter
3 accompanying the check. Expired Settlement Award and PAGA Share checks will not be reissued,
4 except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed
5 Settlement Award or PAGA Share checks after the expiration date will be paid within fourteen
6 (14) calendar days after the one hundred twenty (180)-day check cashing period expires pursuant
7 to California Code of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit
8 501(c)(3) organization with child advocacy programs in the State of California, as the *cy pres*
9 recipient, subject to Court approval. Any residue received by Koinonia Family Services shall be
10 ordered by the Court to be used solely for child advocacy programs within the State of California
11 pursuant to California Code of Civil Procedure section 384(b). Upon completion of its calculation
12 of payments, the Settlement Administrator shall provide Defendant with a report listing the amount
13 of all payments to be made to each Class Member and PAGA Member. The Settlement
14 Administrator will be responsible for making appropriate deductions, calculating and reporting the
15 employer payroll taxes on the Settlement Awards and PAGA Shares, paying to Class Counsel any
16 Court-approved attorneys' fees and litigation costs, paying to the Class Representatives any Court-
17 approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount
18 allocated for PAGA penalties above, paying the settlement administration expenses, meeting tax
19 reporting obligations, and for issuing the individual Settlement Awards to Class Members and
20 PAGA Shares to PAGA Members. Proof of compliance with the Court's final approval order will
21 be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
22 after all payment obligations, the check cashing deadline for Class Members, and payment to the
23 *cy pres* beneficiary have passed.

24 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

25 22. Opting Out of the Class Action Settlement. For those Class Members who do not
26 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
27 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
28 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written

request (“Request for Exclusion”) should state that he/she has received the “Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement,” they/he/she have/has decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual’s full name, address, date of birth, and dates they/he/she worked as a Class Member for Defendant in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice to the Class Members (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

23. Objecting to the Class Action Settlement. Any individual who does not exclude himself/herself from the Settlement can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must send a written objection to the Settlement Administrator; the Settlement Administrator is to promptly notify and provide copies of all written objections and notices to appear to Class Counsel and Defendant’s counsel. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she worked as a Class Member in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendant no later than sixty (60) calendar days after the Settlement Administrator mails the Class and PAGA Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). However, a Class Member may appear at the Final Approval hearing, either in person or through his/her own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

RELEASE BY THE CLASS

24. Released Class Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement and full funding of the Maximum Settlement Amount, and except as to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion fully release and discharge the Released Parties from all claims under state, federal, and local law that were or could have been asserted based on the facts and allegations made in the Operative Complaint, as to the Class Members, including , California Labor Code sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, Business and Professions Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, and including all claims based on the facts of the Operative Complaint for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records, failure to provide accurate wage statements, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, wage statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively, “Released Class Claims”) from September 20, 2019 through August 8, 2024 (“Class Release Period”). Expressly excluded from the release are claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Release Period.

1 25. Released PAGA Claims. Effective upon the date of final approval by the Court of
2 this Stipulation of Settlement and full funding of the Maximum Settlement Amount, the claims to
3 be released by the PAGA Members include all claims arising during the PAGA Period seeking
4 civil penalties under PAGA, that Plaintiffs as proxy for the State of California and/or the LWDA,
5 to the maximum extent permitted by law, and as a private attorney general acting on behalf of
6 Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts
7 alleged in the Operative Complaint and/or the LWDA letter, including but all claims arising under
8 the California Labor Code including sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3,
9 233, 246, 246.5, 256, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.* and
10 2802 as alleged in the Operative Complaint, and the wage orders of the California Industrial
11 Welfare Commission based the facts alleged in the Operative Complaint (collectively, “Released
12 PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf
13 of Plaintiffs and all PAGA Members from September 20, 2022 through August 8, 2024 (“PAGA
14 Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiffs and/or
15 a PAGA Member negotiate (cash) their/his/her settlement checks sent pursuant to this Settlement
16 and regardless of whether any such PAGA Member opts out or attempts to exclude
17 themselves/himself/herself from the Settlement.

18 26. In addition to the Released Class Claims identified in Paragraph 24 and the
19 Released PAGA Claims in Paragraph 25, Plaintiffs agree to generally release the Released Parties
20 from any and all claims, whether known or unknown, under all federal, state and local statutes,
21 and federal and state common law (including but not limited to those for contract, tort and equity),
22 except for workers’ compensation claims. Plaintiffs acknowledge the language of Section 1542
23 of the California Civil Code, which provides:

24 A general release does not extend to claims that the creditor or
25 releasing party does not know or suspect to exist in his or her favor
26 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.

27 Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree
28 that claims or facts in addition to or different from those which are now known or believed by her

1 to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all of the
2 claims, except for workers' compensation claims, Plaintiffs now have against the Released Parties,
3 whether known or unknown, suspected or unsuspected.

4 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

5 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
6 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify
7 the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request
8 that all current Court deadlines be continued pending Court approval of the Settlement. Class
9 Counsel agree to cease all affirmative communication (oral and written) with the putative class
10 members, other than through Court-approved notices; this provision does not prevent Class
11 Counsel from communicating with any Class Members or PAGA Member who may contact Class
12 Counsel. Plaintiffs shall promptly submit this Stipulation of Settlement to the Sacramento County
13 Superior Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the
14 Court as to its fairness, adequacy and reasonableness. Plaintiffs agree to provide Defendant the
15 opportunity to review, and to approve before filing, Plaintiffs' Motion for Preliminary Approval.
16 At the same time Plaintiffs submit this Stipulation of Settlement to the Sacramento County
17 Superior Court, Plaintiffs agree to submit a copy of the Stipulation of Settlement to the LWDA.
18 Promptly upon execution of this Stipulation of Settlement, Plaintiffs shall apply to the Court for
19 the entry of an order preliminarily approving the Settlement in a form that is mutually agreeable
20 between the Parties and also provides for the following:

21 a. Scheduling a Final Approval hearing on the question of whether the
22 proposed Settlement, including payment of attorneys' fees and litigation costs, costs of
23 administration, and the Class Representatives' Enhancement Award should be finally approved as
24 fair, reasonable, and adequate as to the members of the Settlement Class;

25 b. Certifying a Settlement Class, Plaintiffs as Class Representatives and
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP and Castle Law: California Employment
27 Counsel, PC as Class Counsel;

28 c. Approving as to form and content the proposed Class and PAGA Notice;

1 d. Approving the manner and method for Class Members to request exclusion
2 from the Settlement as contained herein and within the Class and PAGA Notice;

3 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
4 the Class Members and PAGA Members;

5 f. Preliminarily approving the Settlement subject only to the objections of
6 Class Members and PAGA Members, and final review by the Court; and

7 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any
8 other cases, claims, suits, or administrative proceedings (including filing claims with the Division
9 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
10 the Released Class Claims, unless and until such Class Members have filed valid Requests for
11 Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with
12 the Settlement Administrator has elapsed.

13 (h) The Preliminary Approval Order shall be substantially in the form identified
14 as **Exhibit 2** to this Settlement.

15 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

16 28. Class Counsel agreed to return all confidential documents, lists and data in all forms
17 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
18 Settlement. Plaintiffs agree to provide Defendant the opportunity to review, and to approve before
19 filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel
20 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and
21 substantially in the form identified as **Exhibit 3** to this Settlement, and provides for the following:

22 a. Approving the Settlement, adjudging the terms thereof to be fair,
23 reasonable, and adequate, and directing consummation of its terms and provisions;

24 b. Approving Class Counsel's application for an award of attorneys' fees and
25 litigation costs;

26 c. Approving the Enhancement Award to the Class Representatives; and

27 d. Entering judgment in accordance with California Rules of Court,
28 rule 3.769(h), and permanently barring all Class Members and PAGA Members from prosecuting

1 the claims released by this Settlement against: (i) Defendant; (ii) each of Defendant's respective,
2 present and future parents, subsidiaries, partners and affiliates, including, without limitation, any
3 corporation, limited liability company or partnership; (iii) the past, present and future board
4 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
5 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
6 transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual
7 or entity which could be jointly liable with any of the foregoing.

8 PARTIES' AUTHORITY

9 29. The signatories hereto hereby represent that they are fully authorized to enter into
10 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

11 MUTUAL FULL COOPERATION

12 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
13 Stipulation of Settlement, including but not limited to execution of such documents and taking
14 such other action as reasonably may be necessary to implement the terms of this Stipulation of
15 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
16 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
17 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon
18 as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the
19 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
20 Court's final approval of this Stipulation of Settlement.

21 31. The Parties and their respective counsel agree that they will not attempt to
22 encourage or discourage Class Members from filing Requests for Exclusion.

23 NO PRIOR ASSIGNMENTS

24 32. The Parties and their counsel represent, covenant, and warrant that they have not,
25 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
26 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
27 action or right herein released and discharged except as set forth herein.

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1 **To Defendant**

2 Cary G. Palmer
3 Taryn A. McLaughlin
4 JACKSON LEWIS P.C.
5 400 Capitol Mall, Suite 1600
6 Sacramento, CA 95814

7 **NO PUBLIC COMMENT**

8 36. The Class Representatives and Class Counsel will not make any public disclosure
9 of the Settlement, except through Court filings to preliminary and finally approve the Settlement.
10 Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of,
11 and will ensure that the Class Representatives adhere to, the restriction against any public
12 disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class
13 Representatives and Class Counsel will not initiate any communications (directly or indirectly)
14 with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives
15 and Class Counsel may, in response to a communication initiated by the media, direct the inquiring
16 media member to the public records of the Action on file with the Court. Class Counsel will take
17 all steps reasonably necessary to ensure that the Class Representatives are aware of, and will ensure
18 that he will adhere to, the restriction against any media comment on the Settlement and its terms.

19 **CONSTRUCTION**

20 37. The Parties hereto agree that the terms and conditions of this Stipulation of
21 Settlement are the result of arms-length negotiations and private mediation between the Parties
22 and this Stipulation of Settlement shall not be construed in favor of or against any party by reason
23 of the extent to which any party or his, her or its counsel participated in the drafting of this
24 Stipulation of Settlement.

25 **CAPTIONS AND INTERPRETATIONS**

26 38. Paragraph titles or captions contained herein are inserted as a matter of convenience
27 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
28 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and
29 not merely a recital.

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1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and
3 Defendant as of the date(s) set forth below:

4 **Plaintiffs and Class Representatives**

5 Dated: 10/06/2024

RuthAbe

RuthAbe (Oct 6, 2024 22:52 PDT)

Ruth Oyeniya Abe

6 Dated: _____

Misty Beck

7 Dated: _____

Sarah Christian

8 **Defendant**

9
10 UNITED CEREBRAL PALSY OF
11 GREATER SACRAMENTO, INC.

12 Dated: _____

By: _____
Authorized Officer or Agent

13 APPROVED AS TO FORM:

14 BLUMENTHAL NORDEHAUG
15 BHOWMIK DE BLOUW LLP

16 Dated: 10/17/24

By: 
Kyle Nordrehaug
Attorney for Plaintiff Ruth Oyeniya Abe,
Class Members and PAGA Members

18 CASTLE LAW: CALIFORNIA
19 EMPLOYMENT COUNSEL, PC

20 Dated: _____

By: _____
Timothy B. Del Castillo
Kent Bradbury
Attorney for Plaintiffs Misty Beck and Sarah
Christian, Class Members and PAGA
Members

24 JACKSON LEWIS P.C.

25 Dated: _____

By: _____
Cary G. Palmer
Taryn A. McLaughlin
Attorney for Defendant
United Cerebral Palsy of Greater
Sacramento, Inc.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and
3 Defendant as of the date(s) set forth below:

4 **Plaintiffs and Class Representatives**

5 Dated: _____

Ruth Oyeniyi Abe

6 Dated: 10/17/24
7 _____


Misty Beck (Oct 17, 2024 11:41 PDT)

Misty Beck

8 Dated: 10/09/24
9 _____


Sarah Christian (Oct 9, 2024 07:16 PDT)

Sarah Christian

10 **Defendant**

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.

11
12 Dated: _____

By: _____
Authorized Officer or Agent

13 APPROVED AS TO FORM:

BLUMENTHAL NORDEHAUG
BHOWMIK DE BLOUW LLP

14
15
16 Dated: _____

By: _____
Kyle Nordrehaug
Attorney for Plaintiff Ruth Oyeniyi Abe,
Class Members and PAGA Members

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

17
18
19
20 Dated: October 17, 2024
21 _____

By: 
Timothy B. Del Castillo
Kent Bradbury
Attorney for Plaintiffs Misty Beck and Sarah
Christian, Class Members and PAGA
Members

JACKSON LEWIS P.C.

22
23
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25 Dated: _____
26 _____

By: _____
Cary G. Palmer
Taryn A. McLaughlin
Attorney for Defendant
United Cerebral Palsy of Greater
Sacramento, Inc.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and
3 Defendant as of the date(s) set forth below:

4 **Plaintiffs and Class Representatives**

5 Dated: _____

Ruth Oyeniye Abe

6 Dated: 10/17/24 _____


Misty Beck (Oct 17, 2024 11:41 PDT)

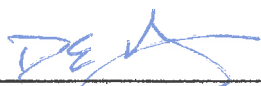
7 Dated: 10/09/24 _____


Sarah Christian (Oct 9, 2024 07:16 PDT)

9 **Defendant**

10 UNITED CEREBRAL PALSY OF
11 GREATER SACRAMENTO, INC.

12 Dated: 10/25/2024 _____

By: 
Authorized Officer or Agent

13 APPROVED AS TO FORM:

14 BLUMENTHAL NORDEHAUG
15 BHOWMIK DE BLOUW LLP

16 Dated: _____

By: _____
Kyle Nordrehaug
Attorney for Plaintiff Ruth Oyeniye Abe,
Class Members and PAGA Members

18 CASTLE LAW: CALIFORNIA
19 EMPLOYMENT COUNSEL, PC

20 Dated: October 17, 2024 _____

By: 
Timothy B. Del Castillo
Kent Bradbury
Attorney for Plaintiffs Misty Beck and Sarah
Christian, Class Members and PAGA
Members

24 JACKSON LEWIS P.C.

25 Dated: October 31, 2024 _____

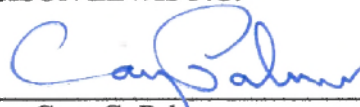
By: 
Cary G. Palmer
Taryn A. McLaughlin
Attorney for Defendant
United Cerebral Palsy of Greater
Sacramento, Inc.

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RUTH OYENIYI ABE, MISTY BECK,
and SARAH CHRISTIAN, individually,
on behalf of themselves and on behalf of
all persons similarly situated,
Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.,
a Corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No.: 23CV008763

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

**ATTENTION: ALL PERSONS EMPLOYED BY FOUNDATION PARTNERS GROUP, LLC AS NON-EXEMPT
EMPLOYEES IN CALIFORNIA FROM SEPTEMBER 20, 2019 TO AUGUST 8, 2024:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE
PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE CLASS SETTLEMENT OR PARTICIPATE IN
THE CLASS SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR
BEFORE [REDACTED].**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Sacramento County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Sacramento on behalf of all persons currently and formerly employed by United Cerebral Palsy of Greater Sacramento, Inc. ("Defendant") as non-exempt employees in California from September 20, 2019 to August 8, 2024 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

Based on Defendant's records, and the Parties' current assumptions, **your Settlement Award is estimated to be <<\$ [REDACTED]>> (less withholding), and your PAGA Award is estimated to <<be \$ [REDACTED]>>.** The actual amount you may receive likely will be different and will depend on a number of factors, including the final number of weeks worked by all Class Members. These estimates are based on Defendant's records showing that **you worked <<[REDACTED]>> workweeks** during the Class Release Period and **you worked <<[REDACTED]>> workweeks** 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 II(B) of this Notice below.

All Class Members who worked any hours for Defendant in California during any work week from September 20, 2022 through August 8, 2024 are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's respective, present and future parents, subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On September 20, 2023, Plaintiff Ruth Oyeniyi Abe filed a complaint against Defendant in the Sacramento County Superior Court on behalf of herself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages under Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages under Labor Code section 510, failure to provide required meal periods under Labor Code sections 226.7 and 512, failure to provide required rest periods under Labor Code sections 226.7 and 512, failure to provide accurate itemized wage statements under Labor Code section 226, failure to reimburse employees for required expenses under Labor Code section 2802, failure to provide wages when due under Labor Code sections 201, 202 and 203, failure to pay sick pay wages under Labor Code sections 201-203, 233 and 246, and violation of Business and Professions Code section 17200, *et seq.* Plaintiffs Misty Beck and Sarah Christian filed a complaint on January 31, 2024 against Defendant in Placer County, alleging violations of PAGA, Labor Code section 2698, *et seq.* On [REDACTED], Plaintiff Ruth Oyeniyi Abe filed her First Amended Complaint, including all Plaintiffs and all Class Released Claims (defined below) and PAGA Released Claims (defined below) in both the *Abe* and *Beck* actions (“Operative Complaint”). On [REDACTED], Plaintiffs Misty Beck and Sarah Christian dismissed the *Beck* action. The term “Action” refers to the *Abe* action under the Operative Complaint.

The Parties engaged in arms-length settlement negotiation and private mediation. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation. The class period is from September 20, 2019 through August 8, 2024 (the “Class Period”). The PAGA period is from September 20, 2022 through August 8, 2024 (“PAGA Period”).

Plaintiffs’ Operative Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and meal period premiums, failure to provide rest periods and rest period premiums, failure to furnish accurate itemized wage statements, failure to reimburse business expenses, failure to provide wages when due, failure to pay sick pay wages, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees in California from September 20, 2019 to August 8, 2024. Plaintiffs’ Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiffs and the Class Members and PAGA Members are entitled to any recovery.

The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant (“Joint Stipulation” or “Settlement”), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$1,350,000.00 for all claims, attorneys’ fees and costs, enhancement award, penalties of any nature, including PAGA penalties and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which presently equals \$450,000.00, attorneys’ costs not to exceed \$25,000.00, an Enhancement Award to the Class Representatives not to exceed \$10,000.00 per Class Representative, the fees and expenses of the settlement administrator estimated not to exceed \$ [REDACTED], \$6,750.00 as the Net PAGA Settlement Amount to be distributed to the PAGA Members, and \$20,250.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period. The Maximum Settlement Amount is expected to be funded on October 31, 2025, and the Net Settlement Amount distributed pro rata to Class Members and PAGA Members during December 2025.

This notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member's time clock data, and their/his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member's time clock data. .

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. The Settlement Administrator will calculate the amount to be paid to Class Members on a per workweek basis as Settlement Awards by dividing the Net Settlement Amount by the aggregate number of weeks worked by all Class Members. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the Net PAGA Settlement Amount, as alleged penalties for which IRS Form 1099 will issue. The amount to be paid per workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of weeks worked by PAGA Members. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

If you wish to challenge the workweek information set forth on page 1, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than [redacted] [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You should support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve workweek disputes based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members), and after the Settlement Administrator's review and consideration of Defendant's records of your employment as provided by Defendant's Counsel.

The checks provided to Class Members and PAGA Members shall prominently state the expiration date, which is at least 180 days from issuance. Any residue from uncashed Settlement Award or PAGA Share checks after the expiration date will be paid pursuant to California Code of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit 501(c)(3) organization with child advocacy programs in the State of California, as the *cy pres* recipient, subject to Court approval.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal, and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, Business and Professions Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records, failure to provide accurate wage statements, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, wage statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") from September 20, 2019 through August 8, 2024 ("Class Release Period"). Expressly excluded from the release are claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims outside the Class Release Period.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.* and 2802 as alleged in the Operative Complaint, and the wage orders of the California Industrial Welfare Commission based the facts alleged in the Actions (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from September 20, 2022 through August 8, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant’s time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendant’s records, time clock data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Plaintiffs and Class Representatives Ruth Oyeniyi Abe, Misty Beck and Sarah Christian will receive an Enhancement Award up to \$10,000.00 per Class Representative. This payment will be made for their service as Class Representatives, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel’s costs or paying Defendant’s attorneys’ fees and costs for an unsuccessful outcome in the Action. The Class Representatives also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys’ Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel’s attorneys’ fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which presently equals \$450,000.00, and attorneys’ costs not to exceed \$25,000.00. Class Counsel’s attorneys’ fees and costs will be paid and deducted from the Maximum Settlement Amount. The payment of Class Counsel attorneys’ fees shall be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Castle Law California Employment Counsel. Payment of the attorneys’ costs shall be made to the firm that incurred the expenses. The allocation of and between Class Counsel’s attorneys’ fees is based on a separate and independent agreement between Class Counsel.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect (“Request for Exclusion”). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to the Settlement Administrator as follows:

Telephone: _____

The Request for Exclusion must be postmarked no later than _____. If you submit a Request for Exclusion which is not postmarked by _____, your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States

Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Share regardless of whether they/he/she opt(s) out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may submit a written objection to appear at the Final Approval hearing currently set for [REDACTED], [REDACTED] Department 23. You must send the written objection to the Settlement Administrator as follows: ILYM Group, [REDACTED].

Any written objection should state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be delivered to the Settlement Administrator no later than [REDACTED] [sixty (60) calendar days after the Settlement Administrator mails this Class Notice to the Class Members]. **DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 9:00 a.m. (Pacific Time) on [REDACTED], in Department 23, Superior Court of the State of California for the County of Sacramento, [REDACTED], or such other later date as the Court may authorize. You may also appear at the hearing remotely via the Department's zoom link or phone number which are as follows:

Department 23:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone: (833) 568-8864 / ID: 16108301121

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23 of the Superior Court of the State of California in and for the County of Sacramento, [REDACTED], on [REDACTED], at 9:00 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three and one-third percent (33 1/3%) of the Settlement for attorneys' fees, which equals \$450,000.00, and not more than \$25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, at 720 9th Street, Sacramento, California 95814. You may also visit www.courtclerk.ca.gov, which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Norman B. Blumenthal
Kyle Nordrehaug
BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037

Telephone: (858) 551-1223
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CASTLE LAW: CALIFORNIA
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2999 Douglas Blvd., Suite 180
Roseville, CA 95661

Telephone: (916) 245-0122
E-mail: tdc@castleemploymentlaw.com
E-mail: kb@castleemploymentlaw.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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Attorneys for Plaintiffs

MISTY BECK AND SARAH CHRISTIAN

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY BECK,
and SARAH CHRISTIAN, individually,
on behalf of themselves and on behalf of
all persons similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV008763

ASSIGNED FOR ALL PURPOSES TO
JUDGE JILL TALLEY
DEPARTMENT 23

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date:
Hearing Time: 9:00 a.m.

Complaint Filed: September 20, 2023
FAC Filed: [REDACTED], 2024
Trial Date: Not Set

Ruth Oyeniyi Abe, Misty Beck and Sarah Christian's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came before this Court on [REDACTED], in Department 23 before the Honorable Jill Talley, presiding. The Court

1 having considered the papers submitted in support of the Motion and good cause appearing therefor,

2 IT IS HEREBY ORDERED:

3 1. The Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
5 Release Between Plaintiffs and Defendant (“Stipulation of Settlement”) filed with the Motion. All
6 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

7 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
8 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears
9 to be presumptively valid, subject only to any objections that may be raised at the final fairness
10 hearing and final approval by this Court.

11 3. A final fairness hearing on the question of whether the proposed Settlement,
12 attorneys’ fees and costs to Class Counsel, Class Representatives’ Enhancement Award, penalties
13 of any nature and costs of settlement administration should be finally approved as fair, reasonable
14 and adequate as to the members of the Class is scheduled in Department 23 on the date and time
15 set forth in the Implementation Schedule in Paragraph 10 below.

16 4. This Court approves, as to form and content, the Notice of Proposed Class Action
17 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”),
18 substantively in the form attached hereto as Exhibit 1. The Court approves the procedure for Class
19 Members to opt out of and to object to the Settlement as set forth in the Stipulation of Settlement
20 and Class Notice.

21 5. The Court directs the mailing of the Class Notice by first-class mail to the Class
22 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
23 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
24 Implementation Schedule, meet the requirements of due process and provide the best notice
25 practicable under the circumstances and shall constitute due and sufficient notice to all persons
26 entitled thereto.

27 6. The Court hereby preliminarily approves the proposed procedure for exclusion from
28 the Settlement. Any Class Member may individually choose to opt out of and be excluded from

1 the Class as provided in the Class Notice by following the instructions for requesting exclusion
2 from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked
3 or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
4 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
5 for exclusion will be extended an additional fourteen (14) days.

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

15 8. It is ordered that the Settlement Class is preliminarily certified for settlement
16 purposes only. The Settlement Class is defined as: “all persons employed by Defendant in
17 California as a non-exempt employee from September 20, 2019 through August 8, 2024.” The
18 Settlement Class, however, shall not include any person who previously settled or released any of
19 the claims covered by this Settlement, any person who previously was paid or received awards
20 through civil or administrative actions for the claims covered by this Settlement, or any person who
21 submits a timely and valid Request for Exclusion as provided in this Settlement.

22 9. The Court confirms Plaintiffs as Class Representatives, and Blumenthal Nordrehaug
23 Bhowmik De Blouw LLP and Castle Law: California Employment Counsel, PC as Class Counsel.

24 10. The Court confirms the appointment of ILYM Group as the Settlement
25 Administrator.

26 11. To facilitate administration of the Settlement pending final approval, the Court
27 hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits or
28 administrative proceedings (including filing claims with the Division of Labor Standards

Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the class has elapsed.

12. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	45 calendar days after Order Granting Preliminary Approval
c.	Deadline for Class Members to Postmark Requests for Exclusion	60 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Settlement Administrator of any Objections to Settlement	60 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: Time: 9:00 a.m. Department: 23
i.	Deadline for Defendant to fund the Maximum Settlement Amount	After Effective Date and on October 31, 2025
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	35 calendar days after Effective Date and after October 31, 2025

k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for class members to cash Settlement checks
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary

IT IS HEREBY ORDERED.

Dated: _____

Honorable Jill Talley

EXHIBIT 3

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Kyle R. Nordrehaug (State Bar #205975)

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Attorneys for Plaintiffs

MISTY BECK AND SARAH CHRISTIAN

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY BECK,
and SARAH CHRISTIAN, individually,
on behalf of themselves and on behalf of
all persons similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV008763

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Hearing Date:
Hearing Time: 9:00 a.m.

Complaint Filed: September 20, 2023
FAC Filed: [REDACTED], 2024
Trial Date: Not Set

The above-referenced Class Action and PAGA Representative Action ("Action") having
come before the Court on [REDACTED], in Department 23 before the Honorable Jill Talley,

1 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement
2 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
3 (“Preliminary Approval Order”), filed and entered [REDACTED], and as set forth in the Joint
4 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant
5 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all
6 Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court
7 having considered all papers filed and proceedings had herein and otherwise being fully informed,
8 and good cause appearing therefor,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

10 1. All terms used herein shall have the same meaning as defined in the Stipulation of
11 Settlement.

12 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
13 “Settlement Class” and “Class Members” shall mean all persons employed by Defendant in
14 California as a non-exempt employee from September 20, 2019 through August 8, 2024. The
15 Settlement Class, however, shall not include any person who previously settled or released the
16 claims covered by this Settlement, or any person who previously was paid or received awards
17 through civil or administrative actions for the claims covered by this Settlement, or any person who
18 submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class
19 Period” shall be September 20, 2019 through August 8, 2024. All Class Members who worked any
20 hours for Defendant in California during any pay period from September 20, 2022 through August
21 8, 2024 are aggrieved employees with respect to the California Private Attorneys General Act
22 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Share and release the
23 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
24 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,
25 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
26 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
27 (i) Defendant; (ii) each of Defendant’s respective, present and future parents, subsidiaries, partners
28 and affiliates, including, without limitation, any corporation, limited liability company or

1 partnership; (iii) the past, present and future board members, directors, officers, agents, employees,
2 attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives,
3 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any
4 of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
5 foregoing.

6 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
7 to this Action, including all Class Members and PAGA Members.

8 4. Distribution of the Class and PAGA Notice directed to the Class Members and
9 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
10 has been completed in conformity with the Preliminary Approval Order, including notice to all
11 Class Members and PAGA Members who could be identified through reasonable effort, and is the
12 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
13 adequate notice of the proceedings and of the matters set forth therein, including the proposed
14 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
15 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
16 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
17 by and included within the Settlement and this Final Order.

18 5. The Court hereby finds the Settlement is fair, adequate and reasonable and that
19 Plaintiffs have satisfied the standards and applicable requirements for final approval of this class
20 action Settlement under California
21 law, including the provisions of California Code of Civil Procedure section 382 and California Rule
22 of Court, rule 3.769.

23 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
24 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
25 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
26 reached as a result of arms-length negotiations and private mediation. The Court further finds that
27 the Parties have conducted investigation and research, and counsel for the Parties are able to
28 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will

1 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
2 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
3 as part of the Settlement and recognizes the significant value to the Class Members and PAGA
4 Members. The Court also finds that the Settlement Class is properly certified as a class for
5 settlement purposes only.

6 7. The Maximum Settlement Amount under the Settlement is \$1,350,000.00, which
7 includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class
8 Counsel's litigation expenses and costs, the enhancement award to the class representatives,
9 penalties of any nature, including PAGA penalties and settlement administration expenses.
10 Defendant shall fund the Maximum Settlement Amount after the Effective Date and on October
11 31, 2025. The Effective Date is the date when all of the following events have occurred: (i) this
12 Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiffs and
13 Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement
14 notice has been provided to the Settlement Class, providing them with an opportunity to opt out of
15 or to object to the Settlement; (iv) the Court has held a formal Final Approval hearing and entered
16 a final order and judgment certifying the Settlement Class and finally approving this Stipulation of
17 Settlement, and without objection from the LWDA; and (v) in the event there are objections to the
18 Settlement which are not later withdrawn, the later of the following events: when the period for
19 filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without
20 any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other
21 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no
22 right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
23 upheld the Court's final order with no right to pursue further remedies or relief. The Settlement
24 Administrator shall make the distributions from the Maximum Settlement Amount within thirty-
25 five (35) calendar days after the Effective Date.

26 8. As of the date of entry of this Final Order and full funding of the Maximum
27 Settlement Amount, each and every Released Class Claim (as defined in the Stipulation of
28 Settlement and set forth below) of each and every Class Member is and shall be deemed to be

1 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
2 Representatives and each and every Class Member who have not submitted a valid Request for
3 Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Class
4 Claims, except as to such rights or claims as may be created by the Settlement, against Defendant
5 and the Released Parties. The Released Class Claims are any and all claims under state, federal
6 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
7 Action based on the factual allegations contained in the operative Complaint in this Action and any
8 amendments thereto, as to the Class Members, including without limitation, California Labor Code
9 sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515,
10 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, California Industrial Commission Wage
11 Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, Business and Professions
12 Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, and including
13 all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or
14 double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
15 employment, timely payment of wages at separation, wage statements, payroll records, failure to
16 provide accurate wage statements, unreimbursed business expenses, meal periods and meal period
17 premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay
18 additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for
19 payments received under the Settlement, unfair competition, unfair business practices, unlawful
20 business practices, fraudulent business practices, class actions, representative actions, aggrieved
21 party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties,
22 wage statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims
23 and allegations alleged in the Action (collectively, “Released Class Claims”) from September 20,
24 2019 through August 8, 2024 (“Class Release Period”). Expressly excluded from the release are
25 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
26 Act, unemployment insurance, disability, social security, workers’ compensation, or claims outside
27 the Class Release Period. In addition, as of the date of this Final Order, the Class Representatives
28 and the Settlement Class, and each member of the Class who has not submitted a valid Request for

1 Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief
2 against the Released Parties for any period from September 20, 2019 through August 8, 2024.

3 9. As of the date of entry of this Final Order and full funding of the Maximum
4 Settlement Amount, the claims to be released by the PAGA Members include all claims arising
5 during the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as proxy for the State
6 of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney
7 general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have
8 asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited
9 to all claims arising under the California Labor Code including, but not limited to, sections 200-
10 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515, 1174, 1174.5,
11 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.* and 2802 as alleged in the Operative Complaint,
12 and the wage orders of the California Industrial Welfare Commission based the facts alleged in the
13 Action (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released
14 PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from September 20, 2022
15 through August 8, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period,
16 regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement
17 checks sent pursuant to the Settlement. PAGA Members cannot and do not have the right to opt
18 out of the PAGA Group and/or release their PAGA claims against the Released Parties. As such,
19 an individual opting out of the Settlement Class has no impact as to their/his/her standing and/or
20 inclusion in the PAGA Group assuming they/he/she qualify(ies) as a PAGA Member.

21 10. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
22 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
23 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
24 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
25 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
26 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
27 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
28 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed

1 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
2 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
3 action or proceeding in any court, administrative agency or other tribunal for any purpose
4 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
5 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
6 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
7 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
8 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
9 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
10 Released Class Claims and the Released PAGA Claims.

11 11. The Court hereby enters judgment in the entire Action as of the filing date of this
12 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
13 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
14 interpretation, implementation and enforcement of the Settlement and all orders entered in
15 connection therewith pursuant to California Code of Civil Procedure section 664.6.

16 12. The Court finds the settlement payments provided for under the Settlement to be fair
17 and reasonable in light of all of the circumstances. The Court orders the calculations and the
18 payments to be made and administered in accordance with the terms of the Settlement.

19 13. The Court hereby confirms Blumenthal Nordrehaug Bhowmik De Blouw LLP and
20 Castle Law: California Employment Counsel, PC as Class Counsel for the Settlement Class and for
21 all PAGA Members.

22 14. The Court further finds that the common fund doctrine is applicable to this Action
23 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
24 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
25 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
26 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
27 Court finds the attorneys’ fees request of thirty-three and one-third percent (33 1/3%) of the
28 Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys’

1 fees request is within the range that has been approved by other courts in similar cases and
2 reasonable in light of the circumstances of this Action, the substantial and beneficial results
3 obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
4 Action, which included potential loss at summary judgment, certification and/or trial proceedings.
5 Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by
6 Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$450,000.00
7 and attorneys' costs in the amount of \$25,000.00, from the Maximum Settlement Amount as final
8 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
9 owed to Class Counsel and any other person or entity related to this Action. The Court further
10 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
11 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
12 bank account of "Blumenthal Nordrehaug Bhowmik De Blouw LLP and Castle Law: California
13 Employment Counsel, PC" as Class Counsel in this Action.

14 15. The Court also hereby approves and orders payment of an Enhancement Award to
15 Plaintiffs and Class Representatives Ruth Oyeniyi Abe, Misty Beck and Sarah Christian in the
16 amount of \$10,000.00 per Class Representative from the Maximum Settlement Amount.

17 16. The Court also hereby approves and orders payment in the amount of \$20,250.00
18 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
19 Workforce Development Agency. The Court also hereby approves and orders payment in the
20 amount of \$6,750.00 from the Maximum Settlement Amount as the Net PAGA Settlement Amount
21 to be distributed to the PAGA Members. The amount to be paid per workweek to PAGA Members
22 will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount
23 by the aggregate number of weeks worked by PAGA Members.

24 17. The Court also hereby approves and orders payment from the Maximum Settlement
25 Amount for actual claims administration expenses incurred by the Settlement Administrator, ILYM
26 Group, in the amount of \$ [REDACTED].

27 18. The Court also hereby approves and orders that any residue from uncashed
28 settlement award checks after the expiration date, which shall not be less than 180 days after the

1 issuance of the check, will be paid out to Koinonia Family Services, as the *cy pres* recipient pursuant
2 to California Code of Civil Procedure section 384(b); any residue received by Koinonia Family
3 Services shall be used solely for child advocacy programs within the State of California pursuant
4 to Code of Civil Procedure section 384(b).

5 19. The Court also hereby finds and orders that the Stipulation of Settlement is and
6 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims against
7 Defendant and the Released Parties.

8 20. Provided the Settlement becomes effective under the terms of the Stipulation of
9 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
10 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
11 Implementation Schedule within the Preliminary Approval Order.

12 21. The Court also hereby finds that there were no objections to the Settlement raised
13 by any person on the record at the hearing on the Final Approval Order.

14 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

15
16 Dated: _____

17 _____
Honorable Jill Talley

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 06/13/2025
Due On: 07/13/2025

Ruth Oyeniye Abe
601 Cannery Avenue, 506
Sacramento, CA 95811

CA2896

UCP of Greater Sacramento

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	02/20/2023	Review and analyze original intake notes. Legal research regarding related litigation against Defendant in State and Federal courts. Review previous settlements. Research Defendant's business operations in CA and Sec. of State information.	3.40	\$850.00	\$2,890.00
NDB	02/21/2023	Review Plaintiff's individual DFEH and retaliation claims under 1102.5. Research previous decisions and settlements for similar claims. Analyze emails and docs from client. Review off the clock and minimum wage claims.	3.10	\$850.00	\$2,635.00
NDB	03/04/2023	Review Plaintiff's entire employment file for legal claims. Review pay stubs and other written policy documents. Analyze for wage statement and regular rate violations. Obtain background facts for complaint.	4.00	\$850.00	\$3,400.00
NDB	04/16/2023	Review facts and law. Research. Draft original complaint.	4.50	\$850.00	\$3,825.00
NDB	05/09/2023	Review facts and law. Draft complaint. Send Complaint via email to Plaintiff for approval. Discuss claims and complaint with Plaintiff. Review and revise Complaint allegations per Plaintiff's instructions.	4.00	\$850.00	\$3,400.00
NDB	05/11/2023	Draft internal case notes memo detailing facts	2.20	\$850.00	\$1,870.00

		and law.			
KN	07/08/2023	Review analysis and notes from ND; review document; review draft complaint; analysis of facts and claims; advise ND and RE	2.00	\$950.00	\$1,900.00
RE	09/12/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	09/12/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	09/18/2023	Review/revise/edit class action complaint draft; finalize for filing	2.75	\$675.00	\$1,856.25
RE	09/18/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	09/18/2023	Review & finalize class action complaint package; file in sacramento sup ct.	0.75	\$675.00	\$506.25
KN	09/18/2023	Review final draft complaint	0.50	\$950.00	\$475.00
RE	09/27/2023	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
KN	09/28/2023	Review filed documents and memo from RE	0.30	\$950.00	\$285.00
SB	10/04/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
SB	10/18/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
SB	11/07/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	11/14/2023	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	11/14/2023	File POS of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	11/14/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	12/15/2023	Review email from OPC re service via NAR; prep class action docs for service of process; prepare NAR; email to OPC w service docs & NAR; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
NDB	01/23/2024	Review and analyze sick pay and 2802 claims. Legal research regarding the same. Review case file and discuss with litigation team.	2.20	\$850.00	\$1,870.00
VR	01/29/2024	telephone conference of counsel re case, mediation, and related actions; review related PAGA letter; correspondence to Def; advise PM	2.00	\$750.00	\$1,500.00
NDB	02/26/2024	Review and analyze joint prosecution agreement. Review and analyze related case court docket and overlap of claims. Send JPA to Plaintiff for	1.00	\$850.00	\$850.00

		signature. Follow up to discuss terms and status of case.			
KN	02/26/2024	Review status and emails; review analysis from ND; review JPA and issues with co-counsel	0.50	\$950.00	\$475.00
CJ	03/06/2024	Evaluate claims, pay stubs, and JPA in prep for drafting mediation data adn doc request	1.00	\$550.00	\$550.00
CJ	03/06/2024	Draft mediation data and doc request to Def	0.75	\$550.00	\$412.50
CJ	03/06/2024	Evaluate 1198 file, pull exhibits and annotate re same	1.00	\$550.00	\$550.00
CJ	03/22/2024	Analyze case and claims, review mediation deadlines and annotate chart for mediation	1.00	\$550.00	\$550.00
CJ	03/25/2024	Evaluate complaint, claims and case notes, review exhibit book and status of pre-mediation docs, review correspondence requesting docs, correspond with OPC	1.00	\$550.00	\$550.00
CJ	04/01/2024	Evaluate status of documents produced in case, review case and claims in preparation for mediation	1.00	\$550.00	\$550.00
VR	04/04/2024	Review and Analyze: review documents and complaint; review correspondence between parties; review protective order; advise CJ	1.00	\$750.00	\$750.00
CJ	04/04/2024	Evaluate complaint and case notes, review CMO and status of mediation	1.00	\$550.00	\$550.00
CJ	04/04/2024	Research ROA, evaluate Judge Talley's orders re tentative rulings	0.50	\$550.00	\$275.00
CJ	04/04/2024	Draft Joint Report, sent to OPC and co-counsel, evaluate OPC's positions re same	1.50	\$550.00	\$825.00
CJ	04/04/2024	Analyze robust Protective Order from OPC, draft redlines to same and advise VR and co counsel	1.00	\$550.00	\$550.00
CJ	04/05/2024	Revise J CMC Statement, correspond with OPC and co counsel re same, evaluate OPC position re Joint Report, review redlines and accept, sent for filing	0.75	\$550.00	\$412.50
GG	04/05/2024	Finalize, file, serve CMC statement.	0.40	\$250.00	\$100.00
CJ	04/08/2024	Review confidentiality agreement issue and finalize for p's execution	0.50	\$550.00	\$275.00
CJ	04/09/2024	Evaluate Plaintiff's documents and claims, set time to discuss with Plaintiff on T/C.	0.75	\$550.00	\$412.50
CJ	04/10/2024	Prepare for call, evaluate 1198 folder and complaint, annotate re same	1.00	\$550.00	\$550.00

CJ	04/10/2024	Correspond with Plaintiff	0.50	\$550.00	\$275.00
CJ	04/10/2024	Review correspondence from opc and co counsel, correspond re same, review status of execution from Plaintiff, sent to OPC	0.50	\$550.00	\$275.00
CJ	04/12/2024	Research Wage Orders no. 5 and Nos. 15, evaluate notes re exemptions, prepare for call with Plaintiff	1.00	\$550.00	\$550.00
CJ	04/12/2024	T/c with Plaintiff to go over case and claims	1.00	\$550.00	\$550.00
CJ	04/17/2024	Evaluate case and claims in preparation for mediation, begin review of document production and analyze/ annotate in prep for mediation	1.00	\$550.00	\$550.00
SB	04/18/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
CJ	04/19/2024	Prepare for CMC, evaluate CMC St and orders, research ROA, evaluate order and memorialize to firm	0.75	\$550.00	\$412.50
CJ	04/22/2024	Evaluate status of documents with expert, correspond with expert, evaluate issues presented, research docs	1.00	\$550.00	\$550.00
CJ	04/22/2024	Continue analysis of Defendant's document production (over 500 pgs)	1.00	\$550.00	\$550.00
CJ	04/22/2024	Continue analysis of Defendant's document production (over 500 pgs), continue pulling exhibits and annotation	1.00	\$550.00	\$550.00
SB	04/22/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
CJ	04/23/2024	Continue analysis of documents produced by Def - evaluate handbook 1, annotate re same	1.00	\$550.00	\$550.00
CJ	04/23/2024	Continue analysis of documents produced by Def - evaluate handbook 2, annotate re same	1.00	\$550.00	\$550.00
CJ	04/24/2024	Continue case analysis and mediation prep	1.00	\$550.00	\$550.00
NDB	04/24/2024	Review and analyze court docket and case file. Review data produced for mediation purposes. Analyze meal and rest break claims. Legal research regarding the same. Prepare for mediation.	3.90	\$850.00	\$3,315.00
KN	04/24/2024	Review status; review documents and analysis of documents by CJ; analyze facts and claims; advise staff and strategy	1.00	\$950.00	\$950.00
PM	04/25/2024	Review Def. documents, mediation notes, and wage order; review mediation brief.	1.50	\$750.00	\$1,125.00

AB	04/25/2024	Draft mediation brief.	4.00	\$895.00	\$3,580.00
CJ	04/25/2024	Review related case complaint, and review Wage Order No. 5, review offer letters to Plaintiffs	1.00	\$550.00	\$550.00
CJ	04/25/2024	T/C with co counsel re case and claims in preparation for mediation, annotate	1.00	\$550.00	\$550.00
NDB	04/26/2024	Review and revise mediation brief.	3.50	\$850.00	\$2,975.00
KN	04/26/2024	Review and revise mediation brief; review exhibits for mediation; advise AJ	1.00	\$950.00	\$950.00
SB	04/29/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	04/29/2024	Research previous settlements with similar claims and workweeks for mediation valuation. Review and analyze all mediation materials including brief and expert damage report and notes and assumptions.	2.70	\$850.00	\$2,295.00
AB	05/01/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	05/01/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	05/02/2024	Review mediator's proposal; discuss with ND	0.30	\$750.00	\$225.00
NB	05/02/2024	Review docs and analyze med proposal for settlement issues. Advise AJ.	3.00	\$995.00	\$2,985.00
KN	05/02/2024	Review status and mediator proposal; review emails from AJ regarding mediation; analysis regarding approval issues; advise AJ	0.50	\$950.00	\$475.00
NB	05/10/2024	review med proposal, analyze re settlement.	2.50	\$995.00	\$2,487.50
NB	05/13/2024	Review med MOU, analyze terms re long form.	2.75	\$995.00	\$2,736.25
AB	05/15/2024	Review/revise MOU; draft/send corr re same to defendant	2.00	\$895.00	\$1,790.00
KN	05/15/2024	Review MOU draft and revisions; advise AJ	0.50	\$950.00	\$475.00
NDB	05/16/2024	Review mediation notes and results. Review and analyze MOU terms. DSend MOU to Plaintiff. Discuss terms and settlement amounts. Follow up for signature.	1.20	\$850.00	\$1,020.00
PM	06/15/2024	Review and analyze MOU; begin drafting amended complaint.	1.50	\$750.00	\$1,125.00
PM	07/03/2024	Review Def. settlement agreement and review KN revisions; strategize re revisions to settlement agreement.	2.00	\$750.00	\$1,500.00
PM	07/09/2024	Review, analyze, revise long form settlement agreement; review and analyze MOU	2.00	\$750.00	\$1,500.00

KN	07/10/2024	Review draft agreement; analysis of issues raised by PM; advise PM	1.50	\$950.00	\$1,425.00
PM	07/10/2024	Review and analyze MOU; review/revise long form settlement agreement; advise KN re the same; advise co-counsel re the same.	3.50	\$750.00	\$2,625.00
PM	08/02/2024	Draft/review/revise FAC; review long form settlement agreement.	3.00	\$750.00	\$2,250.00
PM	08/12/2024	Review draft agreement; review status of correspondences with defense counsel; correspond with defense regarding TPA bids.	0.50	\$750.00	\$375.00
GG	08/22/2024	Review email from Def. and notice of change in counsel, update POS.	0.20	\$250.00	\$50.00
GG	08/26/2024	Finalize, file, and serve stipulation and proposed order re Stip to file FAC, and email courtesy copy to court.	0.70	\$250.00	\$175.00
GG	08/27/2024	Save filed stipulation for leave to file FAC, and check status of order.	0.10	\$250.00	\$25.00
GG	08/30/2024	ROA review, circulate remote appearance information for upcoming CMC	0.10	\$250.00	\$25.00
PM	09/03/2024	Review status of settlement agreement; review and finalize FAC.	0.75	\$750.00	\$562.50
GG	09/03/2024	Finalize, update POS, file, serve FAC. Add to filings to track list and email to firm.	0.70	\$250.00	\$175.00
AR	09/04/2024	Review file for status; draft follow up correspondence regarding case management statement.	0.40	\$550.00	\$220.00
AR	09/04/2024	Review and obtain orders from docket; draft follow up correspondence.	0.50	\$550.00	\$275.00
GG	09/05/2024	ROA check re status of CMC and stipulation to continue. Download order re stipulation and advise team re continued hearing. Save order to file.	0.20	\$250.00	\$50.00
PM	09/05/2024	Review MOU; review and revise draft settlement agreement; review draft exhibits.	1.50	\$750.00	\$1,125.00
AR	09/05/2024	Review docket for tentative; review order continuing CMC; draft follow up correspondence.	0.50	\$550.00	\$275.00
KN	09/05/2024	Review further revisions to the Agreement; analysis of last issue; advise PM	0.50	\$950.00	\$475.00
PM	09/06/2024	Review and revise long form settlement agreement; draft correspondence to Def. regarding revisions.	1.00	\$750.00	\$750.00

KN	09/19/2024	Review revised exhibits; email with co-counsel; review current draft agreement and the MOU; memo to Def regarding final issue.	2.00	\$950.00	\$1,900.00
KN	10/02/2024	Review final revised Agreement and exhibits; analysis of final issues; memo to Defendant regarding two final revisions	2.00	\$950.00	\$1,900.00
NDB	10/03/2024	Review and analyze settlement agreement terms and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Discuss terms and process of settlement approval. Follow up for signature.	1.20	\$850.00	\$1,020.00
GG	10/10/2024	Check ROA re FAC conformed copy.	0.10	\$250.00	\$25.00
GG	10/17/2024	Review email re motion for preliminary approval and request dates from clerk.	0.20	\$250.00	\$50.00
PM	10/18/2024	Review long form settlement agreement; finalize Plaintiffs' executed version.	0.25	\$750.00	\$187.50
GG	10/21/2024	Follow up email to court clerk re date for motion for prelim approval.	0.10	\$250.00	\$25.00
PM	10/21/2024	Review status of settlement agreement and strategize re the same.	0.25	\$750.00	\$187.50
GG	10/22/2024	Review email from clerk re dates for motion for prelim approval, forward to PM.	0.10	\$250.00	\$25.00
GG	10/23/2024	Review email confirmation re MPA, save reservation/confirmation to file, send to CJ for calendaring.	0.20	\$250.00	\$50.00
KN	11/19/2024	Prepare approval chart; draft motion for preliminary approval; email draft motion to counsel	4.50	\$950.00	\$4,275.00
CJ	01/13/2025	Research claims, status of case, and status of settlement in preparation for submitting joint cmc statement	0.50	\$550.00	\$275.00
CJ	01/13/2025	Draft joint cmc statement , revise, sent to OPC	1.00	\$550.00	\$550.00
CJ	01/14/2025	Confirm Joint Statement for filing	0.25	\$550.00	\$137.50
GG	01/16/2025	Finalized, filed, and served Joint CMC Statement, and emailed copy to court.	0.40	\$250.00	\$100.00
GG	01/17/2025	Reviewed notice re filing of cmc, downloaded conformed copy and saved.	0.10	\$250.00	\$25.00
KN	01/23/2025	Review status of motion and emails; memo to Admin; review declaration from co-counsel	0.75	\$950.00	\$712.50
KN	01/24/2025	Review and revise motion for preliminary approval; finalize motion and proposed order; file	3.50	\$950.00	\$3,325.00

		and serve motion; serve LWDA			
AR	01/30/2025	Review file for status; review docket and retrieve tentative; draft follow up correspondence.	0.50	\$550.00	\$275.00
GG	02/12/2025	Reviewed ROA to confirm upcoming CMC, and added to events email.	0.10	\$250.00	\$25.00
KN	02/19/2025	Review emails and filed documents; download filed motion papers; register for notifications; check for tentative ruling	0.40	\$950.00	\$380.00
KN	02/20/2025	Review docket; review tentative ruling; email counsel; plan next steps	0.40	\$950.00	\$380.00
KN	02/21/2025	Prepare documents; memorandum to Administrator with instructions; check to include all counsel	0.50	\$950.00	\$475.00
KN	02/24/2025	Review docket and signed order; memo to Admin with documents	0.50	\$950.00	\$475.00
KN	03/31/2025	Review Admin email; review spreadsheet; double-check figures; update approval outline.	0.50	\$950.00	\$475.00
NDB	05/15/2025	Review and respond to class member inquires. review court docket and case file.	0.80	\$850.00	\$680.00
PM	06/04/2025	Review preliminary approval order and settlement agreement; review correspondences from settlement administrator; draft final approval motion.	3.50	\$750.00	\$2,625.00
KN	06/05/2025	Review and revise draft motion for final approval; prepare redline proposed order; update approval outline; memo to staff; email Defendant with draft motion.	2.30	\$950.00	\$2,185.00
KN	06/06/2025	Review email from Defendant; review revisions to proposed final order; respond to the Defendant	0.50	\$950.00	\$475.00
PM	06/11/2025	Draft, review, revise declaration in support of final approval motion. Review final approval motion draft.	2.50	\$750.00	\$1,875.00
KN	06/12/2025	Review and revise draft declaration; review status of Admin and admin report; email Admin; email to Defendant	1.00	\$950.00	\$950.00
GG	06/12/2025	Reviewed and reviewed memorandum re final approval and updated table of contents and authorities.	1.50	\$250.00	\$375.00
KN	06/13/2025	Work on declaration; insert regarding attorneys and time; work on compliance with checklist	1.50	\$950.00	\$1,425.00
KN	06/13/2025	Review and revise motion; revise proposed order; review billing for accuracy; prepare final motion	3.00	\$950.00	\$2,850.00

for filing; file and serve motion; serve LWDA

Quantity Subtotal 191.1

Services Subtotal \$140,643.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	09/27/2023	Onelegal/Court Fees	1.00	\$1,745.00	\$1,745.00
Expense	11/30/2023	KNOX Filing and Messenger Service	1.00	\$154.05	\$154.05
Expense	12/13/2023	Onelegal/Court Fees	1.00	\$144.39	\$144.39
Expense	05/07/2024	Expert Fees - Creal & Creal.	1.00	\$637.50	\$637.50
Expense	05/07/2024	Berger Consulting Fee	1.00	\$4,850.00	\$4,850.00
Expense	08/04/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$18.99	\$18.99
Expense	08/26/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$39.58	\$39.58
Expense	01/17/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.11	\$21.11
Expense	01/27/2025	One legal filing charge	1.00	\$89.26	\$89.26
Expense	01/28/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	06/11/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$7,847.64

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	16.0	\$895.00	\$14,320.00
Norm Blumenthal	8.25	\$995.00	\$8,208.75
Scott Blumenthal	26.6	\$450.00	\$11,970.00
Nicholas De Blouw	37.7	\$850.00	\$32,045.00
Ricardo Ehmann	9.5	\$675.00	\$6,412.50
Jeffrey Herman	0.3	\$750.00	\$225.00
Charlotte James	27.25	\$550.00	\$14,987.50
Piya Mukherjee	23.75	\$750.00	\$17,812.50
Kyle Nordrehaug	31.65	\$950.00	\$30,067.50
Victoria Rivapalacio	3.0	\$750.00	\$2,250.00

Andrew Ronan	1.9	\$550.00	\$1,045.00
Gerardo Galaviz	5.2	\$250.00	\$1,300.00
Quantity Total			191.1
Subtotal			\$148,491.39
Total			\$148,491.39

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/13/2025	\$148,491.39	\$0.00	\$148,491.39
Outstanding Balance				\$148,491.39
Total Amount Outstanding				\$148,491.39

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Kyle R. Nordrehaug (SBN 205975)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY BECK, and
SARAH CHRISTIAN, individually, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF GREATER
SACRAMENTO, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23CV008763

**DECLARATION OF RUTH OYENIYI
ABE IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: February 21, 2025

Hearing Time: 9:00 AM

Judge: Honorable Jill Talley

Dept: 23

Date Filed: September 20, 2023

Trial Date: Not set

1 I, Ruth Oyeniya Abe, 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 Respite Scheduler and Respite Support Specialist
10 for the Defendant United Cerebral Palsy of Greater Sacramento, Inc. ("UCP" or "Defendant") in
11 California and during that time period I was classified by UCP as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate, and I was underpaid overtime as a result. As another example, I often did not receive
26 compliant meal and rest breaks which were late, interrupted or missed entirely. I also did not
27

1 receive all the meal and rest break premiums I was entitled to and when I did receive premium
2 payments they were often an incorrect amount. Additionally, I was required to use my personal
3 cellular phone for company business without reimbursement by UCP. I was also required to
4 work off the clock at times, after hours for example, but I was not paid any wages for this time I
5 worked for the company.
6

7 6. I spoke to my attorneys several times and discussed how UCP 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 UCP 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 UCP 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 three 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 May 1, 2024, with Russ J. Wunderli, 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 on May 24, 2024, and when the final settlement
23 papers were ready, I closely reviewed the Settlement Agreement which I signed on October 6,
24 2024.
25

26 12. I have been actively involved with this lawsuit performing the duties described above.
27

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

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

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

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

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
26 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
27

1 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
2 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
3 Class Representative service payment is fair and reasonable.
4

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

7 Executed on 11/06/2024, at Sacramento, CA.
8 (city, state)

9
10 
RuthOyenyiAbe (Nov 6, 2024 17:32 PST)
11 Ruth Oyenyi Abe
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EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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Telephone: (916) 245-0122

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RUTH OYENIYI ABE, MISTY BECK, and
SARAH CHRISTIAN, individually on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF GREATER
SACRAMENT, INC, a Corporation; and
DOES 1 Through 50, Inclusive,

Defendants.

Case No. 23CV008763

CLASS ACTION

**DECLARATION OF MISTY BECK IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 21, 2025

Time: 9:00 am

Dept.: 23

Res. #: A-08763-001

Judge: Hon. Jill H. Talley

Date Filed: October 6, 2022

Trial Date: Not set

1 I, Misty Beck, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as one of the named
4 plaintiffs, and in support of Plaintiffs' Motion for Preliminary Approval of Class Action and
5 PAGA Settlement. I was employed by Defendant as a non-exempt respite worker.

6 2. I have actively participated in the litigation of this case. I have given a
7 detailed account of all the facts related to my employment with Defendant to my attorneys. I
8 provided my attorneys all documentation I had in support of the claims brought against
9 Defendants and searched for information to help support my claims and those of the class. I
10 met with and assisted my attorneys, Timothy Del Castillo and Kent Bradbury, in
11 understanding relevant documents and providing context for Defendant's pay policies as it
12 applied to me and how I believed it applied to other employees of Defendant.

13 3. My attorneys explained to me the risks and potential benefits of bringing a
14 class action and a claim under the Private Attorneys General Act. I understood that I took on
15 the risk, both professionally and financially, in pursuing the case as a class action rather than
16 pursuing my claims individually. I understood that I risked getting nothing in the end, but I
believed it was important to make sure that Defendants followed the law for everyone.

17 4. I maintained communication with my attorneys throughout the litigation,
18 discussing the facts, policies, and practices at issue in the case. I asked questions when I
19 needed clarification about various aspects of this case to make sure there were continually
20 steps taken to advance the interests of the class. I also understood that the recovery in this
21 case was for the benefit of my fellow employees, not just for me. When my attorneys
22 contacted me asking about more information or documents related to the case, I made myself
23 available and tried to give or obtain any additional information I could. I was also available
24 at all times during the full day of mediation so that my attorneys were able to communicate
25 with me, which we did as the day progressed. I also made myself available to review and
26 sign anything I needed to that day and throughout the life of this case. I spent a significant
27 amount of time pursuing this litigation during the past year, including meeting with my
28

1 attorneys, reviewing documents, having phone calls with my attorneys, and exchanging
2 emails with my attorneys.

3 5. I conservatively estimate that, since initiating litigation, I have spent approximately
4 40 hours at least reviewing my personal records for information helpful this this lawsuit, assisting
5 with drafting the PAGA notice, assisting with drafting the Complaint, meeting with my attorneys,
6 responding to questions, preparing for mediation and assisting with mediation, and additional
7 follow-up necessary for approval of the settlement.

8 6. I reviewed the final Joint Stipulation of Class Action Settlement and Release,
9 discussed the terms with my attorney, and asked my attorney any questions I had. I believe
10 the settlement terms are fair to all class members.

11 7. As a class representative, I took on the risk of having to pay Defendant's costs
12 if we were unsuccessful in bringing our claims. I have also provided a waiver and general
13 release of my potential claims beyond the wage and hour claims asserted in this action as part
14 of coming to this proposed class action settlement.

15 8. I understand that any class representative enhancement award I may receive is
16 for my participation as a class representative and it is not contingent on my support or
17 approval of the settlement.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 8th day of January, 2025, in Sacramento,
20 California.

21 

22 Misty Beck (Jan 7, 2025 15:24 PST)

23 Misty Beck
24
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(Abe Beck) Beck Decl ISO PAM

Final Audit Report

2025-01-07

Created:	2025-01-07
By:	Kathleen Rodda (kr@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArF3RY2qZ9TEC5b55Zr6P182I1HRTRhC2

"(Abe Beck) Beck Decl ISO PAM" History

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2025-01-07 - 11:00:33 PM GMT

 Document emailed to Misty Beck (mistylu.cali@gmail.com) for signature
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 Email viewed by Misty Beck (mistylu.cali@gmail.com)
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 Document e-signed by Misty Beck (mistylu.cali@gmail.com)
Signature Date: 2025-01-07 - 11:24:17 PM GMT - Time Source: server

 Agreement completed.
2025-01-07 - 11:24:17 PM GMT

EXHIBIT #7

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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Telephone: (916) 245-0122

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RUTH OYENIYI ABE, MISTY BECK, and
SARAH CHRISTIAN, individually on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF GREATER
SACRAMENTO, INC, a Corporation; and
DOES 1 Through 50, Inclusive,

Defendants.

Case No. 23CV008763

CLASS ACTION

**DECLARATION OF SARAH
CHRISTIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 21, 2025

Time: 9:00 am

Dept.: 23

Res. #: A-08763-001

Judge: Hon. Jill H. Talley

Date Filed: October 6, 2022

Trial Date: Not set

1 I, Sarah Christian, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as one of the named
4 plaintiffs, and in support of Plaintiffs' Motion for Preliminary Approval of Class Action and
5 PAGA Settlement. I was employed by Defendant as a non-exempt respite worker.

6 2. I have actively participated in the litigation of this case. I have given a
7 detailed account of all the facts related to my employment with Defendant to my attorneys. I
8 provided my attorneys all documentation I had in support of the claims brought against
9 Defendants and searched for information to help support my claims and those of the class. I
10 met with and assisted my attorneys, Timothy Del Castillo and Kent Bradbury, in
11 understanding relevant documents and providing context for Defendant's pay policies as it
12 applied to me and how I believed it applied to other employees of Defendant.

13 3. My attorneys explained to me the risks and potential benefits of bringing a
14 class action and a claim under the Private Attorneys General Act. I understood that I took on
15 the risk, both professionally and financially, in pursuing the case as a class action rather than
16 pursuing my claims individually. I understood that I risked getting nothing in the end, but I
believed it was important to make sure that Defendants followed the law for everyone.

17 4. I maintained communication with my attorneys throughout the litigation,
18 discussing the facts, policies, and practices at issue in the case. I asked questions when I
19 needed clarification about various aspects of this case to make sure there were continually
20 steps taken to advance the interests of the class. I also understood that the recovery in this
21 case was for the benefit of my fellow employees, not just for me. When my attorneys
22 contacted me asking about more information or documents related to the case, I made myself
23 available and tried to give or obtain any additional information I could. I was also available
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25 with me, which we did as the day progressed. I also made myself available to review and
26 sign anything I needed to that day and throughout the life of this case. I spent a significant
27 amount of time pursuing this litigation during the past year, including meeting with my
28

1 attorneys, reviewing documents, having phone calls with my attorneys, and exchanging
2 emails with my attorneys.

3 5. I conservatively estimate that, since initiating litigation, I have spent approximately
4 40 hours at least reviewing my personal records for information helpful this this lawsuit, assisting
5 with drafting the PAGA notice, assisting with drafting the Complaint, meeting with my attorneys,
6 responding to questions, preparing for mediation and assisting with mediation, and additional
7 follow-up necessary for approval of the settlement.

8 6. I reviewed the final Joint Stipulation of Class Action Settlement and Release,
9 discussed the terms with my attorney, and asked my attorney any questions I had. I believe
10 the settlement terms are fair to all class members.

11 7. As a class representative, I took on the risk of having to pay Defendant's costs
12 if we were unsuccessful in bringing our claims. I have also provided a waiver and general
13 release of my potential claims beyond the wage and hour claims asserted in this action as part
14 of coming to this proposed class action settlement.

15 8. I understand that any class representative enhancement award I may receive is
16 for my participation as a class representative and it is not contingent on my support or
17 approval of the settlement.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 8th day of January, 2025, in Sacramento,
20 California.

21 

22 Sarah Christian (Jan 8, 2025 10:49 PST)

23 Sarah Christian
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(Abe Beck) Christian Decl ISO PAM

Final Audit Report

2025-01-08

Created:	2025-01-07
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"(Abe Beck) Christian Decl ISO PAM" History

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-  Document emailed to Sarah Christian (missbeara1991@gmail.com) for signature
2025-01-07 - 11:03:02 PM GMT
-  Email viewed by Sarah Christian (missbeara1991@gmail.com)
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-  Agreement completed.
2025-01-08 - 6:49:49 PM GMT



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