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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

MICHAEL VIGIL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **CGC-25-621129**

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

Hearing Date: July 1, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken
Dept.: 301

Date Action Filed: January 2, 2025
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Michael Vigil ("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 University of San
8 Francisco ("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 individuals who were employed by
11 Defendant in California and classified as a non-exempt employee at any time during the Class
12 Period", which is January 2, 2021 through October 12, 2025; (3) provisionally appointing Plaintiff
13 as the representative of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik
14 De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide
15 notice; (6) directing that notice of the proposed settlement be given to the Class; (7) appointing
16 Apex Class Action LLC as Administrator, and (8) scheduling a final approval hearing date,
17 proposed for November 17, 2026, to consider Plaintiff's motion for final approval of the settlement
18 and for approval of attorneys' fees, expenses and the service award. Attached hereto as Exhibit #1
19 is a copy of the fully executed Class Action and PAGA Settlement Agreement ("Agreement") along
20 with exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior
21 Court model form for a class and PAGA settlement. This Declaration incorporates by reference the
22 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
23 in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
27 of One Million Eight Hundred Dollars (\$1,000,800) (the "Gross Settlement Amount") is to be paid
28 by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues

1 pending in the Action between the Parties and will be made in full and final settlement of the
2 Released Class Claims in exchange for the payments to Participating Class Members from the Net
3 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
4 fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment
5 allocated 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
6 following is a table of the key Settlement terms and the proposed deductions:

7 **\$1,000,800** (Gross Settlement Amount)

- 8 - \$15,000 (Plaintiff's proposed service award not to exceed amount)
- 9 - \$27,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 10 - \$333,600 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 11 - \$20,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 12 - \$9,890 (Administration Expenses Payment - not to exceed amount)

13 **\$595,310** (Net Settlement Amount)

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

19 5. On August 12, 2025, the Parties participated in an all-day mediation with Brandon
20 McElvey, a respected and experienced mediator of wage and hour class actions. In preparation for
21 the mediation, Defendant provided Class Counsel with payroll, time and employment data, along
22 with other information regarding the Class Members, various internal documents, and other
23 compensation and employment-related materials. Class Counsel analyzed the data with the
24 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
25 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
26 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
27 fair, reasonable and adequate.

28 6. Based upon 622 Class Members who worked an estimated 55,885 work weeks

1 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$1,609 per Class
2 Member and \$17.90 per workweek, and after deductions the Net Settlement Amount provides an
3 average recovery of \$957.09 per Class Member and a recovery of \$10.65 per workweek. The
4 calculations to compensate for the amount due for the Class at the time of the mediation were
5 calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at
6 issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid
7 wages for the employees. The maximum potential damages were calculated to be \$764,662 for
8 alleged unpaid overtime wages (half-time premium), \$3,490,031 for the alleged unpaid wages for
9 off-the-clock work at one hour per week, \$153,792 for the alleged underpaid overtime due to the
10 miscalculation of the regular rate, \$206,887 for alleged unpaid meal premiums and sick pay due to
11 the alleged miscalculation of the regular rate, \$722,092 for the alleged missed meal periods based on
12 a potential 9.6% violation rate observed in the time records and after deducting meal premiums
13 already paid by Defendant, \$955,695 for alleged rest period damages based upon the 9.6% violation
14 rate observed for meal period records, \$72,850 for alleged unreimbursed cell-phone expenses at \$5
15 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was calculated such that
16 Defendant was subject to a maximum damage claim in the amount of \$6,366,000. As to potential
17 penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$3,204,594,
18 and potential maximum wage statement penalties were \$974,400.¹ Defendant vigorously disputed
19 Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of
20 \$1,000,800 represents more than 15.7% of the maximum value of the alleged damages at issue in
21 this case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith

23 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
24 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
25 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
26 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
27 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
28 584 (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.").

² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The

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

8
9 Procedural History of the Litigation

10 7. On December 2, 2024, Plaintiff filed with the LWDA and served on Defendant a
11 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
12 civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202,
13 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
14 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
15 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
16 Violation of the applicable Industrial Welfare Commission Wage Order(s). The PAGA Notice by
17 Plaintiff is attached hereto as Exhibit #3 for the Court's reference, and included a copy of the draft
18 complaint.

19 8. On January 2, 2025, Plaintiff filed a class action Complaint against Defendant in
20 the Superior Court of the State of California, County of San Francisco. This class action Complaint
21 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
22 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
23 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
24 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code
25 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
26 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California

27 _____
28 PAGA claim is addressed below at ¶33.

1 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of
2 California Labor Code § 2802; (8) failure to provide wages when due in violation of California
3 Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California
4 Labor Code §§ 201-204, 233, and 246. On February 6, 2025, Plaintiff filed a separate
5 Representative Action Complaint in the Superior Court of the State of California, County of San
6 Francisco Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted
7 one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq.
8 for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510,
9 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8,
10 Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 11070(14)
11 (Failure to Provide Seating), and the applicable Wage Order(s).

12 9. As part of this Agreement, the Parties stipulated to the filing of a First Amended
13 Class and Representative Action Complaint in the Class Action that adds the claims and allegations
14 from the PAGA Action. The First Amended Class and Representative Action Complaint was filed
15 on November 14, 2025 and is the operative complaint in the Action (the “Operative Complaint”).

16 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
17 including informal discovery and the production of documents, class data, and other information,
18 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
19 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a
20 sampling payroll data and time punch data for the Class covering 5,217 shifts and 1,338 workweeks;
21 (3) Defendant’s wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples
22 of wage statements provided by Defendant. As such, Class Counsel received the data and
23 information for the Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the
24 claims for the Class.

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

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 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 August 12, 2025, the Parties
6 participated in an all-day mediation presided over by Brandon McElvey, a respected and
7 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed
8 to 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
19 for class certification. Without admitting that class certification is proper, Defendant has stipulated
20 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.7.) The
21 Parties agree that certification for settlement purposes is not an admission that class certification is
22 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
23 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
24 stipulate and agree that the requisites for establishing class certification with respect to the Class are
25 satisfied.

26 14. Class Counsel has conducted an investigation into the facts of the class action.
27 Informal discovery was obtained, which included the production of relevant documents and data.
28 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with

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

10
11 Settlement Terms and Plan of Allocation

12 15. The Gross Settlement Amount is One Million Eight Hundred Dollars (\$1,000,800).
13 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
14 following elements: (1) payment of the Individual Class Payments to the Participating Class
15 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
16 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
17 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
18 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
19 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

20 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
21 payroll taxes no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The
22 distribution of Individual Class Payments to Participating Class Members along with the other
23 Court-approved distributions shall be made within 14 days after the Defendant funds the settlement.
24 (Agreement at ¶ 5.1.)

25 17. The amount remaining in the Gross Settlement Amount after the deduction of
26 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
27 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
28 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement

1 Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at
2 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
3 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
4 total number of Workweeks worked by all Participating Class Members during the Class Period and
5 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
6 3.2(e).) Workweeks will initially be based on Defendant’s records, however, Class Members will
7 have the right to challenge the number of Workweeks.

8 18. Class Members may choose to opt-out of the Settlement by following the directions
9 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
10 shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response
11 Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
12 8.5, 8.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
13 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
14 (Agreement at ¶ 8.5(c).) All Aggrieved Employees will be paid their allocation of the PAGA
15 Penalties and will remain subject to the release of the Released PAGA Claims regardless of any
16 request for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice
17 will advise the Class Members of their right to object to the Settlement and/or dispute their
18 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

19 19. A Participating Class Member must cash his or her Individual Class Payment check
20 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
21 180 days will be voided and any funds represented by such checks sent to a Court-approved
22 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy
23 Pres Recipient") The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class
24 Counsel and Defense Counsel represent that they have no interest or relationship, financial or
25 otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

26 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
27
28

1 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
2 will be paid for settlement administration in an amount not to exceed \$9,890. (Agreement at ¶
3 3.2(c).) Apex Class Action provided a capped estimate of \$8,990 for administration expenses.

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 \$27,000. (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 \$20,000, to be allocated
13 65% (\$13,000) to the LWDA PAGA Payment and 35% (\$7,000) to the Individual PAGA Payments.
14 (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a) dividing the
15 amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000) by the total number of
16 PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
17 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).)
18 As set forth in the accompanying proof of service, the LWDA has been served with this motion and
19 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 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
27 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
28 Settlement set forth in the Agreement is in the best interest of the Class Members.

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

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

1 certification in wage and hour claims, class certification in this action was hotly disputed and the
2 maintenance of a certified class through trial was by no means a foregone conclusion.

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

6 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
7 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶
8 3.2(a).) Plaintiff performed his duties admirably by working with Class Counsel over the course of
9 litigation, and sacrificed his interests to obtain this recovery for the Class. The Declaration of the
10 Plaintiff is submitted herewith in support. At this stage, the requested service award is within the
11 accepted range of awards for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am.*
12 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested
13 service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
14 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein*
15 *v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500
16 where average class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*,
17 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six
18 plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal.
19 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in
20 enhancements).

21 28. The stage of the proceedings at which this Settlement was reached also militates in
22 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
23 conducted a thorough investigation into the facts of the class action. Class Counsel began
24 investigating the Class Members' claims before the Action was filed, and during the course of
25 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary
26 information. Class Counsel conducted a review and analysis of the relevant documents and data.
27 Class Counsel was also experienced with these claims, as Class Counsel previously litigated and
28 settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class

1 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
2 success on the merits and the results that could be obtained through further litigation.

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

10
11 Class Certification Issues

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

16 All individuals who were employed by Defendant in California and classified as a
17 non-exempt employee at any time during the Class Period.

18 (Agreement at ¶ 1.5.)

19 The Class Period is from January 2, 2021 through October 12, 2025. (Agreement at ¶ 1.13).

20 a. **Numerosity** - Plaintiff asserts that the 622 current and former employees that
21 comprise the Class can be identified based on Defendant's records and are sufficiently numerous for
22 class certification.

23 b. **Common Issues Predominate** - Plaintiff contends that common questions of
24 law and fact are present, specifically the common questions of whether Defendant's practices were
25 lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class
26 members were lawfully compensated for all hours worked, whether Defendant miscalculated the
27 regular rate when paying wages to Class Members, whether Defendant failed to provide required
28 expense reimbursement, and whether Class Members are entitled to damages and penalties as a

1 result of these practices. Plaintiff contends that certification of this Class is appropriate because
2 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,
3 these common questions of liability could be answered on a class wide basis. Defendant disputes
4 that common questions predominate but will not oppose such a finding for purposes of this
5 Settlement only.

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

15 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
16 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
17 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
18 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class
19 and has actively participated in the prosecution of this case to date. Plaintiff effectively
20 communicated with Class Counsel, provided documents and information to Class Counsel, and
21 participated in the investigation and resolution of the Action. The personal involvement of the
22 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
23 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
24 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
25 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
26 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
27 adequacy of representation is satisfied for purposes of this Settlement.

28 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal

1 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
2 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
3 experience. We have handled a number of class actions and complex cases and have acted both as
4 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
5 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
6 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
7 employment law class actions, including claims for misclassification, overtime, expense
8 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
10 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
11 adequate counsel by the courts throughout California. We have been approved as experienced class
12 counsel by both state and federal courts in California in contested class certification proceedings. A
13 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
14 settlement is defined as “all individuals who were employed by Defendant in California and
15 classified as a non-exempt employee at any time during the Class Period.” I have reviewed my
16 firm’s cases and representation of other plaintiffs and there is no conflict or representation which
17 would prevent my firm from representing the interests of the Class this case. My firm only
18 represents employees, and not employers. My firm has never represented Defendant nor any
19 affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure
20 a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
21 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
22 employees and classes as the claims are all against different and distinct employers. I can think of
23 no conflict that would arise in our representation of the Class and our adequate representation of the
24 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
25 for the Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the
26 proposed Cy Pres Recipient nor the Administrator for this settlement. Thus, the adequacy
27 requirement for my firm is satisfied for purposes of this Settlement.

28 32. The Class Notice, drafted jointly and agreed upon by the Parties through their

1 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
2 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
3 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶ 4.2.)
4 Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all
5 Class Members via first-class U.S. Mail using the most current mailing address information
6 available. (Agreement at ¶ 8.4(b).) The Class Notice will include, among other information: (i)
7 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
8 opt out, including a description of the applicable release; (iii) information to the Class Members
9 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
10 Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be
11 sought; (v) the amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of
12 the Administrator. The Class Notice will explain that the Class Members shall have sixty (60) days
13 from the date that the Class Notice is mailed to them (the “Response Deadline”) to request
14 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class
15 Members shall be given the opportunity to object to the Settlement and/or the attorneys’ fees and
16 expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who
17 do not submit a timely and proper request to opt-out will automatically receive a payment of their
18 Individual Class Payment. This notice program was designed to meaningfully reach the Class
19 Members and it advises them of all pertinent information concerning the Settlement.

20
21 33. The PAGA Claim -

22 a. **PAGA.** Labor Code section 2699, subdivision (l)(2) provides that [t]he
23 superior court shall review and approve any settlement of any civil action filed pursuant to PAGA.
24 The court s review ensur[es] that any negotiated resolution is fair to those affected. (*Williams v.*
25 *Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under
26 PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining
27 twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
28 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana*

(2022) 596 U.S. 639.) The Court assesses the reasonableness of a PAGA settlement in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77; *see also Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.], quoting LWDA guidance discussed in *O Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O Connor).) A permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (*See Vicerai v. Mistras Group, Inc.* (N.D. Cal., 2016) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

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

c. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$587,000 and \$1,174,000 for a single violation in every one of the 11,740 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198.

1 This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay
2 period but without stacking.³ The PAGA allocation in the Settlement is the amount of \$20,000.
3 This allocation is justified by several important considerations. First, the PAGA claim was subject
4 to the same risks as the underlying class claims. Second, Defendant asserted additional defenses to
5 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant argued
6 that significant PAGA penalties would be unlikely and would be reduced under such particular
7 “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an award that is unjust,
8 arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also
9 argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one
10 trial court which has so ruled. These additional defenses present a risk to the PAGA claim and the
11 potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington v.*
12 *Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided
13 for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be
14 significantly less than Plaintiffs’ calculation even where Plaintiff prevailed on the PAGA claim.
15 Even if we assume that violations for all 11,740 pay periods were established, using the valuation
16 from *Carrington* results in a potential recovery of only \$58,700 under PAGA. This means that the
17 PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery.
18 Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the
19 LWDA in *O’Connor v. Uber*.

20 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
21 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
22 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
23 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
24

25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$587,000 and \$1,174,000 is the civil penalty amount without stacking. If
27 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 in 2024 cast further doubt on stacking of penalties.

1 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
2 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
3 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
4 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
5 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
6 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
7 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
8 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
9 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
10 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
11 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
12 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
13 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
14 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
15 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
16 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
17 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
18 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
19 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
20 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
21 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
22 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
23 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
24 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
25 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
26 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
27 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
28 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*

1 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
2 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
3 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
4 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
5 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
6 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
7 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
8 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
9 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
10 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
11 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

12
13 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
14 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
15 reasonable, and at the time of final approval, my firm will present lodestar to further support the
16 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
17 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
18 of the class action awards obtained by Class Counsel in similar employment actions throughout the
19 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
20 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
21 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
22 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
23 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
24 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
25 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
26 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
27 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
28 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and

1 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
2 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
3 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
4 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
5 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
6 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
7 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
8 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
9 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
10 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
11 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
12 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
13 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
14 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
15 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
16 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
17 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
18 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
19 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
20 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
21 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
22 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
23 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
24 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
25 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
26 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
27 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
28 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-

591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.

1 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class
2 settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court
3 Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and
4 hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco
5 Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in
6 a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County
7 Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award
8 in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
9 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee
10 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
11 therefore reasonable in light of the fees that have been awarded in other similar cases.

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

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

1 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
2 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
3 2018) (awarding \$10,000 service award).

4
5 36. Potentially Related Other Actions - I am not aware of any other pending matter or
6 action asserting claims that will be extinguished or affected by the Settlement. (Agreement at ¶ 2.8.)
7 I have searched the LWDA database which showed no other pending PAGA actions against
8 Defendant.

9
10 37. Administration - After seeking bids from qualified administrators, the estimate from
11 Apex Class Action was selected, as it provided for an estimate of \$8,990 to perform the settlement
12 administration for up to 655 individuals, with any difference between the actual expenses and the
13 budget of \$9,890 to be retained in the Net Settlement Amount for distribution to the Class. I have
14 used Apex Class Action successfully as the administrator in more than twenty class settlements in
15 the last couple years and know them to be competent and experienced. My firm has no relationship
16 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
17 of the motion is the Declaration of Sean Hartranft of Apex Class Action which includes the estimate
18 for administration from Apex Class Action for this matter.

19
20 Service on the LWDA:

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

24
25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct. Executed this 4th day of June, 2026, at La Jolla, California.

27 By:

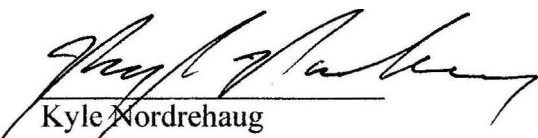
28 
Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Michael Vigil (“Plaintiff”) and defendant University of San Francisco, (“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. “Action(s)” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Michael Vigil vs. University of San Francisco*, Case No. CGC-25-621129, initiated on January 2, 2025 and pending in Superior Court of the State of California, County of San Francisco, and (2) *Michael Vigil vs. University of San Francisco*, Case No. CGC-25-622174, PAGA Notice sent on December 2, 2024, filed on February 6, 2025, and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee 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 Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security

number, email address (if known and available to Defendant), 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 current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 2, 2021 through the earlier of preliminary approval or October 12, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.
- 1.17. “Defendant” means University of San Francisco.
- 1.18. “Defense Counsel” means Vartain Law Group, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the

day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Eight Hundred Dollars (\$1,000,800) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount also excludes Plaintiff’s individual settlement that is being memorialized in a separate confidential settlement agreement and is being separately funded by Defendant outside of the Gross Settlement Amount.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency of the State of California, which under Labor Code section 2699, subdivision (i), is entitled to receive sixty-five percent (65%) of any civil penalties recovered in a representative action under PAGA.
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, 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.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from December 2, 2023 through the earlier of preliminary approval or October 12, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s December 2, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000) and the 65% to LWDA (\$13,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Michael Vigil, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, 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. The Released Class Claims also exclude Plaintiff’s individual claims that are being memorialized in a separate confidential settlement agreement.

- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims also exclude Plaintiff’s individual claims that are being memorialized in a separate confidential settlement agreement.
- 1.40. “Released Parties” means Defendant, and each of its former and present, parents, affiliates, and divisions, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, agents, and representatives.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one (1) day.

2. RECITALS

The Class Action

- 2.1. On January 2, 2025, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (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) Failure to pay all wages due upon termination, including waiting time penalties, in violation of California Labor Code §§ 201–203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246.

2.2. On April 28, 2025, Defendant filed an Answer to Plaintiff’s Class Action Complaint.

The PAGA Action

2.3. On February 6, 2025, Plaintiff filed a separate Representative Action Complaint in the Superior Court of the State of California, County of San Francisco Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 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 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

2.4. On April 10, 2025, the Parties entered into a Tolling Agreement in the PAGA Action, which deferred service on the Representative Action Complaint and tolled Plaintiff’s statute of limitations, during the pendency of mediation.

Pleading Amendment

2.5. As part of this Agreement, the Parties will stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the Class Action that adds the claims and parties in the PAGA Action. The FAC in the Class Action shall be the Operative Complaint (“Operative Complaint”) for purposes of settlement approval, and the Settlement is intended to fully and finally resolve and be inclusive of all claims alleged, or reasonably arising from the facts alleged, in the original Class Action Complaint, the PAGA Action, and the Operative Complaint. Following the filing of the FAC, Plaintiff will subsequently dismiss the PAGA Action without prejudice, provided, however, that such dismissal is for procedural purposes only..

2.6. Defendant denies the allegations in the original Class Action Complaint, the PAGA Action, and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged in the Operative Complaint.

Mediation and Settlement

- 2.5. On August 12, 2025, the Parties participated in an all-day mediation presided over by Brandon McElvey, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,000,800 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount also excludes Plaintiff's individual settlement that is being memorialized in a separate confidential settlement agreement and is being separately funded by Defendant outside of the Gross Settlement Amount.

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 (in addition to Plaintiff's separate individual settlement, 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 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 \$333,600, and a Class Counsel Litigation Expenses Payment of not more than \$27,000. 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 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, and Defendant shall not be required to pay any additional amounts beyond the Gross Settlement Amount in connection with fees or expenses. 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 \$9,890 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 \$9,890, 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 \$20,000 to be paid from the Gross Settlement Amount, with 65% (\$13,000) allocated to the LWDA PAGA Payment and 35% (\$7,000) 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 (\$7,000) 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. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. The Class is estimated to consist of 622 Class Members who collectively worked an estimated total of 55,885. Workweeks, and 413 Aggrieved Employees who worked a total of 11,740 PAGA Pay Periods.
- 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 eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address.

Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”) The Parties propose Legal Aid at Work 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 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 State of California, acting by and through Plaintiff as its proxy under PAGA, and all Aggrieved Employees will release the Released PAGA Claims will release claims against all Released Parties as follows:

6.1. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiff’s PAGA Notice during the PAGA 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’s Release also does not extend to Plaintiff’s individual claims being separately released with a separate confidential settlement agreement.

(a) Plaintiff’s Other Individual Claims. Plaintiff represents that he has additional individual claims against Defendant that Plaintiff is separately settling. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in a separate confidential individual settlement

agreement that will include a waiver of rights under Civil Code § 1542. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

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

6.3. Release of PAGA Claims. All Aggrieved Employees and State of California, acting by and through Plaintiff as its proxy under PAGA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims for the PAGA Period.

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 Affirmation. Defendant has no known information indicating actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. Defendant is not presently aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code

section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

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

purposes of issuing IRS Forms 1099 for non-wage payments and for making required reports to state and federal tax authorities in connection with such non-wage payments. The Administrator shall issue IRS Forms W-2 for the wage portions of Individual Class Payments in the name of Defendant using Defendant's EIN, unless Defendant executes IRS Form 2678 authorizing the Administrator to act as its agent for payroll tax purposes.

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. The Administrator shall be the custodian of the QSF and shall be solely responsible for all tax filings and payments required for the QSF, including obtaining an Employer Identification Number and filing any returns required by federal, state, or local law.

8.4. Notice to Class Members.

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

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 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. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** The Class is estimated to consist of 622 Class Members who collectively worked an estimated total of 55,885. If the total amount of Workweeks worked by the Class Members during the Class Period is more than 10% above the Workweeks listed in paragraph 4.1 (i.e., above 61,474 Workweeks), then Defendant shall have the option of either paying \$10 for each Workweek over 61,474, or cutting off the end of the Class Period so as to avoid triggering this 10% escalator clause.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, 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.
- 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 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 Action have merit.

The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and 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 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. 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; (5) in response to an inquiry or subpoena issued by a state or federal government agency, or (6) by Defendant, to communicate with its officers, directors, employees, supervisors, managers, human resources personnel, insurers, auditors, labor unions, and any other individuals or entities with whom Defendant may choose to discuss or coordinate matters relating to the Settlement. 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.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by 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.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and then the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class

Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Michael J. Vartain
Ross J. Vartain
Vartain Law Group, P.C.
48 Gold Street, Suite 100
San Francisco, CA 94133
Tel.: (415) 391-1155
E-Mail: mike@vartainlaw.com
ross@vartainlaw.com

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

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

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/17/2025 *Michael Vigil*
Michael Vigil (Oct 17, 2025 15:10:01 PDT)
Plaintiff Michael Vigil

Dated: _____

[name]
For Defendant University of San Francisco

Dated: 10/20/25 *Kyle Nordrehaug*
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Michael J. Vartain
Ross J. Vartain
Vartain Law Group, P.C.
Attorney for Defendant

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

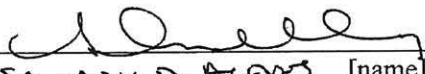
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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Michael Vigil

Dated: 10/22/2025

SALVADOR D. ALVAREZ [name]
For Defendant University of San Francisco

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/22/2025

Michael J. Vartain
Ross J. Vartain
Vartain Law Group, P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Vigil vs. University of San Francisco, Superior Court of the State of California, County of
San Francisco, Case No. CGC-25-621129***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant University of San Francisco (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Michael Vigil (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period which is January 2, 2021 to October 12, 2025 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period which is December 2, 2023 to October 12, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (LWDA”) and as Individual PAGA Payments to 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. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

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

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

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment if eligible. 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 the Released Class 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 (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your 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 Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 301 before Judge Christine Van Aken. 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 Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. 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 Class Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiff and Defendant as set forth in the written Class Action and PAGA Settlement Agreement (“the Agreement”), and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The “Class Period” is January 2, 2021 to October 12, 2025.

2. What is this class action lawsuit about?

On January 2, 2025, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “Action”). Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to provide sick pay. On February 6, 2025, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Francisco (the “PAGA Action”).

On November 14, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action that contains the claim for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) originally filed in the PAGA Action. The First Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

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

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

arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Eight Hundred Dollars (\$1,000,800) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, 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 the Defendant. Defendant shall fully fund the Gross Settlement Amount within 14 days after the Effective Date. The “Effective Date” is the date the Judgment is entered, unless there are objections or an appeal, in which case, it is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant fully 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.

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 Amount, 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 \$9,890, 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 \$333,600, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$27,000. 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.** Class Representative Service Payment in an amount not more than \$15,000 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and

prosecuting the Action, and for the risks Plaintiff 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 \$20,000 relating to Plaintiff's claim under PAGA, \$13,000 of which will be paid to the State of California's Labor and Workforce Development Agency (LWDA"). The remaining \$7,000 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 (\$7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (December 2, 2023 to October 12, 2025).

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service 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 \$593,310. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The

employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. 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 will be sent to a nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Legal Aid at Work as this Cy Pres Recipient and represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, 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 or 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 Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments

by Defendant, all Aggrieved Employees and State of California, acting by and through Plaintiff as its proxy under PAGA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims for the PAGA Period. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, and each of its former and present, parents, affiliates, and divisions, and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, agents, and representatives.

5. How much will my payment be?

Defendant’s records reflect that you worked <<____>> Workweeks during the Class Period (January 2, 2021 to October 12, 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 (December 2, 2023 to October 12, 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 Settlement 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.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to

Class Counsel and as a service payment to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one month after this hearing. If there are objections or appeals, resolving them can take time, often more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the 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 Individual PAGA Payment 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 *Vigil vs. University of San Francisco* 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 *Vigil vs. University of San Francisco*, Case No. CGC-25-621129. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vigil vs. University of San Francisco* or on the Civil Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-25-621129.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Award may wish to

object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Vigil vs. University of San Francisco*, Case No. CGC-25-621129, and include your name, current address, email or telephone number, and approximate dates of employment with Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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 <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Michael J. Vartain

Ross J. Vartain

Vartain Law Group, P.C.

48 Gold Street, Suite 100

San Francisco, CA 94133

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on

_____, in Department 301 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Christine Van Aken. 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 <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vigil vs. University of San Francisco*. In addition, hearing dates are posted on the Internet via the Civil Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-25-621129.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Vigil vs. University of San Francisco* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees, costs and service award, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vigil vs. University of San Francisco*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Civil Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-25-621129. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT OR UNIVERSITY OF SAN FRANCISCO 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 the non-profit Cy Pres Recipient, which is proposed to be Legal Aid at Work.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MICHAEL VIGIL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **CGC-25-621129**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

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

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: January 2, 2025
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Christine Van Aken of the Superior Court of the
2 State of California, in and for the County San Francisco, on _____[DATE], for the motion
3 by Plaintiff Michael Vigil (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant University of San Francisco (“Defendant”). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

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

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

16 3. The Gross Settlement Amount is One Million Eight Hundred Dollars (\$1,000,800).
17 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
18 adequate and reasonable as to all potential Class Members when balanced against the probable
19 outcome of further litigation and the significant risks relating to certification, liability and damages
20 issues. It further appears that investigation and research have been conducted such that counsel
21 for the Parties are able to reasonably evaluate their respective positions. It further appears to the
22 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
23 avoid the delay and risks that would be presented by the further prosecution of the Action. It
24 further appears that the Agreement has been reached as the result of serious and non-collusive,
25 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
26 adequate, and reasonable when balanced against the probable outcome of further litigation and the
27 significant risks relating to certification, liability, and damages issues.

1 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$27,000, and a
3 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
4 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
5 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
6 supporting these requests prior to final approval.

7 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
8 certification of a class for settlement purposes only. This stipulation will not be deemed
9 admissible in this or any other proceeding should this Settlement not become final. For settlement
10 purposes only, the Court conditionally certifies the following Class: "all individuals who were
11 employed by Defendant in California and classified as a non-exempt employee at any time during
12 the Class Period." The Class Period is January 2, 2021 to October 12, 2025.

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

23 7. The Court provisionally appoints Plaintiff as the representatives of the Class. The
24 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
25 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

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

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

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

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

21 12. A Final Approval Hearing shall be held before this Court on _____
22 _____ at 9:00 a.m. in Department 301 at the Civic Center Courthouse of the San
23 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
24 including: whether the proposed settlement of the Action on the terms and conditions provided for
25 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
26 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
27 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
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1 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
2 expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and
3 service award shall be filed with the Court and served on all counsel no later than sixteen (16)
4 court days before the hearing and shall be heard at the Final Approval Hearing.

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

17 14. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
22 including all available defenses and affirmative defenses, and arguments that no claim in the
23 Action could be certified as a class action and/or managed as a representative action. In such an
24 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
25 referred to in litigation or otherwise for any purpose.

26 15. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and all dates provided for in the Agreement without further notice to Class Members and
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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

5 **IT IS SO ORDERED.**

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7 Dated: _____

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HON. CHRISTINE VAN AKEN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MICHAEL VIGIL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. **CGC-25-621129**

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: January 2, 2025
Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiff Michael Vigil (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendant University of San Francisco (“Defendant”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its [REDACTED], order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

1. The certification of the Class is confirmed for the sole and exclusive purpose of entering a settlement in this matter:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period. The Class Period is January 2, 2021 to October 12, 2025.

2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiff as the Class Representative, and 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 as Class Counsel for the Class.

4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive an Individual Class Payment, their right to comment on or object

Exhibit C-1

1 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
2 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
3 final approval of the Settlement. Adequate periods of time were provided by each of these
4 procedures to provide notice of their rights and time for Class Members to act with respect to these
5 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
6 appear at the final approval hearing. [The Court overrules the objections raised by objecting
7 Participating Class Members.]

8 5. The Court finds and determines that this notice procedure afforded adequate
9 protections to Class Members and provides the basis for the Court to make an informed decision
10 regarding approval of the Settlement based on the responses of Class Members. The Court finds
11 and determines that the Class Notice provided in this case was the best notice practicable and it
12 satisfied the requirements of law and due process.

13 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
14 determines that the proposed Class meets all the legal requirements for class certification, and it
15 is hereby ordered that the Class is finally approved and certified as a class for purposes of the
16 Settlement.

17 7. The Court further finds and determines that the Gross Settlement Amount of One
18 Million Eight Hundred Dollars (\$1,000,800) and the terms of the Agreement are fair, reasonable,
19 and adequate to the Class and to each Class Member. The Class Members who have not opted-
20 out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement as all
21 individuals who were employed by Defendant in California and classified as a non-exempt
22 employee at any time during the PAGA Period which is December 2, 2023 to October 12, 2025)
23 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
24 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class portion of
25 the Settlement. The Settlement is ordered finally approved, and all terms and provisions of the
26 Settlement should be and hereby are ordered to be consummated.

27 8. The Court finds and determines that the Individual Class Payments to be paid to
28 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The

Exhibit C-1

1 Court hereby grants final approval to and orders the payment of those amounts to be made to the
2 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

3 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
4 Code §§ 2699, the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the
5 date the Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff
6 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
7 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

8 10. The Court finds and determines that the resolution of the Released PAGA Claims
9 and the PAGA Penalties of \$20,000, which includes payment to the LWDA of \$13,000 as its 65%
10 share of the settlement of civil penalties and the 35% allocation of \$7,000 as Individual PAGA
11 Payments to the Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby
12 grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid
13 out of the Gross Settlement Amount and distributed in accordance with the Agreement.

14 11. The Court finds and determines that the fees and expenses of Apex Class Action in
15 administering the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
16 Court hereby grants final approval to such amount and orders that the payment of approximately
17 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

18 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
19 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
20 and the risks he undertook, the Court hereby approves the payment of the Class Representative
21 Service Payment to Plaintiff in the amount of \$15,000. The Class Representative Service Payment
22 shall be paid from the Gross Settlement Amount.

23 13. Pursuant to the authorities and argument presented to the Court, the Court approves
24 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and
25 expenses in the amount of \$ [REDACTED]. Said amounts shall be paid from the Gross
26 Settlement Amount.

27 14. The parties are hereby ordered to comply with the terms of the Settlement.
28 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to

Exhibit C-1

1 fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within
2 14 days after the Effective Date.

3 15. Without affecting the finality of this order in any way, pursuant to California Code
4 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
5 interpretation, administration, implementation, effectuation, and enforcement of this order and the
6 Settlement.

7 **IT IS SO ORDERED.**

8 Dated: _____

9 _____
10 The Honorable Christine Van Aken
11 Judge of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

MICHAEL VIGIL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. **CGC-25-621129**

[PROPOSED] FINAL JUDGMENT

Hearing Date:

Hearing Time:

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: January 2, 2025
Trial Date: Not set

Exhibit C-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class Action and PAGA Settlement Agreement (the “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement Plaintiff Michael Vigil (“Plaintiff”), and all members of the Class, shall take nothing by their complaint(s) in this Action.

2. The Court finds that in consideration of Plaintiff’s awarded Class Representative Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant University of San Francisco (“Defendant”) fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff generally releases and discharges the Released Parties (as defined in the Agreement) from the Plaintiff’s Release as fully set forth in the Agreement.

3. The Court finds that in consideration for their Individual Class Payments, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, 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.

4. The Court finds that in consideration for the approved PAGA Penalties payment, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all

Exhibit C-2

1 Aggrieved Employees and State of California, acting by and through Plaintiff as its proxy under
2 PAGA, are deemed to release, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
4 Parties from the Released PAGA Claims for the PAGA Period. The “Released PAGA Claims”
5 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
6 on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the
7 PAGA Period during employment in a non-exempt position in California. The Released PAGA
8 Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested
9 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
10 insurance, disability, social security, workers’ compensation, and PAGA claims outside of the
11 PAGA Period.

12 5. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs
13 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
14 Class Action Settlement, and this Judgment.

15 6. The Court enters final judgment in the Action in accordance with the Agreement
16 and the Order Granting Motion for Final Approval of Class Action Settlement. Without affecting
17 the finality of this judgment in any way, pursuant to California Code of Civil Procedure section
18 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration,
19 implementation, effectuation, and enforcement of this order and the Settlement.

20 7. Upon completion of administration of the settlement, the Administrator will
21 provide written certification of such completion to the Court and counsel for the parties. The Court
22 sets a compliance hearing date of _____, at _____ a.m. / p.m., and the
23 written certification of the Administrator shall be filed no later than fourteen (14) days before this
24 hearing.

25 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

26 Dated: _____

27 _____
28 The Honorable Christine Van Aken
Judge of the Superior Court

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 Ehmman

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.,

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

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

EXHIBIT #3

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WRITERS EXT:

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December 2, 2024

CA3590

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

University of San Francisco
Certified Mail #9589071052701502088135
Donna Davis
2130 Fulton Street
San Francisco, CA 94117

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 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 11070(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 University of San Francisco in California, including any employees staffed with University of San Francisco by a third party, and classified as non-exempt employees during the time period of December 1, 2023 until a date as determined by the Court. Our offices represent Plaintiff Michael Vigil (“Plaintiff”) and other Aggrieved Employees in a lawsuit against University of San Francisco (“Defendant”). Plaintiff was employed by Defendant in California from June of 1993 to December 1, 2024. Plaintiff was all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly

paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 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 Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.