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

ANDREA COOKS, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ON LOK COMMUNITY HOUSING, INC., a
California Corporation; ON LOK DAY
SERVICES, a California Corporation; ON
LOK HOUSE, INC., a California
Corporation; ON LOK SENIOR HEALTH
SERVICES, a California Corporation; ON
LOK, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CGC-24-620841

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

Hearing Date: September 23, 2026

Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken

Dept.: 301

Date Action Filed: December 20, 2024

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Andrea Cooks ("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 Defendants On Lok Community
8 Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On
9 Lok, Inc. ("Defendants"), which motion seeks entry of an order: (1) preliminarily approving the
10 proposed settlement of this class action with Defendants; (2) for settlement purposes only,
11 conditionally certifying the Class, which is comprised of "all individuals who are or previously
12 were employed by Defendants who were classified as non-exempt in the State of California during
13 the Class Period.", which is December 20, 2020 to December 31, 2025; (3) provisionally appointing
14 Plaintiff as the representative of the Class; (4) provisionally appointing Blumenthal Nordrehaug
15 Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-
16 wide notice; (6) directing that notice of the proposed settlement be given to the Class; (7)
17 appointing Apex Class Action LLC as Administrator, and (8) scheduling a final approval hearing
18 date, proposed for February 17, 2027, to consider Plaintiff's motion for final approval of the
19 settlement and for approval of attorneys' fees, expenses and the service award. Attached hereto as
20 Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
21 ("Agreement") along with exhibits thereto. The form of the Agreement is based upon the Los
22 Angeles County Superior Court model form for a class and PAGA settlement. This Declaration
23 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
24 the same meaning as set forth in the Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
28 of Two Million Nine Hundred Thousand Dollars (\$2,900,000) (the "Gross Settlement Amount") is

1 to be paid by Defendants, as set forth in the Agreement. The Gross Settlement Amount will settle
2 all issues pending in the Action between the Parties and will be made in full and final settlement of
3 the Released Class Claims in exchange for the payments to Participating Class Members from the
4 Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all
5 attorneys' fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties
6 payment allocated 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶
7 1.22.) The following is a table of the key Settlement terms and the proposed deductions:

8 **\$2,900,000 (Gross Settlement Amount)**

- 9 - \$15,000 (Plaintiff's proposed service award not to exceed amount)
- 10 - \$33,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 11 - \$966,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 12 - \$60,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 13 - \$20,000 (Administration Expenses Payment - not to exceed amount)

14 **\$1,805,334 (Net Settlement Amount)**

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

20 5. On October 1, 2025, the Parties participated in an all-day mediation with Tripper J.
21 Ortman, a respected and experienced mediator of wage and hour class actions. In preparation for
22 the mediation, Defendants provided Class Counsel with payroll, time and employment data, along
23 with other information regarding the Class Members, various internal documents, and other
24 compensation and employment-related materials. Class Counsel analyzed the data with the
25 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
26 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
27 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
28 fair, reasonable and adequate.

6. Based upon 1,475 Class Members who worked an estimated 196,449 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$1,966 per Class Member and \$14.76 per workweek, and after deductions the Net Settlement Amount provides an average recovery of \$1,223.75 per Class Member and a recovery of \$9.18 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$419,638 for alleged unpaid wages due to rounding, \$198,065 for the alleged unpaid overtime wages, \$8,052,990 for the alleged unpaid wages for off-the-clock work at one hour per week, \$85,573 for the alleged underpaid overtime due to the miscalculation of the regular rate, \$288,481 for alleged unpaid meal premiums, sick pay and vacation pay due to the alleged miscalculation of the regular rate, \$5,656,145 for the alleged missed meal periods based on a potential 27% violation rate observed in the time records and after deducting meal premiums already paid by Defendants, \$6,004,558 for alleged rest period damages based upon the same 27% violation rate observed for meal period records and after deduction of rest premiums already paid by Defendants, \$237,120 for alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was calculated such that Defendants were subject to a maximum damage claim in the amount of \$20,942,570. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$3,020,175, and potential maximum wage statement penalties were \$3,691,050.¹ Defendants vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$2,900,000 represents more than 13.8% of the

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

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

9
10 Procedural History of the Litigation

11 7. On September 27, 2024, Plaintiff filed with the LWDA and served on Defendants a
12 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
13 civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202,
14 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194,
15 1197, 1197.1, 1198, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040,
16 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to
17 Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).
18 The PAGA Notices by Plaintiff are attached hereto as Exhibit #3 for the Court's reference, and
19 included a copy of the draft complaint.

20 8. On December 20, 2024, Plaintiff filed a class action Complaint against Defendants in
21 the Superior Court of the State of California, County of San Francisco. This class action Complaint
22 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
23 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
24 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
25 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code

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

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

14 9. As part of this Agreement, the Parties stipulated to the filing of a First Amended
15 Class and Representative Action Complaint in the Class Action that adds the claims and allegations
16 from the PAGA Action. The First Amended Class and Representative Action Complaint was filed
17 on February 27, 2026 and is the operative complaint in the Action (the “Operative Complaint”).

18 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
19 including informal discovery and the production of documents, class data, and other information,
20 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
21 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a
22 sampling payroll data and time punch data for the Class covering 365 employees 223,000 shifts and
23 45,465 workweeks; (3) Defendants’ wage and hour policies; (4) the employment files for the
24 Plaintiff; and, (5) samples of wage statements provided by Defendants. As such, Class Counsel
25 received the data and information for the Class, which was sufficient for Plaintiff’s expert to
26 prepare the valuations of the claims for the Class.

27 11. Class Counsel has extensive experience in litigating wage and hour class actions in
28

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

6 12. Plaintiff and Defendants agreed to discuss resolution of the Action through a
7 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
8 documents and information in connection with the Action. On October 1, 2025, the Parties
9 participated in an all-day mediation presided over by Tripper J. Ortman, a respected and
10 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed
11 to settle the Action based upon a mediator's proposal which was memorialized in the form of a
12 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set
13 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

14 13. Although a settlement has been reached, Defendants deny any liability or
15 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
16 any purpose other than settlement, the Action is appropriate for class and/or representative
17 treatment. Defendants contend, among other things, that it has complied at all times with the
18 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
19 Defendants contend that class certification is inappropriate for any reason other than for settlement.
20 Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further
21 contends that the Action is appropriate for class certification on the basis that the claims meet the
22 requisites for class certification. Without admitting that class certification is proper, Defendants
23 have stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶
24 2.5.) The Parties agree that certification for settlement purposes is not an admission that class
25 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
26 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the
27 Action, the Parties stipulate and agree that the requisites for establishing class certification with
28 respect to the Class are satisfied.

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

13
14 Settlement Terms and Plan of Allocation

15 15. The Gross Settlement Amount is Two Million Nine Hundred Thousand Dollars
16 (\$2,900,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
17 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
18 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
19 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
20 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
21 not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
22 Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

23 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
24 payroll taxes no later than fifteen (15) business days after the Effective Date. (Agreement at ¶ 4.4.)
25 The distribution of Individual Class Payments to Participating Class Members along with the other
26 Court-approved distributions shall be made within 14 days after the Defendant funds the settlement.
27 (Agreement at ¶ 5.1.)

28 17. The amount remaining in the Gross Settlement Amount after the deduction of

1 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
2 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
3 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
4 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
5 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
6 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
7 total number of Workweeks worked by all Participating Class Members during the Class Period and
8 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
9 3.2(e).) Workweeks will initially be based on Defendants' records, however, Class Members will
10 have the right to challenge the number of Workweeks.

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

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

1 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
2 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
3 will be paid for settlement administration in an amount not to exceed \$20,000. (Agreement at ¶
4 3.2(c).) Apex Class Action provided a capped estimate of \$18,359 for administration expenses.

5 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
6 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
7 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
8 Class Counsel Litigation Expenses Payment in an amount not to exceed \$33,000. (Agreement at ¶
9 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
10 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

11 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
12 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
13 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$60,000, to be allocated
14 65% (\$39,000) to the LWDA PAGA Payment and 35% (\$21,000) to the Individual PAGA
15 Payments. (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a)
16 dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$21,000) by the
17 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
18 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement at ¶
19 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this
20 motion and the Agreement.

21
22 Risks of Continued Litigation and Standards for Approval

23 23. Plaintiff and Class Counsel recognize the expense and length of continuing to
24 litigate and trying this Action against Defendants through possible appeals which could take several
25 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
26 especially in complex class actions such as this Action. Class Counsel is also mindful of and
27 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
28

1 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
2 Settlement set forth in the Agreement is in the best interest of the Class Members.

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

25 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
26 unable to obtain a certified class and maintain the certified class through trial, and thereby not
27 recover on behalf of any employees other than himself. At the time of the mediation, Defendants
28 forcefully opposed the propriety of class certification, arguing that individual issues precluded class

1 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
2 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
3 wide recovery even where the class has been certified. While other cases have approved class
4 certification in wage and hour claims, class certification in this action was hotly disputed and the
5 maintenance of a certified class through trial was by no means a foregone conclusion.

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

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

24 28. The stage of the proceedings at which this Settlement was reached also militates in
25 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
26 conducted a thorough investigation into the facts of the class action. Class Counsel began
27 investigating the Class Members' claims before the Action was filed, and during the course of
28 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary

1 information. Class Counsel conducted a review and analysis of the relevant documents and data.
2 Class Counsel was also experienced with these claims, as Class Counsel previously litigated and
3 settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
4 Class Counsel possessed sufficient information to make an informed judgment regarding the
5 likelihood of success on the merits and the results that could be obtained through further litigation.

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

14 15 Class Certification Issues

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

20 All individuals who are or previously were employed by Defendants who were
21 classified as non-exempt in the State of California during the Class Period.

22 (Agreement at ¶ 1.5.)

23 The Class Period is from December 20, 2020 to December 31, 2025. (Agreement at ¶ 1.13).

24 a. **Numerosity** - Plaintiff asserts that the 1,475 current and former employees
25 that comprise the Class can be identified based on Defendants' records and are sufficiently
26 numerous for class certification.

27 b. **Common Issues Predominate** - Plaintiff contends that common questions of
28 law and fact are present, specifically the common questions of whether Defendants' practices were

1 lawful, whether Defendants failed to provide meal and rest periods to Class Members, whether
2 Class members were lawfully compensated for all hours worked, whether Defendants' rounding
3 practices were lawful, whether Defendants miscalculated the regular rate when paying wages to
4 Class Members, whether Defendants failed to provide required expense reimbursement, and
5 whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiff
6 contends that certification of this Class is appropriate because Defendants allegedly engaged in
7 uniform practices with respect to the Class Members. As a result, these common questions of
8 liability could be answered on a class wide basis. Defendants dispute that common questions
9 predominate but will not oppose such a finding for purposes of this Settlement only.

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

19 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
20 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
22 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
23 and has actively participated in the prosecution of this case to date. Plaintiff effectively
24 communicated with Class Counsel, provided documents and information to Class Counsel, and
25 participated in the investigation and resolution of the Action. The personal involvement of the
26 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
27 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
28 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those

1 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
2 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
3 adequacy of representation is satisfied for purposes of this Settlement.

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

1 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any
2 affiliation with the proposed Cy Pres Recipient nor the Administrator for this settlement. Thus, the
3 adequacy requirement for my firm is satisfied for purposes of this Settlement.

4 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
5 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
6 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
7 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶
8 4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to
9 all Class Members via first-class U.S. Mail using the most current mailing address information
10 available. (Agreement at ¶ 8.4(b).) The Class Notice will include both a Spanish translation and a
11 Chinese translation. (Agreement at ¶ 1.11.) The Class Notice will include, among other
12 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members
13 if they do not opt out, including a description of the applicable release; (iii) information to the Class
14 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
15 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and
16 expenses to be sought; (v) the amount of the Plaintiff’s service award request; and (vi) the
17 anticipated expenses of the Administrator. The Class Notice will explain that the Class Members
18 shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response
19 Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
20 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and/or the
21 attorneys’ fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.)
22 Class Members who do not submit a timely and proper request to opt-out will automatically receive
23 a payment of their Individual Class Payment. This notice program was designed to meaningfully
24 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

25
26 33. The PAGA Claim -

27 a. **PAGA.** Labor Code section 2699, subdivision (l)(2) provides that [t]he
28

1 superior court shall review and approve any settlement of any civil action filed pursuant to PAGA.
2 The court's review ensur[es] that any negotiated resolution is fair to those affected. (*Williams v.*
3 *Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under
4 PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining
5 twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles,*
6 *LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
7 *Moriana* (2022) 596 U.S. 639.) The Court assesses the reasonableness of a PAGA settlement in
8 view of PAGA's purposes to remediate present labor law violations, deter future ones, and to
9 maximize enforcement of state labor laws. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56,
10 76-77; *see also Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971
11 [when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and
12 meaningful, consistent with the underlying purpose of the statute to benefit the public.], quoting
13 LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201
14 F.Supp.3d 1110 (O'Connor).) A permissible settlement may be substantially discounted, given that
15 courts often exercise their discretion to award PAGA penalties below the statutory maximum even
16 where a claim succeeds at trial. (*See Viceral v. Mistras Group, Inc.* (N.D. Cal., 2016) 2016 WL
17 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

18 b. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
19 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
20 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
21 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
22 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
23 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
24 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
25 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
26 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
27 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
28

1 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
2 class members." (LWDA Response at p.4).

3 c. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
4 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
5 \$2,159,800 and \$4,319,600 for a single violation in every one of the 43,196 pay periods at issue in
6 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
7 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
8 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
9 per pay period but without stacking.³ The PAGA allocation in the Settlement is the amount of
10 \$60,000. This allocation is justified by several important considerations. First, the PAGA claim
11 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
12 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
13 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
14 such particular "circumstances" under Cal. Labor Code §2699(e)(2) and/or "would result in an
15 award that is unjust, arbitrary and oppressive, or confiscatory" under Cal. Labor Code §2699(e)(2).
16 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
17 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
18 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
19 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
20 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
21 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiff
22 prevailed on the PAGA claim. Even if we assume that violations for all 43,196 pay periods were
23 established, using the valuation from *Carrington* results in a potential recovery of only \$215,980
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 \$2,159,800 and \$4,319,600 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent amendments to the
PAGA statute in 2024 cast further doubt on stacking of penalties.

1 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of
2 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
3 under the reasoning of the LWDA in *O'Connor v. Uber*.

4 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
5 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
6 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
7 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
8 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
9 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
10 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
11 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
12 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
13 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
14 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
15 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
16 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
17 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
18 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
19 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
20 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
21 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
22 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
23 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
24 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
25 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
26 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
27 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
28 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*

1 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
2 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
3 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
4 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
5 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
6 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
7 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
8 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
9 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
10 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
11 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
12 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
13 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
14 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
15 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
16 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
17 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
18 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
19 0.34% of \$1,450,000 settlement amount).

20
21 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
22 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
23 reasonable, and at the time of final approval, my firm will present lodestar to further support the
24 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
25 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
26 of the class action awards obtained by Class Counsel in similar employment actions throughout the
27 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
28 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles

1 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
2 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
3 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
4 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
5 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
6 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
7 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
8 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
9 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
10 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
11 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
12 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
13 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
14 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
15 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
16 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
17 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
18 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
19 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
20 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
21 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
22 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
23 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
24 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
25 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
26 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
27 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
28 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage

1 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
2 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
3 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
4 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
5 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
6 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
7 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
8 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
9 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
10 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior
11 Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and
12 hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
13 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee
14 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
15 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a
16 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
17 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
18 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
19 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
20 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
21 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
22 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
23 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
24 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
25 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
26 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
27 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
28 (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. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodel Services* (Los Angeles County Superior Court Case No. 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

1 35. Class Representative Service Payments - The reasonableness of the requested service
2 award is also established by reference to the amounts that other California courts have found to be
3 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
4 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
5 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
6 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
7 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
8 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
9 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
10 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
11 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
12 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
13 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
14 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
15 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
16 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
17 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
18 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
19 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
20 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
21 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
22 2011)(awarding \$10,000 service award together with additional compensation for their general
23 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
24 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
25 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
26 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
27 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
28 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000

enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - I am aware of one other pending matter or action asserting claims that will be extinguished or affected by the Settlement: Imelda Ortega Suzara v. On Lok Senior Health Services, On Lok Day Services, On Lok, Inc., originally filed on May 13, 2025, and pending in the California Superior Court for the County of Alameda, Case No. 25CV122745 (the "Suzara Action"). (Agreement at ¶ 2.6.)

37. Administration - After seeking bids from qualified administrators, the estimate from

1 Apex Class Action was selected, as it provided for an estimate of \$18,359 to perform the settlement
2 administration for up to 1,423 individuals, with any difference between the actual expenses and the
3 budget of \$18,359 to be retained in the Net Settlement Amount for distribution to the Class. I have
4 used Apex Class Action successfully as the administrator in more than twenty class settlements in
5 the last couple years and know them to be competent and experienced. My firm has no relationship
6 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
7 of the motion is the Declaration of Michael Sutherland of Apex Class Action which includes the
8 estimate for administration from Apex Class Action for this matter.

9
10 Service on the LWDA:

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

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 26th day of August, 2026, at La Jolla, California.

17
18 By:

19 
20 Kyle Nordrehaug
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Andrea Cooks (“Plaintiff”) and defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants 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” means the Plaintiff’s putative class and PAGA lawsuits alleging wage and hour violations against Defendants captioned (1) *Andrea Cooks v. On Lok Community Housing, Inc., et al.*, Case No. CGC-24-620841, initiated on December 20, 2024 and pending in Superior Court of the State of California, County of San Francisco (“Class Action”); and (2) *Andrea Cooks v. On Lok Community Housing, Inc., et al.*, Case No. 25CV456492, initiated on January 14, 2025 and pending in Superior Court of the State of California, County of Santa Clara (“PAGA Action”).
- 1.2. “Administrator” means Apex Class Action LLC (“Apex”), 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 non-exempt employees who worked for Defendants in the State of California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras 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 Defendants’ possession including (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total Workweeks worked during the Class Period; and (6) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.
- 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 and Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee 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 and Aggrieved Employees by use of available email addresses, and phone numbers.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish and Chinese translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from December 20, 2020 to the earlier of preliminary approval of the settlement or December 31, 2025, or the Alternative End Date.
- 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 Defendants’ 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. “Defendants” means On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. as named by Plaintiff in the Operative Complaints.
- 1.18. “Defense Counsel means Stacey E. James and Jocelyn D. Hannah of Littler Mendelson, 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 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members object 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 Two Million Nine Hundred Thousand Dollars (\$2,900,000) which is the total amount to be paid by Defendants 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 Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 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 Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from September 27, 2023 through the earlier of preliminary approval of the settlement or December 31, 2025, or the Alternative End Date.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s September 27, 2024 letters to Defendants 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 (\$21,000) and 65% to the LWDA (\$39,000) 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 Andrea Cooks, 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 the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including claims for (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay premium wages at the correct rate of pay (including meal period premiums, rest break premiums, sick pay, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof, (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements; (ix) failing to reimburse for necessary business-related expenses; and (x) unfair business practices, and expressly excluding all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.
- 1.39. “Released PAGA Claims” mean 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 Notices, which occurred during the PAGA Period during employment in a nonexempt position in California, include the following PAGA claims that are based on the facts of the Operative Complaint and the PAGA Notices that occurred during the PAGA Period: claims for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198 et seq., 2100, 2800, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), 1 1070(14), and applicable Wage Orders, and expressly excluding all other claims including 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.
- 1.40. “Released Parties” means: On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. as named by Plaintiff in the operative complaints, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
- 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

the 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 resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the 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 Defendants as a Class Member for at least one day.

2. RECITALS

2.1. On December 20, 2024, Plaintiff commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of San Francisco. Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of 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 provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

2.2. On October 1, 2025, the Parties participated in an all-day mediation presided by Tripper J. Ortman, a respected mediator of wage and hour representative and class actions. The mediation resulted in an agreement to settle the Action, and the Parties’ agreement was memorialized in a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.3. On January 21, 2026, Plaintiff filed a Motion for Leave to File a First Amended Class

and Representative Action Complaint in the pending putative class matter, *Andrea Cooks v. On Lok Community Housing, Inc., et al.*, Case No. CGC-24-620841. The First Amended Class and Representative Action Complaint consolidated both complaints which form the Action, and all of the factual allegations and theories of ability from both the putative class and PAGA complaints which form the Action. The First Amended Class and Representative Action Complaint is now the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.4. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. 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 Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ 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, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.6. 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 except for *Imelda Ortega Suzara v. On Lok Senior Health Services, On Lok Day Services, On Lok, Inc.*, originally filed on May 13, 2025, and pending in the California Superior Court for the County of Alameda, Case No. 25CV122745 (the “*Suzara Action*”).

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$2,900,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have 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 Defendants.

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 any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member and any Individual PAGA Payment). Defendants 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 Payment 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 \$966,666, and a Class Counsel Litigation Expenses Payment of not more than \$33,000. Defendants will not oppose requests for these payments provided that they 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 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, 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 \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$20,000.00, 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 \$60,000 to be paid from the Gross Settlement Amount, with 65% (\$39,000) allocated to the LWDA PAGA Payment and 35% (\$21,000) 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 (\$21,000) 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.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under

any benefit plans. The payment under this Agreement shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 1,475 Class Members who collectively worked a total of 196,449 Workweeks through October 31, 2025, and 1,157 Aggrieved Employees who worked a total of 43,196 PAGA Pay Periods through August 17, 2025.
- 4.2. Class Data. Not later than thirty (30) business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or Microsoft Word document. 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. Defendants have 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 Defendants 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. PAGA Data. Not later than thirty (30) business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver to the Administrator the total Pay Periods worked, if any, by each Aggrieved Employee during the PAGA Period. Defendants may deliver this information to the Administrator by appending a column to the Class Data.
- 4.4. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator within fifteen (15) business days of the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund 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 or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all 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 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 and Aggrieved Employee Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the void date.
- 5.4. For any Class Member or Aggrieved Employee 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 African American Community Services Agency, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all class 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, Plaintiff's PAGA Notices 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 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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. Defendants' Responsibilities. Prior to the filing for preliminary approval, Defendants will prepare and deliver to Class Counsel a signed Declaration under the penalty of perjury disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In the Declaration, Defendants 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, other than the *Suzara* Action. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.
- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. 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, other than the *Suzara* Action.
- 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 to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class

Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.1 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 6.2 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 Participating Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks 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 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination

as to the challenges. To the extent an accepted challenge to the number Workweeks results in a corrected number of Workweeks, such a correction shall also be applied to the PAGA Pay Period count, as applicable.

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names 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 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. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. To the extent an accepted challenge to the number Workweeks results in a corrected number of Workweeks, such a correction shall also be applied to the PAGA Pay Period count, as applicable.
- (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 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which 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 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in section 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in section 7.1 above. Defendants estimate that approximately 196,449 workweeks were worked during the Class Period. Should the total workweeks worked by Class Members increase beyond 10% during the Class Period, then, at the election of Defendants, either: (a) Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks above 10% (e.g., once the number of workweeks increases by 11%, to 218,058 workweeks, the Gross Settlement Amount increases by 1%); or (b) the Class and PAGA Periods shall end on the last day of the last workweek whereby the total workweeks reach 10% or 216,094 during the Class Period (“Alternative End Date”).
- 10. DEFENDANTS’ 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, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, 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 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have

merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve 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 Defendants' defenses. The Settlement, this Agreement and the 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, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants 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, with any 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 Defendants, 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 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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 Defendants in connection with the mediation, other settlement negotiations,

or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, 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 Plaintiff and the Class:

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

To Defendant:

Stacey E. James, Bar No. 185651
sjames@littler.com
Jocelyn D. Hannah, Bar No. 224666
jhannah@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101
Tel.: (619) 232-0441
Fax: (619) 232-4302

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

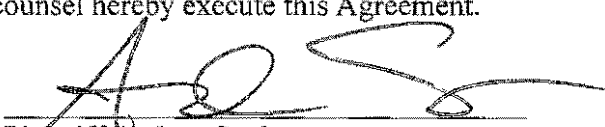
13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from October 1, 2025 until the entry of the Final Approval order, or if not entered, the date this Agreement shall no longer be of any force or effect.

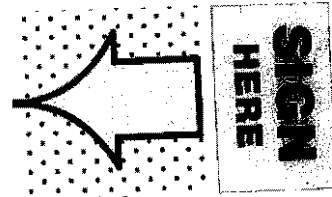
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____


Plaintiff Andrea Cooks



Dated: _____

[name]
For Defendant On Lok Community Housing, Inc.

Dated: _____

[name]
For Defendant On Lok Day Services

Dated: _____

[name]
For Defendant On Lok House, Inc.

Dated: _____

[name]
For Defendant On Lok Senior Health Services

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from October 1, 2025 until the entry of the Final Approval order, 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: _____

Plaintiff Andrea Cooks

Dated: 02/12/2026



Grace Li [name]
For Defendant On Lok Community Housing, Inc.

Dated: 02/12/2026



Grace Li [name]
For Defendant On Lok Day Services

Dated: 02/12/2026



Grace Li [name]
For Defendant On Lok House, Inc.

Dated: 02/12/2026



Grace Li [name]
For Defendant On Lok Senior Health Services

Dated: 02/12/2026



Grace Li

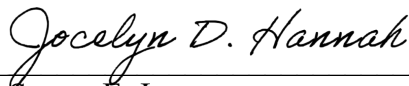
[name]

For Defendant On Lok, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 03/04/2026

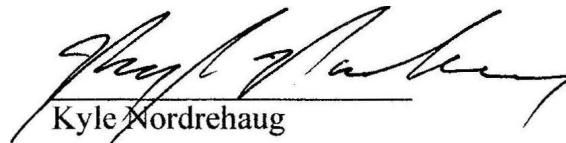


Stacey E. James
Jocelyn D. Hannah
Littler Mendelson, P.C.
Attorney for Defendants

Dated: _____

[name]
For Defendant On Lok, Inc.

Dated: 2/3/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Stacey E. James
Jocelyn D. Hannah
Littler Mendelson, P.C.
Attorney for Defendants

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**

***Cooks v. On Lok Community Housing, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-24-620841***

***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 Defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Andrea Cooks (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period which is December 20, 2020 to December 31, 2025 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants in the State of California during the PAGA Period which is September 27, 2023 to December 31, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants 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 Defendants’ 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 Defendants’ 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 Defendants’ 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 during the Class 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 Defendants to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class 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 Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. 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.

Defendants 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 Defendants 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 _____ [a.m./p.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 Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period workweeks you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with this number, 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 Defendants 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 are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period.

The “Class Period” is December 20, 2020 to December 31, 2025.

2. What is this class action lawsuit about?

On December 20, 2024, Plaintiff filed a class action complaint against Defendants 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 [REDACTED], Plaintiff filed a First Amended Class and Representative Action Complaint in the Action. The First Amended Class and Representative Action Complaint added all of the factual allegations and theories of ability and alleged a claim for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”). The First Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and disputes all the claims in the Action. Specifically, Defendants contend 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 Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could have been sought in the Operative Complaint; 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 Defendants, 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 Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Two Million Nine Hundred Thousand Dollars (\$2,900,000)** (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 Defendants. Defendants shall fully fund the Gross Settlement Amount fifteen (15) business days of the Effective Date. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fully fund 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 \$20,000, 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 \$966,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$33,000. 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 \$60,000 relating to Plaintiff's claim under PAGA, \$39,000 of which will be paid to the State of California's Labor and Workforce Development Agency (LWDA"). The remaining \$21,000 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 (\$21,000) 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 Defendants for at least one day during the PAGA Period (September 27, 2023 to December 31, 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 **\$1,805,334**. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' 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 Defendants' 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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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 Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed African American Community Services Agency as the Cy Pres Recipient and they represent that they have no interest or relationship, financial or otherwise, with this 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 Defendants, 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 the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including claims for (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay premium wages at the correct rate of pay (including meal period premiums, rest break premiums, sick pay, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof, (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements; (ix) failing to reimburse for necessary business-related expenses; and (x) unfair business practices, and expressly excluding all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of 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 Defendants 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 Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a nonexempt position in California, include the following PAGA claims that are based on the facts of the Operative Complaint and the PAGA Notices that occurred during the PAGA Period: claims for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198 et seq., 2100, 2800, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), 1 1070(14), and applicable Wage Orders, and expressly excluding all other claims including 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: On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. as named by Plaintiff in the operative complaints, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

5. How much will my payment be?

Defendants' records reflect that you worked << ____ >> Workweeks during the Class Period (December 20, 2020 to December 31, 2025).

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

[Defendants' records reflect that you worked << ____ >> PAGA Pay Periods during the during the PAGA Period (September 27, 2023 to December 31, 2025). Based on this information your estimated Individual PAGA Payment is << ____ >>.]

If you wish to challenge the Workweek 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 _____ 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 two months 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 Defendants 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 *Cooks v. On Lok Community Housing, Inc.* 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 *Cooks v. On Lok Community Housing, Inc.*, Case No. CGC-24-620841. 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 Defendants 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 *Cooks v. On Lok Community Housing, Inc.* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-24-620841.

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, *Cooks v. On Lok Community Housing, Inc.*, Case No. CGC-24-620841, and include your name, current address, email or telephone number, and approximate dates of employment with Defendants 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

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COUNSEL FOR DEFENDANT:

Stacey E. James
Jocelyn D. Hannah
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (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 Hon. 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 *Cooks v. On Lok Community Housing, Inc.* In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-24-620841.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Cooks v. On Lok Community Housing, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees, costs and service awards, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cooks v. On Lok Community Housing, Inc.*, 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 Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-24-620841. 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, KYO-YA OHANA LLC OR MARIOTT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the Cy Pres Recipient, proposed to be _____.
- **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

ANDREA COOKS, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ON LOK COMMUNITY HOUSING, INC., a
California Corporation; ON LOK DAY
SERVICES, a California Corporation; ON
LOK HOUSE, INC., a California Corporation;
ON LOK SENIOR HEALTH SERVICES, a
California Corporation; ON LOK, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CGC-24-620841**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: December 20, 2024
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 Andrea Cooks (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On
5 Lok Senior Health Services, and On Lok, Inc. (“Defendants”). The Court, having considered the
6 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
7 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Two Million Nine Hundred Thousand Dollars
18 (\$2,900,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
27
28

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

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$33,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period." The Class Period is December 20, 2020 to December 31, 2025.

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

7. The Court provisionally appoints Plaintiff as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

1 for the Class.

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

16 9. The Court hereby appoints Apex Class Action LLC as Administrator for the
17 Settlement. No later than thirty (30) business days after issuance of this Order, Defendants shall
18 provide an electronic spreadsheet with the Class Data to the Administrator. This information will
19 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
20 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendants’
21 express written authorization or by order of the Court. The Administrator will perform address
22 updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts
23 to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving
24 the Class Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class
25 Members via first-class U.S. Mail.

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

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

23 12. A Final Approval Hearing shall be held before this Court on _____
24 _____ at _____ in Department 301 at the Civic Center Courthouse of the San
25 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
26 including: whether the proposed settlement of the Action on the terms and conditions provided for
27 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;

1 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
2 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
3 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
4 expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and
5 service award shall be filed with the Court and served on all counsel no later than sixteen (16)
6 court days before the hearing and shall be heard at the Final Approval Hearing.

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

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

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

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

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. CHRISTINE VAN AKEN
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ANDREA COOKS, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ON LOK COMMUNITY HOUSING, INC., a
California Corporation; ON LOK DAY
SERVICES, a California Corporation; ON
LOK HOUSE, INC., a California Corporation;
ON LOK SENIOR HEALTH SERVICES, a
California Corporation; ON LOK, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-24-620841

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

Hearing Date:

Hearing Time:

Judge: Hon. Christine Van Aken

Dept: 301

Action Filed: December 20, 2024

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiff Andrea Cooks (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. (“Defendants”) 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], 2026, 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 are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period. The “Class Period” is December 20, 2020 to December 31, 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 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, as defined in the definitions section of the Agreement and
15 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
16 that the Class is finally approved and certified as a class for purposes of the Settlement.

17 7. The Court further finds and determines that the Gross Settlement Amount of Two
18 Million Nine Hundred Thousand Dollars (\$2,900,000) and the terms of the Agreement are fair,
19 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
20 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
21 as all non-exempt employees who worked for Defendants in the State of California during the
22 PAGA Period (September 27, 2023 to December 31, 2025) will be subject to the release of the
23 Released PAGA Claims as set forth in the Agreement, and will be sent an Individual PAGA
24 Payment, regardless of whether they opt-out of the Class portion of the Settlement. The Settlement
25 is ordered finally approved, and all terms and provisions of the Settlement should be and hereby
26 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(s)(2), (s)(4), the LWDA has been given notice of the Settlement. Pursuant to
5 PAGA, on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,
6 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
7 finds and determines that the notice of the Settlement complied with the statutory requirements of
8 PAGA.

9 10. The Court finds and determines that the resolution of the Released PAGA Claims
10 and the PAGA Penalties of Sixty Thousand Dollars (\$60,000), which includes payment to the
11 LWDA of \$39,000 as its share of the settlement of civil penalties and the allocation of \$21,000 for
12 the Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and appropriate.
13 The Court hereby grants approval of the resolution of the PAGA claims and orders that the PAGA
14 Penalties be paid out of the Gross Settlement Amount and distributed in accordance with the
15 Agreement.

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

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

26 13. Pursuant to the authorities and argument presented to the Court, the Court approves
27 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and
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Exhibit C-1

1 expenses in the amount of \$ [REDACTED]. Said amounts shall be paid from the Gross
2 Settlement Amount.

3 14. The parties are hereby ordered to comply with the terms of the Settlement.
4 Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to
5 fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within
6 fifteen (15) business days of the Effective Date.

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

11 **IT IS SO ORDERED.**

12 Dated: _____

13 _____
14 The Honorable Christine Van Aken
15 Judge of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

ANDREA COOKS, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ANDREA COOKS, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Defendants.

Case No. **CGC-24-620841**

[PROPOSED] FINAL JUDGMENT

Hearing Date:

Hearing Time:

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: December 20, 2024
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 Andrea Cooks (“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 Defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. (“Defendants”) fully fund the Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff release and discharge the Released Parties (as defined in the Agreement) from the Plaintiff’s Release as fully set forth in paragraph 6.1 of the Agreement.

3. The Court finds that in consideration for their Individual Class Payments, effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund 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 the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including claims for (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay premium wages at the correct rate of pay (including meal period premiums, rest break premiums, sick pay, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof, (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to

Exhibit C-2

1 maintain complete, accurate records (including payroll records and records of work periods, meal
2 periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide
3 complete, accurate wage statements; (ix) failing to reimburse for necessary business-related
4 expenses; and (x) unfair business practices, and expressly excluding all other claims including
5 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
6 Act, unemployment insurance, disability, social security, workers' compensation, and California
7 class claims outside of the Class Period.

8 4. The Court finds that in consideration for the approved PAGA Penalties payment,
9 effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved
11 Employees and the LWDA are deemed to release, on behalf of themselves and their respective
12 former and present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"
14 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
15 on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the
16 PAGA Period during employment in a nonexempt position in California, include the following
17 PAGA claims that are based on the facts of the Operative Complaint and the PAGA Notices that
18 occurred during the PAGA Period: claims for alleged violations of Labor Code sections 201, 202,
19 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198
20 et seq., 2100, 2800, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision
21 5(A)-(B), 1 1070(14), and applicable Wage Orders, and expressly excluding all other claims
22 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
23 Housing Act, unemployment insurance, disability, social security, workers' compensation, and
24 PAGA claims outside of the PAGA Period.

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

Exhibit C-2

1 6. The Court enters final judgment in the Action in accordance with the Agreement
2 and the Order Granting Motion for Final Approval of Class Action Settlement. Without affecting
3 the finality of this judgment in any way, pursuant to California Code of Civil Procedure section
4 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

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

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

12 Dated: _____

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 Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

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

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Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Canada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

September 27, 2024

CA3550

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

On Lok Community Housing, Inc.
Certified Mail #9589071052701737668324
Grace Li Harper
1333 Bush Street
San Francisco, California 94109

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 On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. in California, including any employees staffed with On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. by a third party, and classified as non-exempt employees during the time period of September 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Andrea Cooks (“Plaintiff”) and other Aggrieved Employees in a lawsuit against On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from June 10, 2024 to July 28, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

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September 27, 2024

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VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

On Lok, Inc.
Certified Mail #9589071052701737668317
Grace Li Harper
1333 Bush Street
San Francisco, California 94109

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 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. in California, including any employees staffed with On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. by a third party, and classified as non-exempt employees during the time period of September 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Andrea Cooks (“Plaintiff”) and other Aggrieved Employees in a lawsuit against On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from June 10, 2024 to July 28, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when 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.

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WRITERS EXT:

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September 27, 2024

CA3550

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

On Lok Senior Health Services
Certified Mail #9589071052701737668300
Grace Li Harper
1333 Bush Street
San Francisco, California 94109

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 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. in California, including any employees staffed with On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. by a third party, and classified as non-exempt employees during the time period of September 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Andrea Cooks (“Plaintiff”) and other Aggrieved Employees in a lawsuit against On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from June 10, 2024 to July 28, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

September 27, 2024

CA3550

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

On Lok House, Inc.
Certified Mail #9589071052701737668294
Grace Li Harper
1333 Bush Street
San Francisco, California 94109

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 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

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“Aggrieved Employees” refers to all individuals who are or previously were employed by On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. in California, including any employees staffed with On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. by a third party, and classified as non-exempt employees during the time period of September 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Andrea Cooks (“Plaintiff”) and other Aggrieved Employees in a lawsuit against On Lok Community Housing, Inc. and/or On Lok Day Services and/or On Lok House, Inc. and/or On Lok Senior Health Services and/or On Lok, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from June 10, 2024 to July 28, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when 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.

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Respectfully,

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