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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

LAUREN ZEPF, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

COMMUNITY MEMORIAL HEALTH
SYSTEM, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **2024CUOE028051**

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

Hearing Date: February 4, 2026

Hearing Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept.: 44

Action Filed: July 23, 2024

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 Plaintiff Lauren Zepf (“Plaintiff”) in this matter. As such, I am fully familiar with the
4 facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Community Memorial
8 Health System (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the
9 proposed settlement of this class action with Defendant; (2) for settlement purposes only,
10 conditionally certifying the Class, which is comprised of “all current and former hourly,
11 non-exempt employees of Defendant who worked in a clinical job position, as defined by
12 Defendant, in California at any time during the Class Period”, which is July 23, 2020 to
13 December 5, 2025; (3) provisionally appointing Plaintiff as the representative of the Class;
14 (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
15 Counsel; (5) approving the form and method for providing class-wide notice; (6) directing
16 that notice of the proposed settlement be given to the Class; (7) appointing ILYM Group,
17 Inc. as the Administrator, and (8) scheduling a final approval hearing date, proposed for
18 August 5, 2026, to consider Plaintiff’s motion for final approval of the settlement and for
19 approval of attorneys’ fees, expenses and the service award. Attached hereto as Exhibit #1 is a
20 copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with
21 exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior Court
22 model form for a class and PAGA settlement. This Declaration incorporates by reference the
23 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth in
24 the Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
28 of Two Million Dollars (\$2,000,000) (the “Gross Settlement Amount”) is to be paid by Defendant,

as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Participating Class Members from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment allocated 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶ 1.21.) The following is a table of the key Settlement terms and the proposed deductions:

\$2,000,000 (Gross Settlement Amount)

- \$15,000 (Plaintiff's proposed service award - not to exceed amount)
- \$25,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- \$666,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- \$50,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- \$27,500 (Administration Expenses Payment - not to exceed amount)

\$1,215,834 (Net Settlement Amount)

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

5. On September 5, 2025, the Parties participated in an all-day mediation with Deborah Crandall-Saxe, Esq., a respected and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll, time and employment data, along with other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and adequate.

1 6. Based upon 4,500 Class Members who worked an estimated 450,000 work weeks
2 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$444 per Class
3 Member and \$4.44 per workweek and after deductions the Net Settlement Amount provides an
4 average recovery of \$270.18 per Class Member and a recovery of \$2.70 per workweek. The
5 calculations to compensate for the amount due for the Class at the time of the mediation were
6 calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue
7 in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages
8 for the employees. The maximum potential damages were calculated to be \$499,311 for the alleged
9 underpaid overtime based upon the miscalculation of the regular rate and this value could be \$0 as
10 Defendant showed that the bonus compensation was discretionary, \$1,615,988 for the alleged unpaid
11 wages for off-the-clock work at five minutes per week, \$4,753,094 for alleged meal period damages
12 based upon a 14.3% potential violation rate for all shifts worked observed in the time records and
13 after a reduction of 50% of the violations which were subject to health care worker meal waivers
14 under *Gerard v. Orange Coast Memorial*, 6 Cal. 5th 443 (2018), \$4,867,435 for alleged rest period
15 damages based upon one missed rest period per month, and \$0 for alleged unreimbursed cell-phone
16 expenses because cell phones were paid. As a result, the total damage valuation was calculated such
17 that Defendant was subject to a maximum damage claim in the amount of \$11,735,828. As to
18 potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
19 \$19,282,983, and potential maximum wage statement penalties were \$9,676,800.¹ Defendant
20 vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross
21 Settlement Amount of \$2,000,000 represents more than 17% of the maximum value of the alleged

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

1 damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent
2 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs.,*
3 *Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage
4 statement penalties, even if wages were owed to the Class. The above maximum calculations should
5 then be realistically risk-adjusted in consideration for both the risk of class certification and the risk
6 of establishing class-wide liability on all claims. Another important consideration for Plaintiff was the
7 Defendant's ability to pay. Defendant is a regional hospital with limited funds. Given the amount of
8 the settlement as compared to the potential value of claims in this case, the defenses asserted by
9 Defendant, and the Defendant's financial circumstances, this settlement is fair and reasonable.

10 11 Procedural History of the Litigation

12 7. On July 3, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
13 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
14 penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA Notice
15 by Plaintiff is attached hereto as Exhibit #3 for the Court's reference.

16 8. On July 23, 2024, Plaintiff filed a class action Complaint against Defendant in the
17 Superior Court of the State of California, County of Ventura (the "Class Action"). This Class
18 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of
19 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
20 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
21 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation
22 of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal.
23 Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation
24 of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation
25 of California Labor Code § 2802; (8) failure to provide wages when due in violation of California

26
27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California
2 Labor Code §§ 201-204, 233, and 246. On October 8, 2024, Defendant filed an Answer to Plaintiff's
3 Class Action Complaint. On September 12, 2024, Plaintiff filed a separate Representative Action
4 Complaint against Defendant in the Superior Court of the State of California, County of Ventura (the
5 "PAGA Action"). Plaintiffs' Representative Action Complaint asserted one cause of action against
6 Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code
7 §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2),
8 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040,
9 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide
10 seating), and the applicable Wage Order(s).

11 9. On October 10, 2025, Plaintiff filed a First Amended Class And Representative
12 Action Complaint in the Class Action adding all parties and claims originally filed in the PAGA
13 Action. The First Amended Class And Representative Action Complaint is the operative complaint in
14 the Action (the "Operative Complaint").

15 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including informal discovery and the production of documents, class data, and other information,
17 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
18 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a sampling
19 of payroll data and time punch data for the Class covering 4,668 employees and 1,860,726 shifts for
20 the period of 7/23/2020 to 1/1/2025; (3) Defendant's wage and hour policies; (4) the employment
21 files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class
22 Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert to
23 prepare the valuations of the claims for the Class.

24 11. Class Counsel has extensive experience in litigating wage and hour class actions in
25 California. The Parties have vigorously litigated the Action since inception. During the course of
26 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
27 Defendant have engaged in significant research and investigation in connection with the Action.
28

1 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
2 and utilized an expert to perform an analysis of the data and a valuation of the claims.

3 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
4 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
5 documents and information in connection with the Action. On September 5, 2025, the Parties
6 participated in an all-day mediation presided over by Deborah Crandall-Saxe, Esq., a respected and
7 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed to
8 settle the Action based upon a mediator's proposal which was memorialized in the form of a
9 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set
10 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

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

25 14. Class Counsel has conducted an investigation into the facts of the class action.
26 Informal discovery was obtained, which included the production of relevant documents and data.
27 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with
28 the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel

1 possessed sufficient information to make an informed judgment regarding the likelihood of success
2 on the merits and the results that could be obtained through further litigation. In addition, Class
3 Counsel previously negotiated settlements with other employers in actions involving nearly identical
4 issues and analogous defenses. Based on the foregoing data and their own independent
5 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
6 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
7 the Class in light of all known facts and circumstances, including the risk of significant delay,
8 defenses asserted by Defendant, and potential appellate issues.

9
10 Settlement Terms and Plan of Allocation

11 15. The Gross Settlement Amount is Two Million Dollars (\$2,000,000). (Agreement at ¶
12 1.21.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
13 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel
14 Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses
15 Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties
16 payment. (Agreement at ¶ 1.21.) The Gross Settlement Amount does not include Defendant's share
17 of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no
18 reversion to Defendant. (Agreement at ¶ 3.1.)

19 16. Defendant will pay the Gross Settlement Amount and all employer-side payroll taxes
20 to the Administrator within fourteen (15) days of the Effective Date. (Agreement at ¶ 4.3.) The
21 distribution of Individual Class Payments to Participating Class Members along with the other Court-
22 approved distributions shall be made within 14 days after the Defendant funds the settlement.
23 (Agreement at ¶ 5.1.)

24 17. The amount remaining in the Gross Settlement Amount after the deduction of
25 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
26 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
27 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount")
28 shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and

3.2.) From the Net Settlement Amount, 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. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

19. A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). (Agreement at ¶ 5.4.) The Parties propose Food Share of Ventura County as the 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. (Agreement at ¶ 5.4.)

20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed \$27,500. (Agreement at ¶

1 3.2(c).) ILYM Group provided an estimate of \$24,950 for administration expenses and a
2 Declaration of Anthony Rogers of ILYM Group is submitted herewith verifying their qualifications
3 and this estimate.

4 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
5 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
6 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
7 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶
8 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
9 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

10 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
11 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
12 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$50,000, to be allocated
13 65% (\$32,500) allocated to the LWDA PAGA Payment and 35% (\$17,500) allocated to the
14 Individual PAGA Payments.³ (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be
15 calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties
16 (\$17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the
17 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
18 (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been
19 served with this motion and the Agreement.

20 21 Risks of Continued Litigation and Standards for Approval

22 23. Plaintiff and Class Counsel recognize the expense and length of continuing to
23 litigate and trying this Action against Defendant through possible appeals which could take several
24 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
25 especially in complex class actions such as this Action. Class Counsel is also mindful of and
26

27
28 ³ The 65/35 allocation is required by Labor Code § 2699, because this action filed after June 2024 and is therefore subject to the amended version of Labor Code § 2699.

1 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
2 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
3 Settlement set forth in the Agreement is in the best interest of the Class Members.

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

27 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
28

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

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

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

26 28. The stage of the proceedings at which this Settlement was reached also militates in
27 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
28 conducted a thorough investigation into the facts of the class action. Class Counsel began

1 investigating the Class Members' claims before the Action was filed, and during the course of
2 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary
3 information. Class Counsel conducted a review and analysis of the relevant documents and data with
4 the assistance of experts. Class Counsel was also experienced with these claims, as Class Counsel
5 previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle
6 did not occur until Class Counsel possessed sufficient information to make an informed judgment
7 regarding the likelihood of success on the merits and the results that could be obtained through
8 further litigation.

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

16
17 Class Certification Issues

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

22 All current and former hourly, non-exempt employees of Defendant who worked in a
23 clinical job position, as defined by Defendant, in California at any time during the
24 Class Period.

25 (Agreement at ¶ 1.5.)

26 The Class Period is from July 23, 2020 to December 5, 2025. (Agreement at ¶ 1.12).

27 a. **Numerosity** - Plaintiff asserts that the 4,500 current and former employees
28

1 that comprise the Class can be identified based on Defendant's records and are sufficiently numerous
2 for class certification.

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

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

21 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
22 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
23 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
24 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
25 and has actively participated in the prosecution of this case to date. Plaintiff effectively
26 communicated with Class Counsel, provided documents and information to Class Counsel, and
27 participated in the investigation and resolution of the Action. The personal involvement of the
28 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached. Second,

1 Plaintiff retained competent counsel who are experienced in employment class actions and who have
2 no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the
3 Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and
4 legal theories. Under such circumstances, there can be no conflicts of interest, and adequacy of
5 representation is satisfied.

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

1 can think of no conflict that would arise in our representation of the Class and our adequate
2 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
3 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any
4 affiliation with either the proposed Cy Pres Recipient nor the proposed Administrator for this
5 settlement. Thus, the adequacy requirement for my firm is satisfied for purposes of this Settlement.

6 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
7 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
8 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
9 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
10 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
11 Class Members via first-class U.S. Mail using the most current mailing address information available.
12 (Agreement at ¶ 8.4(b).) The Class Notice need only be in English as the Class Members understand
13 and read English as a requirement of their position. (Agreement at ¶ 1.11.) The Class Notice will
14 include, among other information: (i) information regarding the Action; (ii) the impact on the rights
15 of the Class Members if they do not opt out, including a description of the applicable release; (iii)
16 information to the Class Members regarding how to opt out and how to object to the Settlement; (iv)
17 the estimated Individual Class Payment for each of the Class Members; (iii) the amount of attorneys’
18 fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award request; and (vi) the
19 anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall
20 have sixty (60) days from the date that the Class Notice is mailed to them (the “Response Deadline”)
21 to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41, 8.5, 8.7.)
22 Class Members shall be given the opportunity to object to the Settlement and the request for
23 attorneys’ fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.)
24 Class Members who do not submit a timely and proper request to opt-out will automatically receive
25 a payment of their Individual Class Payment. This notice program was designed to meaningfully
26 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

27
28 33. The PAGA Claim -

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

13 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
14 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
15 \$5,172,250 and \$10,344,500 for a single violation in every one of the 103,445 pay periods at issue in
16 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
17 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
18 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
19 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
20 \$50,000. This allocation is justified by several important considerations. First, the PAGA claim was
21 subject to the same risks as the underlying class claims. Second, Defendant asserted additional
22 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
23 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
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 \$5,172,250 and \$10,344,500 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 amendments to the
PAGA statute cast further doubt on stacking of penalties.

1 such particular “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an
2 award that is unjust, arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2).
3 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
4 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
5 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
6 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment
7 which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA
8 penalties awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff prevailed
9 on the PAGA claim. Even if we assume that violations for all 103,445 pay periods were established,
10 using the valuation from *Carrington* results in a potential recovery of only \$517,225 under PAGA.
11 This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
12 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
13 reasoning of the LWDA in *O’Connor v. Uber*.

14 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
15 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
16 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
17 approximately 2.5% of the total settlement value to resolve the PAGA claims applicable to the class
18 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
19 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
20 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
21 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics,*
22 *Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a
23 \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal.
24 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S.
25 Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
26 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
27 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
28 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)

(approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*, No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

1 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
2 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
3 reasonable, and at the time of final approval, my firm will present lodestar to further support the
4 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal
5 to one-third of the common fund in Court-approved wage and hour class settlements. Some of the
6 class action awards obtained by Class Counsel in similar employment actions throughout the state
7 bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
8 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
9 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
10 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases*
11 (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a
12 one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir*
13 *Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class
14 Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in
15 *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge
16 William Highberger awarded Class Counsel a one-third fee award in a wage and hour class
17 settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior
18 Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a
19 wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &*
20 *Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger
21 awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in
22 *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D.
23 Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
24 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
25 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
26 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
27 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
28 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior

1 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
2 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
3 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
4 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
5 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
6 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
7 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
8 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
9 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
10 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
11 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
12 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
13 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
14 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
15 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
16 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
17 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
19 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
20 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
21 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
22 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
23 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
24 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*
25 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-
26 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
27 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
28 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*

1 v. *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
2 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
3 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
4 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On
5 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No.
6 CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class
7 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
8 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
9 hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County
10 Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee
11 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
12 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
13 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
14 of the common fund is therefore reasonable in light of the fees that have been awarded in other
15 similar cases.

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

1 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
2 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
3 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
4 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
5 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
6 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
7 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
8 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
9 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
10 2011)(awarding \$10,000 service award together with additional compensation for their general
11 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
12 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
13 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
14 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
15 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
16 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
17 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
18 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
19 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
20 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
21 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
22 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
23 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
24 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
25 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
26 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
27 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
28 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service

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

36. Potentially Related Other Actions - I am not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. I have reviewed the LWDA database for PAGA claims and did not find another PAGA claim pending against Defendant, other than the PAGA Notice in this case.

37. Administration - After seeking bids from qualified administrators, the estimate from ILYM Group, Inc. was selected, as it provided for an estimate of \$24,950 to perform the settlement administration for up to 4,950 individuals, with any difference between the actual expenses and the budget of \$8,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used ILYM Group, Inc. successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, Inc., and thus no conflict of interest exists. Submitted in support of the motion is the Declaration of Anthony Rogers of ILYM Group, Inc. which includes the estimate for administration from ILYM Group, Inc. for this matter.

Service on the LWDA:

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

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 30th day of December, 2025, at La Jolla, California.

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4 By: /s/ Kyle Nordrehaug
5 Kyle R. Nordrehaug, Esq.
6 Attorney for Plaintiff
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Lauren Zepf (“Plaintiff”) and defendant Community Memorial Health System, (“Defendant”). The Agreement refers to Plaintiff 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” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Lauren Zepf v. Community Memorial Health System*, Case No. 2024CUOE028051, initiated on July 23, 2024 and pending in Superior Court of the State of California, County of Ventura; and (2) *Lauren Zepf v. Community Memorial Health System*, Case No. 2024CUOE030550, filed on September 12, 2024 and pending in Superior Court of the State of California, County of Ventura
- 1.2. “Administrator” means ILYM Group, Inc, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for Class Member's most current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period of time from July 23, 2020 through the earlier of preliminary approval of this Settlement or December 5, 2025, unless it is ended earlier by operation of Paragraph 4.1 below.
- 1.13. "Class Representative" means Lauren Zepf.
- 1.14. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.
- 1.15. "Court" means the Superior Court of California, County of Ventura.
- 1.16. "Defendant" means Community Memorial Health System.
- 1.17. "Defense Counsel means Paul K. Wilcox, Rafael Gonzalez, and Christina M. Behrman of Mullen & Henzell, L.L.P.
- 1.18. "Effective Date" means the date by when all of the following have occurred: (a) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (b) the Court has granted Preliminary Approval of the Settlement; (c) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Settlement or opt out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (e) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement.

- 1.19. “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.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “Gross Settlement Amount” means Two Million Dollars (\$2,000,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and employment and payroll taxes (but excluding employer’s share of payroll taxes for the Wage Portion of the Net Settlement Amount). This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “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.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “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.

- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.
- 1.30. “PAGA Period” means the period of time from July 3, 2023 through the end of the Class Period.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means the Plaintiff’s July 3, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$17,500) and the 65% to LWDA (\$32,500) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiff” means Lauren Zepf the named plaintiff in the Actions.
- 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 the claims being released as described in Paragraph 6.2 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.39. “Released Parties” means: Community Memorial Health System and any and all of its former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.
- 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 sixty (60) calendar days after the Administrator mails Class Notices to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.42. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.

1.43. “Workweek” means any week in which a Class Member worked at least one day for Defendant as a non-exempt, hourly employee, excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work.

2. RECITALS

The Class Action

2.1. On July 23, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Ventura (the “Class Action”). Plaintiff’s Class Action complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On October 8, 2024, Defendant filed an Answer to Plaintiff’s Class Action Complaint.

The PAGA Action

2.3. On September 12, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Ventura (the “PAGA Action”). Plaintiffs’ Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s).

Pleading Amendments

2.4. As part of this Agreement, the Parties filed a Stipulation for Leave for Plaintiff to File

First Amended Class And Representative Action Complaint (“FAC”) in the Class Action that adds all parties and claims originally filed in the PAGA Action. The FAC was filed on October 10, 2025. The FAC shall be the operative complaint (the “Operative Complaint”).

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

Mediation and Settlement

- 2.6. On September 5, 2025, the Parties participated in an all-day mediation presided over by Deborah Crandall-Saxe, Esq., a respected mediator of wage and hour representative and class actions. Following 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.
- 2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). Any disputes that may arise between the Parties in connection with effectuating the Settlement will be mediated through the Mediator.
- 2.8. The Court has not granted class certification.
- 2.9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions in the Actions, as of the date on which the Settlement was reached. Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Actions, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Actions.
- 2.10. The Parties stipulate to the certification of the Class for purposes of settlement only. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, or if judgment thereon not become final, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context in this or any other proceeding.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below, Defendant promises to pay \$2,000,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$666,666, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$27,500, 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 \$27,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 65% (\$32,500) allocated to the LWDA PAGA Payment and 35% (\$17,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 15% 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. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that, between the start of the Class Period and the date of mediation (September 5, 2025), the Class consists of an estimated 4,500 Class Members who collectively worked a total of 450,000 Workweeks. The Settlement is based on the Parties'

understanding (based on information supplied by Defendant) that Class Members worked approximately 450,000 Workweeks between the start of the Class Period and the date of the mediation (September 5, 2025). If it is determined that the number of Workweeks worked during the Class Period exceeds 495,000 (450,000, plus 10% of 450,000), then Defendant shall have the option to: (i) end the Class Period and PAGA Period as of the date that the Workweeks reached 495,000, or (ii) increase the Gross Settlement Amount on a proportional basis above the ten percent threshold (i.e. if the number of Workweeks increases by 12% over 450,000 workweeks, the Gross Settlement Amount will increase by 2%) (the “Escalator Clause”). No later than December 5, 2025, Defendant shall verify the total number of Workweeks during the Class Period by either submitting a declaration to Class Counsel stating the total number of Workweeks during the Class Period or providing the number of Workweeks and/or dates of employment of Class Members to the Administrator, who will calculate Workweeks. If the Escalator Clause is triggered, no later than 14 days prior to the hearing for the Motion for Preliminary Approval, Defendant shall choose to either change the end date of the Class Period or increase the Gross Settlement Amount in accordance with the Escalator Clause such that there is a certain end date for the Class Period for Preliminary Approval.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is one

hundred eight (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Participating 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties proposed Food Share of Ventura County as the 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 Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Class Payment checks. Participating Class Members whose Individual Class Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.
- 5.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the

Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence that occurred during the Class Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

6.2. Release by Participating Class Members. Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative Complaint (the "Released Class Claims"). The Released Class Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in the California Code of Regulations). The Released Class Claims include any and all claims for minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, waiting time penalties, and violation of California's unfair competition law based on the aforementioned claims. Except as set forth above with respect to Plaintiff, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing

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

6.3. Release of PAGA Claims. All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative Complaint, the PAGA Notice (the "Released PAGA Claims"). The Released PAGA Claims include claims for PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and any IWC Wage Orders (as codified in the California Code of Regulations), any and all PAGA claims based on alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, failure to provide seating, and waiting time penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all Released PAGA Claims. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

6.4. Preclusive Effect of Settlement Agreement. Upon the Effective Date and full funding of the Gross Settlement Amount, the terms of this Settlement Agreement and the Judgment are and shall be binding on Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and on the State of California, and the terms of this Settlement Agreement and the Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Released Class Claims or Released PAGA Claims as set forth in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Judgment in the Action may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. No later than December 5, 2025, Defendant's counsel will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres

Recipient. In the Declaration, Defendant's counsel shall aver that they are not aware of any other pending matter that will be extinguished or any class or representative action asserting claims that will be adversely affected by the Settlement. Additionally, prior to preliminary approval, Defendant shall also confirm number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff 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.
- 7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval promptly after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; timely transmission to the LWDA of all necessary PAGA documents, 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 Order to the Administrator. Class Counsel agrees not to finalize or file any Motion for Preliminary Approval papers until Defense Counsel has approved those papers (approval of which will not be unreasonably withheld).
- 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 to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email 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 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, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 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. For disputed claims, Defendant’s records will be presumed accurate. If a Class Member disputes Defendant’s records, he or she will have the burden of proof to establish otherwise with documentary evidence.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet

and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, 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 fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member 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 personally signed by the Class Member and 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 it is personally signed and the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting

Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. NULLIFICATION OF THE SETTLEMENT.** If (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter Judgment of the Action, or (c) the approval of the Settlement Agreement and Judgment is reversed, modified or declared or rendered void, or (d) Defendant nullifies the Stipulation pursuant to section 10, below, then the Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect whatsoever, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may and will attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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(1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties shall agree on the [Proposed] Final Approval Order and Judgment before submission to the Court.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or 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 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves

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. No Publicity. Class Counsel shall not issue any press release related to this Settlement and shall not advertise this settlement on their respective websites in any manner that identifies any of the parties by name, the case number, or geographic location of the Defendant's place of business. Class Counsel shall not otherwise advertise or have any other public communication about this settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
- 13.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. 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.
- 13.5. 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.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. 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.
- 13.13. Cooperation in Negotiation and Drafting. The Parties have cooperated in the negotiation, drafting, and preparation of this Agreement. This Agreement, including any provision therein deemed to be ambiguous, will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. 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.

- 13.16. 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.
- 13.17. 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.
- 13.18. 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 Plaintiff 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:

Paul K. Wilcox
Rafael Gonzalez
Christina M. Behrman
Mullen & Henzell L.L.P.
112 East Victoria Street
Post Office Drawer 789
Santa Barbara, CA 93102-0789
Tel.: (805) 966-1501
Fax: (805) 966-9204
E-mail: pwilcox@mullenlaw.com
rgonzalez@mullenlaw.com
cbehrman@mullenlaw.com

- 13.19. 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.

13.20. 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 the date to bring the Actions to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

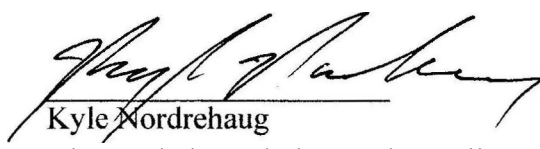
Dated: 12/15/2025

 (Dec 15, 2025 12:32:47 PST)
Plaintiff Lauren Zepf

Dated: _____

[name]
For Defendant Community Memorial Health System

Dated: 12/15/25


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Paul K. Wilcox
Rafael Gonzalez
Christina M. Behrman
Mullen & Henzell L.L.P.
Attorney for Defendant

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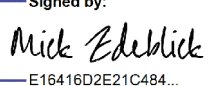
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Lauren Zepf

Dated: 12/11/2025

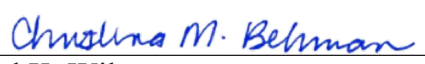
Signed by:

E16416D2E21C484...

Mick Zdeblick [name]
For Defendant Community Memorial Health System

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 12/11/2025



Paul K. Wilcox
Rafael Gonzalez
Christina M. Behrman
Mullen & Henzell L.L.P.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Zepf v. Community Memorial Health System, Superior Court of the State of California,
County of Ventura, Case No. 2024CUOE028051***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Community Memorial Health System (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Luran Zepf (“Plaintiff”). No court or jury has made any determination regarding the merits of Plaintiff’s claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the Class Period (July 23, 2020 through December 5, 2025) (“Class Members”), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to all current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the PAGA Period (July 3, 2023 through December 5, 2025) (“Aggrieved Employees”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your Individual PAGA Payment is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

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

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

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

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. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class	All Class Members who do not opt-out ("Participating Class

Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, in Department 44 before Judge Charmaine H. Buehner. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline _____ (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____ . See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Class And Representative Action Complaint, filed October 10, 2025, is the Operative Complaint in the Action.

Defendant denies all liability and maintains that it has paid all employees all wages and sick pay due, provided all required breaks, paid all required expense reimbursements, and furnished

accurate wage statements.

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

All current and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as defined by Defendant, in California at any time during the Class Period (July 23, 2020 through December 5, 2025).

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits, or that Plaintiff can bring this claim on behalf of anyone else. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of Two Million Dollars (\$2,000,000) (“Gross Settlement Amount”) to fund the settlement of the Action.

The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant will pay to the Administrator the Gross Settlement Amount and all employer-side payroll taxes due within fourteen (14) days of the Effective Date. The “Effective Date” means the date five (5) business days after the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, 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, Plaintiff 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 \$27,500 for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$700,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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 Payment. A Class Representative Service Payment in an amount not more than \$15,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under PAGA, \$32,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$17,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (July 3, 2023 through December 5, 2025), excluding any pay periods the Aggrieved Employee was out of work on a leave of absence or other pay periods constituting time off work.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least **\$1,182,500**. 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 in which a Class Member worked at least one day for Defendant as a non-exempt, hourly employee, excluding weeks the Class Member was out of work on a leave of absence or other payroll weeks constituting time off work. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Fifteen Percent (15%) 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-five Percent (85%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Food Share of Ventura County as the Cy Pres Recipient and represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendant and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys’ fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative Complaint (the “Released Class Claims”). The Released Class Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys’ fees, or litigation costs arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in the California Code of Regulations). The Released Class Claims include any and all claims for minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, waiting time penalties, and violation of California’s unfair competition law based on the aforementioned claims. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class 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. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged based upon or arising out of the facts alleged in the Operative Complaint in the Operative Complaint, the PAGA Notice (the “Released PAGA Claims”). The Released PAGA Claims include claims for PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and

any IWC Wage Orders (as codified in the California Code of Regulations), any and all PAGA claims based on alleged minimum wage violations, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse necessary business expenditures, wage statement violations, failure to pay vacation and sick pay wages, failure to pay wages when due, failure to provide seating, and waiting time penalties. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Community Memorial Health System and any and all of its former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.

5. How much will my payment be?

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

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (July 23, 2020 through December 5, 2025).

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

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (July 3, 2023, through December 5, 2025). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Zepf v. Community Memorial Health System* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Zepf v. Community Memorial Health System*, Case No. 2024CUOE028051. 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?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Zepf v. Community Memorial Health System*, Case No. 2024CUOE028051, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <http://www.ventura.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

QUESTIONS REGARDING OBJECTIONS, REQUESTS FOR EXCLUSION, AND ANYTHING ELSE IN THIS NOTICE SHOULD BE DIRECTED TO THE ADMINISTRATOR, ILYM GROUP, WHOSE CONTACT INFORMATION IS ABOVE.

Class Counsel and their contact information is as follows:

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

Counsel for Defendant and their contact information is as follows:

Paul K. Wilcox
Rafael Gonzalez
Christina M. Behrman
Mullen & Henzell L.L.P.
112 East Victoria Street
Post Office Drawer 789
Santa Barbara, CA 93102-0789

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 44 of the Superior Court of California, County of Ventura, at 800 South Victoria Avenue, Ventura, California 93009, before Judge Charmaine H. Buehner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final

approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. 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 using the procedure at <http://www.ventura.courts.ca.gov/>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2024CUOE028051. It will also be posted on the Administrator's website for this settlement: << _____ >>.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Zepf v. Community Memorial Health System* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement:

<< _____ >>. where these documents will be posted as they become available, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Ventura (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case No. 2024CUOE028051. If you wish to view the Court files in person, you do so at the Clerk's Office at t800 South Victoria Avenue, Ventura, California 93009.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed Food Share of Ventura County as the Cy Pres Recipient
- **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 VENTURA

LAUREN ZEPF, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

COMMUNITY MEMORIAL HEALTH
SYSTEM, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 2024CUOE028051

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charmaine H. Buehner
Dept: 44

Date Filed: July 23, 2024
Trial Date: Not set

This matter came before the Honorable Charmaine H. Buehner of the Superior Court of the State of California, in and for the County Ventura, on _____[DATE], for hearing on the unopposed motion by Plaintiff Lauren Zepf ("Plaintiff") for preliminary approval of the Settlement with Defendant Community Memorial Health System ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good

PRELIMINARY APPROVAL ORDER

1 cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
2 Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is Two Million Dollars
14 (\$2,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms
15 are fair, adequate and reasonable as to all potential Class Members when balanced against the
16 probable outcome of further litigation and the significant risks relating to certification, liability and
17 damages issues. It further appears that investigation and research have been conducted such that
18 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
19 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
20 avoid the delay and risks that would be presented by the further prosecution of the Action. It
21 further appears that the Settlement has been reached as the result of serious and non-collusive,
22 arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
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1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and a
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$15,000, which are payable out of the Gross Settlement Amount. The Court will not approve the
7 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
8 Hearing. Plaintiff will be required to present evidence supporting these requests, including
9 lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all current and former hourly, non-exempt employees of Defendant who worked in a clinical job
15 position, as defined by Defendant, in California at any time during the Class Period." The "Class
16 Period" is July 23, 2020 through December 5, 2025.

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

27 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
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1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
5 Amount of \$50,000, which shall be allocated \$32,500 to the Labor & Workforce Development
6 Agency (“LWDA”) as the LWDA’s 65% share of the settlement of civil penalties paid under this
7 Agreement pursuant to the PAGA and \$17,500 to the Aggrieved Employees as the Individual
8 PAGA Payments. “Aggrieved Employees” are all current and former hourly, non-exempt
9 employees of Defendant who worked in a clinical job position, as defined by Defendant, in
10 California at any time during the PAGA Period (July 3, 2023 through December 5, 2025). The
11 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
12 Aggrieved Employees’ 35% share of PAGA Penalties (\$17,500) by the total number of PAGA
13 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
14 result by each Aggrieved Employee’s PAGA Pay Periods. Pursuant to Labor Code section 2699,
15 the LWDA was provided notice of the Agreement and these settlement terms. The Court
16 preliminarily finds the PAGA Penalties to be reasonable.

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

2 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
3 fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator. The
4 Administrator will perform address updates and verifications as necessary prior to the first
5 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
6 days after receiving the Class Data, the Administrator will mail the Class Notice to all Class
7 Members via first-class regular U.S. Mail to their last known address.

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

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

4 14. A final approval hearing shall be held before this Court on _____
5 _____ at _____ in Department 44 of the Ventura County Superior Court to hear
6 the motion for final approval and for attorneys' fees and costs, and to determine all necessary
7 matters concerning the Settlement, including: whether the proposed settlement of the Action on
8 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
9 should be finally approved by the Court; whether the Final Approval Order and Judgment should
10 be entered herein; whether the plan of allocation contained in the Agreement should be approved
11 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
12 costs, service award, and the fees and expenses of the Administrator. All papers in support of the
13 motion for final approval and for attorneys' fees, costs and service award shall be filed with the
14 Court and served on all counsel no later than sixteen (16) court days before the hearing and the
15 motion shall be heard at this final approval hearing.

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

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

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

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

17 **IT IS SO ORDERED.**

18
19 Dated: _____

20 _____
21 HON. CHARMAINE H. BUEHNER
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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EXHIBIT “C”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

LAUREN ZEPF, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

COMMUNITY MEMORIAL HEALTH
SYSTEM, a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 2024CUOE028051

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charmaine H. Buehner
Dept: 44

Date Filed: July 23, 2024
Trial Date: Not set

1 The unopposed motion of Plaintiff Lauren Zepf (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Community
3 Memorial Health System (“Defendant”), attorneys’ fees and costs, service payment, and the
4 expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Charmaine H. Buehner.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Ventura, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Two Million Dollars
16 (\$2,000,000) and the terms set forth in the Agreement are fair, reasonable, and adequate. The
17 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
18 Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment, Class Representative Service Payment, and the Administration Expenses
20 Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant,
21 and excludes any employer payroll taxes, if any, due on the portion of the Individual Class
22 Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the
23 separate additional obligation of Defendant.
- 24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

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

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
9 about _____. Mailing of the Class Notice to their last-known addresses was the best
10 notice practicable under the circumstances and was reasonably calculated to communicate actual
11 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
12 Class Members fully and accurately informed the Class Members of all material elements of the
13 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
14 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
15 fully with the laws of the State of California, the United States Constitution, due process and other
16 applicable law. The Class Notice fairly and adequately described the Settlement and provided
17 Class Members adequate instructions and a variety of means to obtain additional information.
18 The Administrator performed skip-tracing for Class Notices which were returned as undelivered,
19 and after these skip-tracking efforts, _____ Class Notices remained undelivered because no
20 updated address was found through the skip-tracing.

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

3 **Fairness of the Settlement**

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

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

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

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

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

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

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

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

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

26 11. From the Gross Settlement Amount, an award of \$_____ for attorneys'
27 fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation
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1 costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the
2 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
3 has been supported by Class Counsel's lodestar and billing statement.

4 **Class Representative Service Payment**

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

11 **Administration Expenses Payment**

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

18 **PAGA Penalties**

19 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
20 Amount of \$50,000, which shall be allocated \$32,500 to the Labor & Workforce Development
21 Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties and \$17,500 to
22 the Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The
23 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
24 Aggrieved Employees' 35% share of PAGA Penalties (\$17,500) by the total number of PAGA
25 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
26 result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all current
27 and former hourly, non-exempt employees of Defendant who worked in a clinical job position, as
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1 defined by Defendant, in California at any time during the PAGA Period (July 3, 2023 through
2 December 5, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the
3 Agreement and these settlement terms and has not indicated any objection thereto. The Court
4 finds the PAGA Penalties to be reasonable.

5 **II.**

6 **ORDERS**

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

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

10 All current and former hourly, non-exempt employees of Defendant who worked in
11 a clinical job position, as defined by Defendant, in California at any time during the
Class Period (July 23, 2020 through December 5, 2025).

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

15 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
16 best interest of the Class. Defendant will pay to the Administrator the Gross Settlement Amount
17 and all employer-side payroll taxes due within fourteen (14) days of the Effective Date.

18 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
19 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
20 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or
21 members of the Class.

22 19. The payment of a Class Representative Service Payment from the Gross Settlement
23 Amount in the amount of \$_____ to the Plaintiff is approved.

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

26 21. The PAGA Penalties amount of \$50,000 is approved and is to be distributed from
27 the Gross Settlement Amount and allocated in accordance with the Agreement.

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

3 23. The terms of the Agreement, and this Judgment and Order, shall be binding on
4 Plaintiff, Participating Class Members, the State of California, and all Aggrieved Employees, as
5 well as their respective heirs, executors and administrators, successors and assigns, and those
6 terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and
7 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to
8 the extent those claims, lawsuits, or other proceedings constitute Released Class Claims and/or
9 Released PAGA Claims as set forth in the Agreement. Neither the Agreement nor this Settlement
10 is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the
11 validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is
12 appropriate for class or representative treatment (other than for settlement purposes). Neither this
13 Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any
14 action taken to carry out the Agreement is, may be construed as, or may be used as an admission
15 by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or
16 carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in
17 any event be construed as, or deemed to be evidence of, an admission or concession with regard to
18 the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant or the
19 Released Parties may file in the Action or in any other proceeding this Final Approval Order and
20 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
21 Settlement to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
22 settlement, judgment bar or reduction, full faith and credit, or other theory of claim or issue
23 preclusion or similar defense or counterclaim as to the Released Class Claims and/or Released
24 PAGA Claims.

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

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

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

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

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

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

19 (a) Plaintiff and all Participating Class Members, on behalf of themselves and
20 their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, generally and fully release and forever discharge Defendant and the
22 Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys'
23 fees arising during the Class Period under state, federal, or local law that were alleged, or
24 reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative
25 Complaint (the "Released Class Claims"). The Released Class Claims include any and all
26 statutory, constitutional, contractual, and/or common law claims for wages, reimbursements,
27 damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs
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1 arising under California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3,
2 233, 246, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, California
3 Business and Professions Code section 17200, et seq., and any IWC Wage Orders (as codified in
4 the California Code of Regulations). The Released Class Claims include any and all claims for
5 minimum wage violations, failure to pay overtime wages, meal period violations, rest period
6 violations, failure to reimburse necessary business expenditures, wage statement violations, failure
7 to pay vacation and sick pay wages, failure to pay wages when due, waiting time penalties, and
8 violation of California's unfair competition law based on the aforementioned claims. Except as set
9 forth above with respect to Plaintiff, Participating Class Members do not release any other claims,
10 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
11 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
12 Class claims based on facts occurring outside the Class Period. The Released Parties are:
13 Community Memorial Health System and any and all of its former and present directors, officers,
14 shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers,
15 owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates,
16 representatives, heirs, executors, attorneys, accountants, payroll companies, insurers, predecessors,
17 successors, and assigns.

18 (b) All Class Members who are Aggrieved Employees, regardless of whether
19 they are Participating Class Members or Non-Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, along with the State of California, fully release and
22 forever discharge the Released Parties from all claims for civil penalties under PAGA arising
23 during the PAGA Period that were alleged, or reasonably could have been alleged, in the
24 Operative Complaint, the PAGA Notice (the "Released PAGA Claims"). The Released PAGA
25 Claims include claims for PAGA penalties based on alleged violations of California Labor Code
26 sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558,
27 1194, 1194.2, 1197, 1197.1, 1198, and 2802 and any IWC Wage Orders (as codified in the
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1 California Code of Regulations), any and all PAGA claims based on alleged minimum wage
2 violations, failure to pay overtime wages, meal period violations, rest period violations, failure to
3 reimburse necessary business expenditures, wage statement violations, failure to pay vacation and
4 sick pay wages, failure to pay wages when due, failure to provide seating, and waiting time
5 penalties. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all
6 Aggrieved Employees, and the State of California will be forever barred from pursuing against
7 Defendant and the Released Parties any and all Released PAGA Claims. The Released PAGA
8 Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
9 termination, discrimination, unemployment insurance, disability and worker's compensation, and
10 PAGA claims outside of the PAGA Period.

11 (c) Plaintiff and her respective former and present spouses, representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
13 Released Parties from the Plaintiff's Release, as set forth fully in the Agreement.

14 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
15 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
16 Administrator shall transmit the funds represented by such checks to the Food Share of Ventura
17 County as the Cy Pres Recipient, which the Court approves as a nonprofit organization or
18 foundation consistent with requirements of California Code of Civil Procedure Section 384(b).

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

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

25
26 Dated: _____

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28 HON. CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #3

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1004

July 3, 2024

CA3349

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Community Memorial Health System
Certified Mail #9589071052701151772980
Telos Legal Corp.
510 West 6th Street, Suite 320
Los Angeles, CA 90014

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 et seq., 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 Community Memorial Health System in California, including any employees staffed with Community Memorial Health System by a third party, and classified as non-exempt employees during the time period of July 3, 2023 until a date as determined by the Court. Our offices represent Plaintiff Lauren Zepf (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Community Memorial Health System (“Defendant”). Plaintiff was employed by Defendant in California from January of 2022 to September of 2023. Plaintiff was at 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 Defendants 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 Defendants 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 Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees performed 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. Defendants 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 1 1070(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 Statue 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.