

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

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

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

15 MELINDA WHEELER and MALLORY
16 DUNN, individually, on behalf of themselves
17 and on behalf of all persons similarly
18 situated,

19 Plaintiffs,

20 vs.

21 SISKIYOU HOSPITAL, INC., a California
22 Corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: **25CV01525**

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

Hearing Date: June 18, 2026

Hearing Time: 9:30 a.m.

Judge: Hon. Kendall Hannon

Courtroom: 2

Date Action Filed: February 18, 2025

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the Class Action and PAGA Settlement Agreement (“Agreement”) with
9 Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”), which motion
10 seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action with
11 Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
12 of “all individuals who are or were employed by Defendant and classified as non-exempt direct
13 employees who worked at least one Workweek in California at any time during the Class Period”,
14 which is February 18, 2021 through February 8, 2026; (3) provisionally appointing Plaintiffs as the
15 representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De
16 Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide notice of
17 the settlement; (6) directing that notice of the proposed settlement be given to the Class; (7)
18 appointing ILYM Group, Inc. as the Administrator; and, (8) scheduling a final approval hearing
19 date, proposed for October 22, 2026, to consider Plaintiffs’ motion for final approval of the
20 settlement and for approval of attorneys’ fees, expenses and the service awards. Attached hereto as
21 Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
22 (“Agreement”) along with exhibits thereto. The form of the Agreement is based upon the Los
23 Angeles County Superior Court model form for a class and PAGA settlement. This Declaration
24 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
25 the same meaning as set forth in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount

1 of One Million Seven Hundred Thousand Dollars (\$1,700,000) (the “Gross Settlement Amount”) is
2 to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
3 issues pending in the Action between the Parties and will be made in full and final settlement of the
4 Released Class Claims in exchange for the payments to Participating Class Members from the Net
5 Settlement Amount, and (a) the costs of administration of the settlement, (b) all attorneys’ fees and
6 costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment allocated
7 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶ 1.20.) The following is
8 a table of the key Settlement terms and the proposed deductions:

9 **\$1,700,000** (Gross Settlement Amount)

- 10 - \$30,000 (Plaintiffs’ two proposed service awards - not to exceed amount)
- 11 - \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 12 - \$566,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 13 - \$35,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 14 - \$17,000 (Administration Expenses Payment - not to exceed amount)

15 **\$1,023,334** (Net Settlement Amount)

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

21 5. On December 3, 2025, the Parties participated in an all-day mediation with Tripper
22 Ortman, a respected and experienced mediator of wage and hour class actions. In preparation for
23 the mediation, Defendant provided Class Counsel with payroll, time and employment data, along
24 with other information regarding the Class Members, various internal documents, and other
25 compensation and employment-related materials. Class Counsel analyzed the data with the
26 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
27 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
28

1 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is
2 fair, reasonable and adequate.

3 6. Based upon an estimated 1,310 Class Members who worked an estimated 114,070
4 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of
5 \$1,297 per Class Member and \$14.90 per workweek, and after deductions the Net Settlement
6 Amount provides an average recovery of \$781.17 per Class Member and a recovery of \$8.97 per
7 workweek. The calculations to compensate for the amount due for the Class at the time of the
8 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose
9 claims are at issue in this Action, Plaintiffs used this expert to analyze the data and determine the
10 potential unpaid wages for the employees. The maximum potential damages were calculated to be
11 \$5,562,662 for the alleged unpaid wages for off-the-clock work at one hour per week, \$29,508 for
12 the alleged underpaid overtime wages based on the miscalculation of the regular rate, \$42,635 for
13 the alleged underpaid PTO and sick pay based on the miscalculation of the regular rate, \$2,027,119
14 for alleged meal period damages based upon a 15.5% potential violation rate for all shifts worked
15 observed in the time records after deducting for meal premiums already paid by Defendant.
16 \$2,385,975 for alleged rest period damages based upon the same 15.5% potential violation rate
17 observed for meal periods, \$144,395 for alleged unreimbursed cell-phone expenses at \$5 per month.
18 Because the alternative workweeks schedule was determined to be valid and registered, there were
19 no damages based upon the alternative workweek schedule. As a result, the total damage valuation
20 was calculated such that Defendant was subject to a maximum damage claim in the amount of
21 \$10,192,294. As to potential penalties, Plaintiffs calculated that potential waiting time penalties
22 were a maximum of \$2,971,216, and potential maximum wage statement penalties were
23 \$2,316,250.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure theories.

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

1 Consequently, the Gross Settlement Amount of \$1,700,000 represents more than 16.6% of the
2 maximum value of the alleged damages at issue in this case at the time this Settlement was
3 negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the
5 claims for waiting time and wage statement penalties, even if wages were owed to the Class. The
6 above maximum calculations should then be realistically risk-adjusted in consideration for both the
7 risk of class certification and the risk of establishing class-wide liability on all claims. Given the
8 amount of the settlement as compared to the potential value of claims in this case and the defenses
9 asserted by Defendant, this settlement is fair and reasonable.

10
11 Procedural History of the Litigation

12 7. On January 6, 2024, Plaintiff Melinda Wheeler filed with the LWDA and served on
13 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
14 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations
15 which asserted violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7,
16 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
18 Section 11070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare
19 Commission Wage Order(s). The PAGA Notice by Plaintiff Wheeler is attached hereto as Exhibit
20 #3 for the Court's reference. The LWDA did not respond to the notice within the statutorily
21 required time frame and, as such, Plaintiff Wheeler became authorized to act as a Private Attorney
22 General on all alleged PAGA claims.

23 8. On February 18, 2025, Plaintiff Wheeler commenced this Action by filing a
24
25 _____
26 good faith dispute as to whether and when the wages were due.").

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

1 Complaint against Defendant in the Superior Court of the State of California, County of Siskiyou
2 (“Class Action”). The Class Action Complaint asserted class claims against Defendant for: (1)
3 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay
4 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay
5 overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide
6 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
7 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
8 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to
9 reimburse employees for required expenses in violation of California Labor Code § 2802; and, (8)
10 failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246.³ On
11 March 21, 2025, plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the
12 State of California, County of Siskiyou ("PAGA Action"). The PAGA Action complaint asserted
13 claims that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
14 ("PAGA") and sought to recover civil penalties based on the alleged PAGA claims.

15 9. On April 13, 2026, Plaintiffs filed a First Amended in the Class Action, which
16 added the claims from the PAGA Action, clarifying that the Action alleges violations of Labor
17 Code sections 204 and 1174(d), and adding Mallory Dunn as a named Plaintiff. The First Amended
18 Complaint is the operative complaint in the Action (the “Operative Complaint”).

19 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
20 including informal discovery and the production of documents, class data, and other information,
21 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
22 The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
23 payroll data and time punch data for the Class covering 226 employees, 76,804 shifts and
24 19,421 workweeks; (3) Defendant’s wage and hour policies; (4) the employment files for the
25 Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel
26

27 ³ The complaint also asserted separate individual claims on behalf of Plaintiff Wheller only for
28 retaliation in violation of Labor Code § 1102.5; and, discrimination and retaliation in violation of FEHA.

1 received the data and information for the Class, which was sufficient for Plaintiffs' expert to
2 prepare the valuations of the claims for the Class.

3 11. Class Counsel has extensive experience in litigating wage and hour class actions in
4 California. The Parties have vigorously litigated the Action since inception. During the course of
5 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
6 Defendant have engaged in significant research and investigation in connection with the Action.
7 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
8 and utilized an expert to perform an analysis of the data and valuation of the claims.

9 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
10 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
11 documents and information in connection with the Action. On December 3, 2025, the Parties
12 participated in an all-day mediation presided over by Tripper Ortman, a respected and experienced
13 mediator of wage and hour class actions. Following the mediation, the Parties agreed to settle the
14 Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of
15 Understanding. The Parties then negotiated the final terms of the settlement as set forth in the
16 Agreement. At all times, the negotiations were arm's length and contentious.

17 13. Although a settlement has been reached, Defendant denies any liability or
18 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
19 any purpose other than settlement, the Action is appropriate for class and/or representative
20 treatment. Defendant contends, among other things, that it has complied at all times with the
21 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
22 Defendant contends that class certification is inappropriate for any reason other than for settlement.
23 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
24 that the Action is appropriate for class certification on the basis that the claims meet the requisites
25 for class certification. Without admitting that class certification is proper, Defendant has stipulated
26 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10.) The
27 Parties agree that certification for settlement purposes is not an admission that class certification is
28 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that

1 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
2 Parties stipulate and agree that the requisites for establishing class certification with respect to the
3 Class are satisfied.

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

16
17 Settlement Terms and Plan of Allocation

18 15. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars
19 (\$1,700,000). (Agreement at ¶ 1.20.) Under the Settlement, the Gross Settlement Amount consists
20 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
21 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
22 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
23 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.20.) The Gross Settlement Amount does
24 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
25 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

26 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
27 payroll taxes to the Administrator within 30 days of the Effective Date. (Agreement at ¶ 4.3.) The
28 distribution of Individual Class Payments to Participating Class Members along with the other

1 Court-approved distributions shall be made within 14 days after the Defendant fully fund the
2 settlement. (Agreement at ¶ 5.1.)

3 17. The amount remaining in the Gross Settlement Amount after the deduction of
4 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
5 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
6 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
7 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
8 ¶¶ 1.26 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
9 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
10 total number of Workweeks worked by all Participating Class Members during the Class Period and
11 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
12 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will
13 have the right to challenge the number of Workweeks.

14 18. Class Members may choose to opt-out of the Settlement by following the directions
15 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
16 shall have forty-five (45) days from the date that the Class Notice is mailed to them (the "Response
17 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41,
18 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
19 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
20 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request,
21 will be paid their allocation of the PAGA Penalties and will remain subject to the release of the
22 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).)
23 Finally, the Class Notice will advise the Class Members of their right to object to the Settlement
24 and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

25 19. A Participating Class Member must cash his or her Individual Class Payment check
26 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
27 180 days will be voided and any funds represented by such checks sent to a Court-approved
28 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy

1 Pres Recipient"), which is proposed to be Legal Aid at Work. The Parties, Class Counsel and
2 Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the
3 intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

4 20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to
5 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
6 will be paid for settlement administration in an amount not to exceed \$17,000. (Agreement at ¶
7 3.2(c).) ILYM Group, Inc. provided an estimate of \$14,850 for administration expenses.

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

14 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
15 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
16 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$35,000, to be allocated
17 65% (\$22,750) to the LWDA PAGA Payment and 35% (\$12,250) to the Individual PAGA
18 Payments. (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a)
19 dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$12,250) by the
20 total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period
21 and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. (Agreement at ¶
22 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this
23 motion and the Agreement.

24 25 Risks of Continued Litigation and Standards for Approval

26 23. Class Counsel has conducted a thorough investigation into the facts of the class
27 action as detailed in the Declaration of Kyle Nordrehaug. Based on the Class data and their own
28 independent investigation, evaluation and experience, Class Counsel believes that the settlement

1 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in
2 the best interest of the Class in light of all known facts and circumstances, including the risk of
3 significant delay, defenses asserted by Defendant, and potential appellate issues. Decl. Nordrehaug
4 at ¶ 14. Plaintiffs and Class Counsel recognize the risks, expense and length of continuing to
5 litigate and trying this Action against Defendant and then litigating possible appeals which could
6 take several years. Plaintiffs and Class Counsel have determined that the Settlement set forth in the
7 Agreement is in the best interest of the Class Members.

8 24. A number of defenses asserted by Defendant present serious threats to the claims of
9 the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied
10 with all applicable Labor laws. Defendant argued that Class Members were paid for all time
11 worked and that work time was properly recorded. Defendant contends that its meal and rest period
12 policies fully complied with California law and that Defendant did not fail to provide the
13 opportunity for legally required meal and rest breaks and that most of the meal periods were subject
14 to the defense of health care worker meal waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*,
15 6 Cal. 5th 443 (2018). Defendant argues that its payment of significant meal and rest period
16 premiums is evidence of its lawful practices. Defendant contends that there was no failure to pay
17 for business expenses and any cell phone usage was merely convenient and voluntary such that
18 reimbursement was not legally required. Defendant also have an argument that the Supreme Court
19 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on
20 liability, value, and class certifiability as to the meal and rest period claims. Defendant argues that
21 based on its facially lawful practices, Defendant acted in good faith and without willfulness, which
22 if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
23 See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer
24 reasonably and in good faith believed it was providing a complete and accurate wage statement in
25 compliance with the requirements of section 226, then it has not knowingly and intentionally failed
26 to comply with the wage statement law.") If successful, Defendant's defenses could eliminate or
27 substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be
28 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to

1 recovery by the Class.

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

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

14 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
15 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
16 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
17 of litigation, and were subject to the risks of litigation on behalf of the Class. The Declarations of
18 the Plaintiffs are being submitted in support of this motion. At this stage, the requested service
19 award is within the accepted range of awards for purposes of preliminary approval. *See e.g.*
20 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022)
21 (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
22 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for
23 \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D.
24 Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser*
25 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
26 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL
27 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a
28 pool of \$100,000 in enhancements).

1 28. The stage of the proceedings at which this Settlement was reached also militates in
2 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
3 conducted a thorough investigation into the facts of the class action. Class Counsel began
4 investigating the Class Members' claims before the Action was filed, and during the course of
5 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary
6 information. Class Counsel conducted a review and analysis of the relevant documents and data.
7 Class Counsel was also experienced with these claims, as Class Counsel previously litigated and
8 settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
9 Class Counsel possessed sufficient information to make an informed judgment regarding the
10 likelihood of success on the merits and the results that could be obtained through further litigation.

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

19
20 Class Certification Issues

21 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
22 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
23 the Court may appropriately approve the Class as defined in the Agreement. This Court should
24 conditionally certify the Class for settlement purposes only, defined as follows:

25 All individuals who are or were employed by Defendant and classified as
26 non-exempt direct employees who worked at least one Workweek in California at
27 any time during the Class Period.

28 (Agreement at ¶ 1.4.)

1 The Class Period is from February 18, 2021 through February 8, 2026. (Agreement at ¶ 1.11).

2 a. **Numerosity** - Plaintiffs assert that the 1,310 current and former
3 employees that comprise the Class can be identified based on Defendant's records and are
4 sufficiently numerous for class certification.

5 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
6 law and fact are present, specifically the common questions of whether Defendant's practices were
7 lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class
8 Members were lawfully compensated for all hours worked, whether Defendant failed to provide
9 required expense reimbursement, and whether Class Members are entitled to damages and penalties
10 as a result of these practices. Plaintiffs contend that certification of this Class is appropriate
11 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
12 result, these common questions of liability could be answered on a class wide basis. Defendant
13 disputes that common questions predominate but will not oppose such a finding for purposes of this
14 Settlement only.

15 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
16 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
17 non-exempt employees, and, like every other member of the Class, were subject to the same
18 employment policies and practices. Plaintiffs, like every other member of the Class, also claim
19 owed compensation as a result of the Defendant's uniform company policies and practices. Thus,
20 the claims of Plaintiffs and the members of the Class arise from the same course of conduct by
21 Defendant, involve the same issues, and are based on the same legal theories. Defendant disputes
22 that the typicality requirement is satisfied but does not oppose a finding of typicality for purposes of
23 this Settlement only.

24 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
25 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
26 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
27 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
28 Class and has actively participated in the prosecution of this case to date. Plaintiffs effectively

1 communicated with Class Counsel, provided documents and information to Class Counsel, and
2 participated in the investigation and resolution of the Action. The personal involvement of the
3 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
4 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
5 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
6 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
7 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
8 adequacy of representation is satisfied for purposes of this Settlement.

9 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
11 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
12 experience. We have handled a number of class actions and complex cases and have acted both as
13 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
14 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
15 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
16 employment law class actions, including claims for misclassification, overtime, expense
17 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
19 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
20 adequate counsel by the courts throughout California. We have been approved as experienced class
21 counsel by both state and federal courts in California in contested class certification proceedings. A
22 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
23 settlement is defined as "all individuals who are or were employed by Defendant and classified as
24 non-exempt direct employees who worked at least one Workweek in California at any time during
25 the Class Period." I have reviewed my firm's cases and representation of other plaintiffs and there
26 is no conflict or representation which would prevent my firm from representing the interests of the
27 Class this case. My firm only represents employees, and not employers. My firm has never
28 represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject

1 matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally,
2 our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to
3 pursue the claims on behalf of other employees and classes as the claims are all against different
4 and distinct employers. I can think of no conflict that would arise in our representation of the Class
5 and our adequate representation of the Class is evidenced by the successful prosecution of the class
6 claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class
7 Counsel have any affiliation with the proposed Cy Pres Recipient or the Administrator for this
8 settlement. Thus, the adequacy requirement for my firm is satisfied for purposes of this Settlement.

9 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
10 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
11 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
12 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶
13 4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to
14 all Class Members via first-class U.S. Mail using the most current mailing address information
15 available. (Agreement at ¶ 8.4(b).) The Class Notice will include a Spanish translation.
16 (Agreement at ¶ 1.10.) The Class Notice will include, among other information: (i) information
17 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
18 including a description of the applicable release; (iii) information to the Class Members regarding
19 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
20 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
21 amount of the Plaintiffs’ service award request; and (vi) the anticipated expenses of the
22 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
23 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request
24 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) Class
25 Members shall be given the opportunity to object to the Settlement and the request for attorneys’
26 fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
27 Members who do not submit a timely and proper request to opt-out will automatically receive a
28 payment of their Individual Class Payment. This notice program was designed to meaningfully

1 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

2
3 33. The PAGA Claim -

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

16 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
17 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
18 \$1,175,100 and \$2,350,200 for a single violation in every one of the 23,502 pay periods at issue in
19 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
20 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
21 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
22 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
23 \$35,000. This allocation is justified by several important considerations. First, the PAGA claim
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$1,175,100 and \$2,350,200 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent 2024 amendments
to the PAGA statute cast further doubt on stacking of penalties.

1 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
2 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
3 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
4 such particular “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an
5 award that is unjust, arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2).
6 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
7 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
8 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
9 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
10 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
11 PAGA penalties awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff
12 prevailed on the PAGA claim. Even if we assume that violations for all 23,502 pay periods were
13 established, using the valuation from *Carrington* results in a potential recovery of only \$117,510
14 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of
15 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
16 under the reasoning of the LWDA in *O'Connor v. Uber*.

17 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
18 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
19 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
20 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
21 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
22 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
23 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
24 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
25 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
26 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
27 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
28 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA

1 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
2 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
3 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
4 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
5 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
6 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
7 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
8 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
9 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
10 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
11 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
12 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
13 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
14 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
15 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
16 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
17 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
18 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
19 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
20 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
21 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
22 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
23 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
24 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
25 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
26 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
27 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
28 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement

1 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
2 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
3 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
4 0.34% of \$1,450,000 settlement amount).

5
6 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
7 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
8 reasonable, and at the time of final approval, my firm will present lodestar to further support the
9 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
10 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
11 of the class action awards obtained by Class Counsel in similar employment actions throughout the
12 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
13 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
14 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
15 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
16 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
17 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
18 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
20 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
21 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
22 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
23 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
24 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
25 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
26 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
27 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
28 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On

1 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
2 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
3 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
4 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
5 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
6 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
7 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
8 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
9 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
10 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
11 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
12 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
13 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
14 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
15 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
16 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
17 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
18 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
19 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
20 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
21 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
22 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
23 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior
24 Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and
25 hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
26 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee
27 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
28 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a

1 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
2 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
3 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
4 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
5 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
6 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
7 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
8 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
9 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
10 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
11 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
12 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
13 (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a
14 one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v.*
15 *Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge
16 Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On
17 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case
18 no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
19 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
20 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
21 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
22 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
23 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
24 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
25 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in
26 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri
27 Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025,
28 in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge

1 Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27,
2 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-
3 00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
4 settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court
5 Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage
6 and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P\$B Intermodel*
7 *Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick
8 Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to
9 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
10 other similar cases.

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

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

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

3
4 36. Potentially Related Other Actions - I am aware on one matter, *Lorraine v. Siskiyou*
5 *Hospital, Inc.*, Case No. 25CV05151, filed on May 30, 2025 and pending in the Superior Court of
6 California, County of Siskiyou, asserting claims that will be extinguished or affected by the
7 Settlement. (Agreement at ¶ 2.11.)

8
9 37. Administration - After seeking bids from qualified administrators, the estimate from
10 ILYM Group, Inc. was selected, as it provided for an estimate of \$14,850 to perform the settlement
11 administration for up to 1,500 individuals, with any difference between the actual expenses and the
12 budget of \$17,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
13 used ILYM Group, Inc. successfully as the administrator in more than twenty class settlements in
14 the last couple years and know them to be competent and experienced. My firm has no relationship
15 or connection with ILYM Group, Inc., and thus no conflict of interest exists. Submitted in support
16 of the motion is the Declaration of Anthony Rogers of ILYM Group, Inc. which includes the
17 estimate for administration from ILYM Group, Inc. for this matter.

18
19 Service on the LWDA:

20 38. At the same time as the filing and service of this declaration, I am also serving the
21 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
22 Settlement Agreement. This service is verified by the accompanying proof of service.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 21st day of May, 2026, at La Jolla, California.

26 By: /s/ Kyle Nordrehaug
27 Kyle R. Nordrehaug, Esq.
28 Attorney for Plaintiffs

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn (“Plaintiffs”) and defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means collectively (1) the lawsuit alleging wage and hour violations against Defendant captioned *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525, initiated on or about February 18, 2025 and pending in the Superior Court of the State of California, County of Siskiyou, and (2) the lawsuit seeking to recover civil penalties based on alleged wage and hour violations against Defendant captioned *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV02323, initiated on or about March 21, 2025 and pending in the Superior Court of the State of California, County of Siskiyou.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for attorney’s fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.10. “Class Notice” or “Class Notice Packet” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period of time from February 18, 2021 through February 8, 2026.
- 1.12. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as the Class Representatives: Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn.
- 1.13. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and as consideration for the general release of all claims by the Plaintiffs/Class Representatives.
- 1.14. “Court” means the Superior Court of California, County of Siskiyou.
- 1.15. “Defendant” means Siskiyou Hospital, Inc., dba Fairchild Medical Center.
- 1.16. “Defense Counsel” means Mollie M. Burks, Seth Weisburst, and Nima Nayebe of Gorden Rees Scully Mansukhani, LLP.
- 1.17. “Effective Date” means the date by when the Court enters a Judgment on its Order Granting Final Approval of the Settlement.

- 1.18. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to grant final approval, implement the terms of this Agreement, and enter the Judgment.
- 1.20. "Gross Settlement Amount" means One Million Seven Hundred Thousand Dollars (\$1,700,000) which is the maximum total amount to be paid by Defendant as provided by this Agreement except as may potentially be required by Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment. The Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.21. "Individual Class Payment" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.22. "Individual PAGA Payment" means the PAGA Group Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.23. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to

Participating Class Members as Individual Class Payments.

- 1.27. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.28. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.29. “PAGA Group Member(s)” means all individuals who are or were employed by Defendant and classified as non-exempt direct employees in California and worked at least one PAGA Pay Period at any time during the PAGA Period.
- 1.30. “PAGA Notice” means the Plaintiff Wheeler’s letter to Defendant dated January 6, 2025 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.31. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant in California for at least one day during the PAGA Period.
- 1.32. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Group Members (\$12,250) and the 65% to LWDA (\$22,750) in settlement of PAGA claims.
- 1.33. “PAGA Period” means the period of time from January 6, 2024 through February 8, 2026.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiffs” means Melinda Wheeler (a.k.a. Melinda Rainey) and Mallory Dunn, the named plaintiffs in the operative complaint for the consolidated Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or either of them, and any additional wage and hour claims that could have reasonably been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures,

statements, omissions or failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal periods and pay required meal period premiums, (5) failure to provide required rest periods and pay required rest period premiums, (6) failure to provide accurate compliant itemized wage statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay wages, (9) failure to timely pay wages during employment and final wages at termination, and (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194, 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in this Agreement, Participating Class Members (other than the Class Representatives) do not release any other claims, including claims not permitted by law to be released as part of this Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, or Plaintiff Wheeler's individual claims for retaliation and discrimination.

- 1.38. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802, and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not permitted by law to be released as part of this settlement, underlying wage and hour claims which are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.39. "Released Parties" means: Defendant and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, managers, shareholders, employees, administrators, fiduciaries, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers, and each of their past, present and future officers, directors, managers, shareholders, employees, trustees and agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.
- 1.40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

- 1.41. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice Packet to Class Members and PAGA Group Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired to provide a response.
- 1.42. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant in California as a Class Member for at least one day.

2. RECITALS

- 2.1. On or about January 6, 2025, Plaintiff Wheeler sent the PAGA notice to the LWDA to exhaust administrative remedies under the PAGA for claims for civil penalties based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable IWC Wage Orders.. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff Wheeler became authorized to act as a Private Attorney General on all alleged PAGA claims.
- 2.2. On or about February 18, 2025, Plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou (“Class Action”). The Class Action complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failed to pay sick pay wages in violation of §§ 201-203, 233, 246;
 - (i) Retaliated against Plaintiff Wheeler in violation of Labor Code § 1102.5; and,

- (j) Discriminated and retaliated against Plaintiff Wheeler in violation of FEHA.
- 2.3. On or about March 21, 2025, plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou (“PAGA Action”). The PAGA Action complaint asserted claims that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) and sought to recover civil penalties based on the alleged PAGA claims.
- 2.4. On April 8, 2026, the Parties filed a stipulation for leave to file a First Amended Complaint in the Class Action adding the claims from the PAGA Action, clarifying that the Action alleges violations of Labor Code sections 204 and 1174(d), and adding Mallory Dunn as a named Plaintiff. The First Amended Complaint in the Class Action was filed on April 13, 2026.
- 2.5. The First Amended Complaint in the Class Action is the operative complaint in the Actions (the “Operative Complaint”).
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. Through informal discovery, Defendant and Defendant’s Counsel provided Class Counsel with copies of applicable versions of its policies and procedures, employee handbooks, and information on Class Members including, but not limited to, Class Members’ workweeks, total number of Class Members, and pay periods as well as timecard data and payroll reports for a randomly selected sample of Class Members.
- 2.8. After Class Counsel received and analyzed the data, on December 3, 2025, the Parties participated in a day-long mediation with private mediator Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

Defendant that the claims in the Actions asserted by Plaintiffs or the Class or PAGA Group Members have merit or that Defendant bears any liability to Plaintiffs or the Class or PAGA Group Members on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are aware of the following pending matters or actions asserting claims that will be extinguished or affected by the Settlement: *Lorraine v. Siskiyou Hospital, Inc.*, Case No. 25CV05151, filed on May 30, 2025 and pending in the Superior Court of California, County of Siskiyou.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,700,000, and no more, as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form

1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. In addition, plaintiff Wheeler is separately settling her claims for Retaliation in Violation of Labor Code section 1102.5 and Discrimination and Retaliation in Violation of FEHA, which are the Ninth and Tenth Causes of Action asserted in the Operative Complaint (“Wheeler’s Individual Discrimination and Retaliation Claims”). The payment for the settlement of Wheeler’s Individual Discrimination and Retaliation Claims is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$566,666, and a Class Counsel Litigation Expenses Payment of not more than \$28,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$35,000 to be paid from the Gross Settlement Amount, with 65% (\$22,750) allocated to the LWDA PAGA Payment and 35% (\$12,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members’ 35% share of PAGA Penalties (\$12,250) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each

PAGA Group Member's PAGA Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Group Member Pay Periods. Based on its records, Defendant has represented that the Class Members collectively worked a total of 114,070 Workweeks at the time of mediation.
- 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying

information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or PAGA Group Member's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The

Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, PAGA Group Members and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs’ Release. Plaintiffs/Class Representatives and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the Released Class Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiffs/Class Representatives release the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from their employment with the Defendant, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code (including but not limited to all sections named herein and section 1102.5); (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, *et seq.*; (15) the California Government Code; and (16) the California/IWC Wage Orders, which the Plaintiffs/Class Representatives now have, own

or hold, or claim to have, own or hold, or which the Plaintiffs/Class Representatives at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Released Parties up to and including, as of the Effective Date (collectively “Plaintiffs’ Released Claims” or “Plaintiffs’ Release”). Plaintiffs/Class Representatives may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of Plaintiffs’ Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released Plaintiffs’ Released Claims. Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs’ Release does not extend to Wheeler’s Individual Discrimination and Retaliation Claims (which Plaintiff Wheeler has separately agreed to release in a separate individual agreement with Defendant).

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

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

- (b) Plaintiff Wheeler’s Other Claims. Plaintiff Wheeler represents that she has claim against Defendant other than the Class claims and PAGA claims. These other claims are for Retaliation in Violation of Labor Code section 1102.5 and Discrimination and Retaliation in violation of FEHA as alleged in the Ninth and Tenth Causes of Action of the Operative Complaint which plaintiff Wheeler is separately settling. Class Counsel will file a declaration with the Court affirming that the consideration given for the dismissal of the separate Wheeler’s Individual Discrimination and Retaliation Claims is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (as defined in Section 1.39 above) from the Released Class Claims (as defined in Section 1.37 above).
- 6.3. Release of PAGA Claims. All PAGA Group Members (including but not limited to Plaintiffs/Class Representatives) and the LWDA are deemed to release and hereby do

release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined in Section 1.39 above) from the Released PAGA Claims (as defined in Section 1.38 above). PAGA Group Members cannot opt out of this waiver of claims.

- 7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Class Counsel is responsible for preparing and filing a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions, and that Defendant’s Counsel shall cooperate in the preparation of the motion as reasonably necessary and will have a reasonable opportunity to review the motion before it is finalized and filed.

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. Within 14 days of the full execution of this Agreement, Defendant will advise Class Counsel regarding whether they are aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement and will also advise Class Counsel as to the number of Class Members and number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any.

7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring

them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion

for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Defendant estimated at mediation that there were 114,070 Workweeks through the time of mediation. If the number of Workweeks at issue provided in the Class Data is more than 12% above the 114,070 workweeks estimate at the end of the Class Period (above 127,758 Workweeks), then the Gross Settlement Amount will increase proportionally for the number of workweeks over 127,058. If, on final calculation, the total number of workweeks during the Class Period is greater than 12% higher than 114,070 workweeks (i.e., greater than 127,758 Workweeks), Defendant, at its option may elect to either increase the Gross Settlement Amount in proportion to the increase above 12% (by paying the proportional amount per Workweeks for those Workweeks over 127,758), or by shortening the Class Period and PAGA Period to correspond to the date when the total Workweeks does not exceed 127,758.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw in writing not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the

time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class

Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara

La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Mollie M. Burks
Seth Weisburst
Nima Nayebi
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111
Tel.: (415) 986-5900
Fax: (415) 986-8054
E-Mail: mburks@grsm.com
sweisburst@grsm.com
nnayebi@grsm.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 3, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/15/2026


Melinda Wheeler (May 15, 2026 10:29:30 PDT)

Plaintiff Melinda Wheeler (a.k.a. Melinda Rainey)

Dated: 05/06/2026


Mallory Dunn (May 6, 2026 17:57:49 PDT)

Plaintiff Mallory Dunn

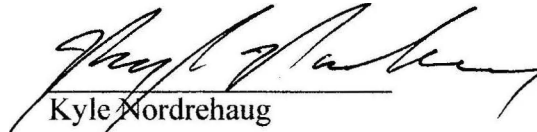
Dated: _____

[name]

For Defendant Siskiyou Hospital, Inc. dba Fairchild Medical
Center

Approval as to form and stated obligations of counsel:

Dated: 5/15/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Seth Weisburst
Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

Dated: _____

Plaintiff Melinda Wheeler (a.k.a. Melinda Rainey)

Dated: _____

Plaintiff Mallory Dunn

Dated: May 12, 2026

DocuSigned by:

Jonathon Andrus

96524B30418B46C

Jonathon Andrus

President and CEO

For Defendant Siskiyou Hospital, Inc. dba Fairchild Medical
Center

Approval as to form and stated obligations of counsel:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: May 12, 2026

Seth Weisburst

Seth Weisburst

Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Wheeler v. Siskiyou Hospital, Inc., et al., Superior Court of the State of California,
County of Siskiyou, Case No. 25CV01525***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs L Melinda Wheeler and Mallory Dunn (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period (February 18, 2021 through February 8, 2026) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or were employed by Defendant and classified as non-exempt direct employees in California and worked at least one PAGA Pay Period at any time during the PAGA Period (January 6, 2024 to February 8, 2026) (“PAGA Group Members”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to PAGA Group Members.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods.** If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed

to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment (if any is listed). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also a PAGA Group Member and exclude yourself, you will still be paid your Individual PAGA Payment and

	will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2024 at ____ a.m., at the Siskiyou County Superior Court, located at 411 Fourth Street, Yreka, CA 96097, in Courtroom 2 before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how many Workweeks you worked during the Class Period and your Individual PAGA Payment (if any) depends on how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who are or were employed by Defendant and classified as non-exempt direct employees who worked at least one Workweek in California at any time during the Class Period.

The Class Period is February 18, 2021 to February 8, 2026.

2. What is this class action lawsuit about?

On February 18, 2025, Plaintiff Wheeler filed a complaint against Defendant in the Superior Court of the State of California, County of Siskiyou, Case No. 25CV01525 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to provide wages when due, and failure to pay sick wages.

On March 21, 2025, plaintiff Wheeler filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff Vincent’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* (“PAGA”).

On April 13, 2026, Plaintiffs filed a First Amended Complaint that added the claims from the PAGA Action, clarified that the Action alleges violations of Labor Code sections 204 and 1174(d), and added Mallory Dunn as a named Plaintiff. The First Amended Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff, the Class Members, and the PAGA Group Members were, at all times, properly compensated under California law; that Plaintiff, the Class Members, and PAGA Group Members were provided with meal periods and rest breaks in compliance with California law; Defendant did not fail to pay wages allegedly due during employment and at the time of termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties or monies sought or that could have been sought in the Operative Complaint; or that this Action cannot be maintained as a class or representative action. Defendant has agreed to settle the Action to avoid further litigation and uncertainty.

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

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-

length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Seven Hundred Thousand Dollars (\$1,700,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$17,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$566,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$28,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$15,000 each to the two (2) named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final

amounts to be paid will be decided at the Final Approval Hearing.

- **PAGA Penalties.** A payment of \$35,000 relating to Plaintiff's claim under PAGA, 65% (\$22,750) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 35% (\$12,250) will be distributed to the PAGA Group Members. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$12,250) by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period. The PAGA Period is January 6, 2024 to February 8, 2026.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$1,023,334**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks worked will be based on Defendant's records however, Class Members may challenge the number of Workweeks worked as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class

Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor (at their own expense) concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Legal Aid at Work to be the Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released Class Claims. "Released Class Claims" are any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each participating class member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or either of them, and any additional wage and hour claims that could have reasonably been brought based on the facts alleged in the Operative Complaint in either or both of the Actions, through the Class Period, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal periods and pay required meal period premiums, (5) failure to provide required rest periods and pay required rest period premiums, (6) failure to provide accurate compliant itemized wage statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay wages, (9) failure to timely pay wages during employment and final wages at termination, and (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194, 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in the Agreement, Participating Class Members (other than the Class Representatives) do not release any other claims, including claims not permitted by law to

be released as part of this Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all PAGA Group Members (including but not limited to Plaintiffs/Class Representatives) and the LWDA are deemed to release and hereby do release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (defined below) from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims stated in the Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802, and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not permitted by law to be released as part of this settlement, underlying wage and hour claims which are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (February 18, 2021 through February 8, 2026).

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

[Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (January 6, 2024 to February 8, 2026). Based on this information your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Group Members who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Wheeler v. Siskiyou Hospital, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Wheeler v. Siskiyou Hospital, Inc.*, Case No. 25CV01525, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or remotely through Zoom - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>. If you need assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Mollie M. Burks
Seth Weisburst
Nima Nayebi
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Courtroom 2 of the Superior Court of California, County of Siskiyou, located at 411 Fourth Street, Yreka, CA 96097, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning remote appearances and procedures at the Court - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 25CV01525.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Wheeler v. Siskiyou Hospital, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler v. Siskiyou Hospital, Inc.*. You may

also get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 25CV01525. If you wish to view the Court files in person, you must go to the Clerk's Office at the Superior Court located at 411 Fourth Street, Yreka, CA 96097.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to a Court-approved non-profit organization, which is proposed to be Legal Aid at Work.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

MELINDA WHEELER and MALLORY
DUNN, individually, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

SISKIYOU HOSPITAL, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 25CV01525

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Courtroom: 2

Action Filed: February 18, 2025
Trial Date: Not set

This matter, having come before the Honorable _____ of the Superior Court of the State of California, in and for the County Siskiyou, on _____[DATE], for the motion by Plaintiffs Melinda Wheeler and Mallory Dunn ("Plaintiffs") for preliminary approval of the class settlement with Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the

PRELIMINARY APPROVAL ORDER

1 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
2 Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

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

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

12 3. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars
13 (\$1,700,000). It appears to the Court on a preliminary basis that the settlement amount and terms
14 are fair, adequate and reasonable as to all potential Class Members when balanced against the
15 probable outcome of further litigation and the significant risks relating to certification, liability and
16 damages issues. It further appears that investigation and research have been conducted such that
17 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
18 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
19 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
20 It further appears that the Agreement has been reached as the result of serious and non-collusive,
21 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
22 adequate, and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues.

24 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$28,000, and
26 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
27 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
28

1 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
2 evidence supporting these requests prior to final approval.

3 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
4 certification of a class for settlement purposes only. This stipulation will not be deemed
5 admissible in this or any other proceeding should this Settlement not become final. For settlement
6 purposes only, the Court conditionally certifies the following Class: “all individuals who are or
7 were employed by Defendant and classified as non-exempt direct employees who worked at least
8 one Workweek in California at any time during the Class Period.” The Class Period is from
9 February 18, 2021 through February 8, 2026.

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

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

23 8. The Court hereby approves, as to form and content, the Court Approved Notice of
24 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”),
25 as revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
26 appears to fully and accurately inform the Class of all material elements of the proposed
27 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
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1 out request, and of each Class Member's right and opportunity to object to the Settlement. The
2 Court further finds that the distribution of the Class Notice substantially in the manner and form
3 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
4 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
5 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
6 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
7 address, the Administrator will promptly search for a more current address for the Class Member
8 and re-mail the Class Notice Packet to the Class Member no later than seven (7) business days
9 after the receipt of the undelivered Class Notice.

10 9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than
11 fifteen (15) business days after issuance of this Order, Defendant shall provide the Administrator
12 with the Class Data in an electronic spreadsheet. This information will otherwise remain
13 confidential and will not be disclosed to anyone, except as required to applicable taxing
14 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express
15 written authorization or by order of the Court. The Administrator will perform address updates
16 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
17 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
18 Data, the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

19 10. The Court hereby preliminarily approves the proposed procedure for exclusion
20 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
21 from the Class as provided in the Class Notice by following the instructions set forth in the Class
22 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
23 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
24 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
25 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
26 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
27 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
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1 thereon. PAGA Group Members shall be sent their Individual PAGA Payment and will be subject
2 to the release of the Released PAGA Claims regardless of whether they opt-out of the Class.
3 Class Members who have not requested exclusion shall be bound by all determinations of the
4 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
5 submitting the request for exclusion, and any attempt to effectuate an opt-out on behalf of any
6 other individual or individuals (including a group, class, or subclass of individuals) is not
7 permitted and will be deemed invalid.

8 11. Any Class Member who has not opted-out may appear at the Final Approval
9 Hearing and may object or express the Member's views regarding the Settlement and may present
10 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
11 and determined by the Court as provided in the Class Notice. Class Members will have until the
12 Response Deadline set forth in the Class Notice to submit their written objections to the
13 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
14 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
15 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
16 objection.

17 12. A Final Approval Hearing shall be held before this Court on _____
18 _____ at _____ in Courtroom 2 of the Siskiyou County Superior Court to
19 determine all necessary matters concerning the Settlement, including: whether the proposed
20 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
21 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
22 Order and Judgment should be entered herein; whether the plan of allocation contained in the
23 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
24 finally approve attorneys' fees and costs, the service awards, and the expenses of the
25 Administrator. The motion for final approval and for attorneys' fees, costs and service awards
26 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
27 the hearing and shall be heard at the Final Approval Hearing.

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

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

22 15. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Agreement without further notice to Class Members and
24 retains jurisdiction to consider all further applications arising out of or connected with the
25 proposed Settlement.

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

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IT IS SO ORDERED.

Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

MELINDA WHEELER and MALLORY
DUNN, individually, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

SISKIYOU HOSPITAL, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 25CV01525

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

Hearing Date:
Hearing Time:

Judge: Hon.
Courtroom:

Action Filed: February 18, 2025
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Melinda Wheeler and Mallory Dunn (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Siskiyou Hospital, Inc., dba Fairchild Medical Center (“Defendant”), attorneys’ fees
4 and costs, service payments, and the expenses of the Administrator duly came on for hearing on
5 _____ before the Honorable _____.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Siskiyou, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Seven Hundred
16 Thousand Dollars (\$1,700,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
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1 of wage and hour representative and class actions. There has been no collusion between the
2 Parties in reaching the proposed settlement.

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

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

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

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

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ each to the Plaintiffs is reasonable in
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1 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
2 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

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

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
14 Amount of \$35,000, which shall be allocated \$22,750 to the LWDA as the LWDA's 75% share of
15 the settlement of civil penalties paid pursuant to the PAGA and \$12,750 to be distributed to the
16 alleged Aggrieved Employees ("PAGA Group Members") based on their respective pay periods
17 worked during the PAGA Period, which is January 6, 2024 to February 8, 2026. The PAGA
18 Group Members are all individuals who are or were employed by Defendant and classified as non-
19 exempt direct employees in California and worked at least one PAGA Pay Period at any time
20 during the PAGA Period. The Court finds the PAGA Penalties to be reasonable. All PAGA
21 Group Members will be sent their share of the PAGA Penalties and will be subject to the release
22 of the Released PAGA Claims as set forth below, whether or not they opt out of the Class.

23 **II.**

24 **ORDERS**

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

26 15. The certification of the Class for the purposes of settlement (only) is confirmed.
27 The Class is defined as follows:
28

1 All individuals who are or were employed by Defendant and classified as non-
2 exempt direct employees who worked at least one Workweek in California at any
time during the Class Period.

3 The Class Period is February 18, 2021 through February 8, 2026.

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

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
9 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
10 the Administrator no later than thirty (30) days after the Effective Date.

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

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

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

18 21. The PAGA Penalties of \$35,000 is approved and shall be allocated in accordance
19 with the Agreement.

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

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

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

20
21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

24 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
25 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
26 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
27 arising from or in connection with the distribution of settlement benefits.

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

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

6 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
7 Defendant, all Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release the Released Parties (defined below) from the Released Class Claims. "Released Class
10 Claims" are any and all claims, charges, complaints, liens, demands, causes of action, obligations,
11 damages and liabilities, known or suspected, that each participating class member had, now has, or
12 may hereafter claim to have against the Released Parties, and that were asserted in the Actions, or
13 either of them, and any additional wage and hour claims that could have reasonably been brought
14 based on the facts alleged in the Operative Complaint in either or both of the Actions, through the
15 Class Period, or that arise from or could have been asserted based on any of the facts,
16 circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or
17 failures to act alleged in the Operative Complaint in the Actions that have arisen during the Class
18 Period. The Released Claims specifically include claims for (1) unfair competition, (2) failure to
19 pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal
20 periods and pay required meal period premiums, (5) failure to provide required rest periods and
21 pay required rest period premiums, (6) failure to provide accurate compliant itemized wage
22 statements, (7) failure to reimburse employees for required expenses, (8) failure to pay sick pay
23 wages, (9) failure to timely pay wages during employment and final wages at termination, and
24 (10) failure to keep requisite payroll records, or by code section, alleged violations of Labor Code
25 §§ 201-203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1194,
26 1174(d), 1194.2, 1197, 1197.1, 1198, 2100, 2698 *et seq.*, 2802, California Code of Regulations,
27 Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070; applicable IWC
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1 Wage Orders; and Business & Professions Code § 17200 *et seq.* Except as expressly set forth in
2 the Agreement, Participating Class Members (other than the Class Representatives) do not release
3 any other claims, including claims not permitted by law to be released as part of this Settlement,
4 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
5 Act, unemployment insurance, disability, social security, workers' compensation, claims based on
6 facts occurring outside the Class Period.

7 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
8 Defendant, all PAGA Group Members (including but not limited to Plaintiffs/Class
9 Representatives) and the LWDA are deemed to release and hereby do release, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties (defined below) from the Released
12 PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged, based on the facts and claims stated in the
14 Operative Complaint and/or the PAGA Notice, which occurred during the PAGA Period. This
15 includes claims for civil penalties for violations of Labor Code sections 201-203, 204 *et seq.*, 210,
16 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2802,
17 and applicable IWC Wage Orders. The Released PAGA Claims do not include claims not
18 permitted by law to be released as part of this settlement, underlying wage and hour claims which
19 are not seeking civil penalties, claims for wrongful termination, discrimination, unemployment
20 insurance, disability and worker's compensation, and claims outside of the PAGA Period.

21 31. The Released Parties collectively mean: Defendant and Defendant's affiliates,
22 parents, and each of their company-sponsored employee benefit plans, and their respective
23 successors and predecessors in interest, all of their respective officers, directors, managers,
24 shareholders, employees, administrators, fiduciaries, trustees and agents, principals, heirs,
25 representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers, and each of
26 their past, present and future officers, directors, managers, shareholders, employees, trustees and
27 agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers,

1 and reinsurers.

2 32. As of the Effective Date, Plaintiffs generally release and discharge Defendant and
3 the Released Parties from the Plaintiffs' Release as set forth fully in paragraph 6.1 of the
4 Agreement.

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

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7 Dated: _____

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HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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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. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

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

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

January 6, 2024
CA3624

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Siskiyou Hospital, Inc.
Certified Mail #9589071052702306889492
JONATHON ANDRUS
444 BRUCE STREET
YREKA, CA 96097

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Siskiyou Hospital, Inc. in California, including any employees staffed with Siskiyou Hospital, Inc. by a third party, and classified as non-exempt employees during the time period of January 6, 2023 until a date as determined by the Court. Our offices represent Plaintiff Melinda Wheeler (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Siskiyou Hospital, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California since 2014. Plaintiff is all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.