

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Christine T. LeVu (State Bar #288271)
Justin G. Hewgill (State Bar #259528)
Adolfo Sanchez Contreras (State Bar #354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

Attorneys for Plaintiff

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

YESENIA LOMELI, an individual, on
behalf of herself and on behalf of all
persons similarly situated, and on behalf of
the State of California, as a private
attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CU002537C

**DECLARATION OF KYLE R. NORDREHAUG
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: September 24, 2026
Hearing Time: 9:00 a.m.
*[Hearing scheduled by Orders dated February 27,
2026 and June 26, 2026]*

Judge: Hon. Euketa Oliver
Dept.: 75

Date Action Filed: July 24, 2024
Trial Date: Not set

1 I, KYLE R. NORDREHAUG, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Yesenia Lomeli ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

26
27 3. Summary of the Proposed Settlement.

28 (a) As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant
Star Intervention, Inc. ("Defendant") is Seven Hundred Thousand Dollars (\$700,000). (Agreement at ¶

1 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
2 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
3 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the
4 Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment, which is to
5 be allocated 25% to the Aggrieved Employees and 75% to the LWDA. (Agreement at ¶ 1.22.)

6 (b) The Gross Settlement Amount does not include Defendant's share of employer-side payroll
7 taxes which will be paid separately and not out of the Gross Settlement Amount. (Agreement at ¶ 3.1.)
8 The Gross Settlement Amount shall not revert to Defendant. (Agreement at ¶ 3.1.)

9 (c) Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to
10 fully pay Defendant's share of the payroll taxes in monthly installments of \$28,000 per month beginning
11 within 30 days of preliminary settlement approval by the Court, or March 1, 2026, whichever is later.
12 (Agreement at ¶ 4.3.) Within 14 days after Defendant funds 50% of the Gross Settlement Amount, the
13 Administrator will mail pro-rata checks for Individual Class Payments, Individual PAGA Payments, the
14 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
15 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Within 14
16 days after Defendant fully funds the remaining 50% of the Gross Settlement Amount, the Administrator
17 will mail pro-rata checks for the remaining 50% of the Individual Class Payments, Individual PAGA
18 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
19 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
20 (Agreement at ¶ 5.1.)

21 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
22 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
23 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
24 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class
25 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
26 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
27 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
28 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendant's records, however, Class

1 Members will have the right to challenge the number of Workweeks.

2 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
3 the Court by mailing the notice packets after updating class members' addresses using the National
4 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
5 to any forwarding address provided or updated address located. See Declaration of Madely Nava, to be
6 filed after the September 7, 2026 Response Deadline. Class Members were provided with the opportunity
7 to exclude themselves or "opt out" if they did not want to participate in the settlement. *Id.* Significantly,
8 there have been no objections and no requests to opt-out. Currently, nearly the entire Class (99.76%)
9 will participate in the Settlement and will be sent a settlement check. All Aggrieved Employees will be
10 paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA
11 Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class
12 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
13 Workweeks and PAGA Pay Periods. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks sent to the San Diego Regional Center, subject to
17 Court approval, which is a nonprofit organization or foundation consistent with Code of Civil Procedure
18 Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they
19 have no interest or relationship, financial or otherwise, with this intended Cy Pres Recipient. (Agreement
20 at ¶ 5.4.)

21 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
22 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
23 exceed \$14,000. (Agreement at ¶ 3.2(c).) The total Administration Expenses Payment, including fees
24 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
25 administration is \$12,290 as set forth in the Nava Declaration to be filed after the Response Deadline.

26 (h) Subject to Court approval, Class Counsel seeks to be awarded a sum equal to one-third (1/3)
27 of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class
28 Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses
Payment in an amount not to exceed \$22,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the

1 Agreement provides for a payment of no more than \$15,000 to the Plaintiff as her Class Representative
2 Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate requests for attorneys' fees,
3 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these
4 requests, including lodestar.

5 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
6 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
7 2698, et seq. ("PAGA"). The PAGA Penalties are \$15,000, to be allocated 75% (\$11,250) to the LWDA
8 PAGA Payment and 25% (\$3,750) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).) The
9 Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved Employees'
10 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all
11 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
12 Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
13 service, the LWDA has been served with this motion and the Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
15 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
16 is "fair, adequate and reasonable" (Preliminary Approval Order at ¶3.) In sum, the Settlement valued at
17 \$700,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
18 liability and class certification in this case were far from certain in light of the defenses asserted by
19 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
20 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
21 reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated February 27, 2026 ("Preliminary Approval Order"), the approved Class Notice has been
25 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
26 On July 9, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which
27 provided each class member with the terms of the Settlement, including notice of the claims at issue and
28 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Declaration of Madely Nava at ¶ 7, to be filed after the September 7, 2026
2 Response Deadline. In disseminating the notice, the Administrator followed the notice procedures
3 authorized by the Court in its Preliminary Approval Order. To date, there have been no objections and
4 only one (1) request to opt-out. Declaration of Madely Nava at ¶¶ 10-12 As such, nearly the entire
5 Class (99.76%) will participate in the Settlement and will be sent a settlement check. After the Response
6 Deadline of September 7, 2026 has passed, the final details will be documents in the Declaration of
7 Madely Nava to be filed in advance of the hearing.

8
9 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
10 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
11 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
12 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
13 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
14 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief
15 allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

16
17 6. Procedural History of the Litigation

18 (a) On April 22, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under
19 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
20 behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 218,
21 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code
22 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
23 Section 11070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare
24 Commission Wage Order(s).

25 (b) On February 9, 2024, Plaintiff commenced this Action by filing a Complaint against
26 Defendant in the Superior Court of the State of California, County of San Diego ("Class Action"). This
27 Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation
28 of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of

1 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of
2 Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
3 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
4 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California
5 Labor Code § 2802; and, (8) failure to pay sick pay wages in violation of California Labor Code §§
6 201-204, 233, and 246.

7 (c) On February 3, 2025, Plaintiff filed a First Amended Complaint in the Action, adding a
8 claim for civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
9 ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative
10 Complaint").

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
12 including informal discovery and the production of documents, class data, and other information,
13 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
14 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a sampling
15 of payroll data and time punch data for the Class covering 40 employees, 3,904 shifts and 972 workweeks
16 covering the date range of 8/10/2020 - 8/6/2025; (3) Defendant's wage and hour policies; (4) the
17 employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such,
18 Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert
19 to prepare the valuations of the claims for the Class.

20 (e) Class Counsel has extensive experience in litigating wage and hour class and representative
21 actions in California. The Parties have vigorously litigated the Action since inception. During the course
22 of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
23 Defendant have engaged in significant research and investigation in connection with the Actions. Class
24 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Actions and
25 utilized an expert to perform an analysis of the data and valuation of the claims.

26 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
27 to mediation, the Parties engaged in the above investigation and the exchange of documents and
28 information in connection with the Action. On September 29, 2025, the Parties participated in an all-day

1 mediation presided over by Setevn J. Rottman, a respected and experienced mediator of wage and hour
2 class actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's
3 proposal which was memorialized in the form of a Memorandum of Understanding. The Parties then
4 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations
5 were arm's length and contentious.

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

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

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
2 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
3 potential appellate issues.

4
5 7. History of Settlement Discussions

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

12 (b) The Parties attended an arms-length mediation session with Steven J. Rottman, a respected
13 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
14 for the mediation, Defendant provided Plaintiff and Class Counsel with payroll and employment data and
15 other information regarding the Class Members, various internal documents, and other compensation and
16 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
17 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
18 mediation session, the Parties agreed to this Settlement based upon a mediator's proposal. .

19 (c) From October 2025 to January 2026, the settlement agreement and exhibits thereto were
20 finalized and executed. On February 27, 2026, the Court granted the Motion for Preliminary Approval,
21 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

24
25 8. The outcome of this case would have been uncertain and fraught with risks.

26 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of
27 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with
28 all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that

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

18 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be
19 unable to certify a class and maintain that certification through trial, and thereby not recover on behalf
20 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
21 propriety of class certification, arguing that individual issues precluded class certification. Further, as
22 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
23 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
24 been certified. While other cases have approved class certification in wage and hour claims, class
25 certification in this action was hotly disputed and the maintenance of a certified class through trial was
26 by no means a foregone conclusion.

27 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
28 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of

1 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
2 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
3 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
4 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
5 and length of a trial against Defendant through possible appeals which could take at least another two or
6 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
7 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
8 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
9 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
10 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
11 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
12 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

13 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
14 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
15 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
16 to the value of the claims. Based upon 413 Participating Class Members who worked an estimated 22,881
17 work weeks, the Gross Settlement Amount provides an average value of \$1,694 per Class Member and
18 \$30 per Workweek and after deductions the Net Settlement Amount provides an average recovery of
19 \$974.27 per Class Member and a recovery \$17.58 per Workweek. The calculations to compensate for
20 the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
21 Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used this
22 expert to analyze the data and determine the potential unpaid wages for the employees. The maximum
23 potential damages were calculated to be \$120,349 for alleged unpaid reporting time pay, \$499,499 for
24 the alleged unpaid wages for off-the-clock work at 1 hour per week, \$53,345 for the alleged underpaid
25 sick pay due to the miscalculation of the regular rate, \$21,523 for alleged missed meal period damages
26 based upon the maximum 2.3% violation rate observed in the records and after deduction of premiums
27 already paid by Defendant, \$489,945 for alleged rest period damages based the 38.2% violation rate
28 observed in the records, \$27,445 for alleged unreimbursed cell-phone expenses at \$5 per month. As a

1 result, the total damage valuation was calculated such that Defendant was subject to a maximum damage
2 claim in the amount of \$1,212,106. As to potential penalties, Plaintiffs calculated that potential waiting
3 time penalties were a maximum of \$1,035,076, and potential maximum wage statement penalties were
4 \$382,150.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently,
5 the Gross Settlement Amount of \$700,000 represents more than 57% of the maximum value of the
6 alleged damages at issue in this case at the time this Settlement was negotiated.² Importantly, the recent
7 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
8 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
9 penalties, even if wages were owed to the Class. The above maximum calculations should then be
10 realistically risk-adjusted in consideration for both the risk of class certification and class-wide liability
11 on all claims. Given the amount of the settlement as compared to the potential value of claims in this
12 case and the defenses asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the goal of
13 this litigation has been met.

14 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
15 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial

17 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
18 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
19 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
20 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
21 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.").

22 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
23 Plaintiffs has not included the PAGA claim in her discussion of the value of the class claims. The
24 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

25 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
(N.D. Cal. 2015) (granting final approval where the settlement "represents approximately 10% of what
28 class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL
5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full
value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour
class action settlement worth "somewhere between 9% and 18%" of maximum valuation).

1 defenses both to liability and to class certification. The maximum and average Class Member allocation
2 will be set forth in the forthcoming Declaration of Madely Nava (Administrator). Given the complexities
3 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
4 reasonable and adequate, and should be finally approved.

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

11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

12 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be 13 Enforced

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
15 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Fifty Thousand
16 Dollars (\$700,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
17 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
18 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
19 of the Class Counsel Fees Payment in an amount equal to one-third (1/3) of the Gross Settlement
20 Amount.

21 (b) In the class action context, that means "attempting to award the fee that informed private
22 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
23 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
24 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
25 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
26 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
27 value of the award requested.

28 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be

1 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
2 counsel for each of the parties as part of the Settlement.

3
4 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
5 Created for the Benefit of the Class

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
7 (1/3) of the Gross Settlement Amount of \$700,000, which equals \$233,333 for attorneys' fees. As part
8 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
9 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$22,000. Finally,
10 Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
11 amount of no more than \$15,000 for her service award under the Agreement.

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

17 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
18 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
19 with his fee. The attorney working on a contingent basis can only log hours while working without pay
20 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
21 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
22 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
23 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
24 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over
25 two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of
26 other similar cases where the court dismissed the class allegations or denied class certification. Under
27 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

28 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

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

9 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
10 Plaintiff could potentially prevail on the contested issues regarding liability, maintain class certification,
11 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
12 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
13 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
14 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
15 to invest substantial time and resources in investigation, litigation, the determination of potential damages
16 and communicating with and responding to opposing counsel's and class members' requests and
17 inquiries.

18 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
19 compensable hourly work on other cases to devote the necessary time and resources to this contingent
20 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
21 fee work in this case which could potentially have paid nothing.

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28 Counsel advanced more than \$30,000 in costs which could not have been recovered if this case had been
lost, and some of which is not being recovered because of the cap on costs. The Plaintiff also undertook

1 the risk of liability for Defendant's costs had this case not succeeded, as well as other potential negative
2 financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the contingent
3 nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the requested
4 awards.

5 (i) In this case, the reasonableness of the requested attorneys' fee of one-third (1/3) equal to
6 \$233,333 is also established by reference to Class Counsel's lodestar in this matter. **The**
7 **contemporaneous billing records for Class Counsel evidence that through August 28, 2026, Class**
8 **Counsel's total lodestar is \$151,650.00, with significant additional fees still to be incurred to**
9 **complete final approval and the settlement process.** The requested fee award is therefore currently
10 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.6, and there will
11 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
12 settlement distribution and reports. Such a lodestar cross-check is below the multipliers approved in other
13 cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As a result,
14 this Court may conclude that the requested award is fair and reasonable and is justified under California
15 law.

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

23
24 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
25 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
26 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
27 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
28 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

1 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
2 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
3 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
4 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
5 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
6 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
7 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
8 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
9 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
10 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
11 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
12 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
13 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
14 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
16 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
17 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
18 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
19 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
20 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
21 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
22 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
23 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
24 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
25 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
26 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
27 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
28 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action

1 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
2 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
3 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
4 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
5 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
6 Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage
7 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
8 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
9 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
10 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
11 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
12 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
13 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
14 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
15 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo
16 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
17 a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra
18 Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee
19 award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
20 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
21 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
22 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
23 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
24 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
25 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
26 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
27 in a wage and hour class settlement. A fee award equal to one-third (1/3) of the common fund is,
28 therefore, reasonable in light of the higher one-third fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through**

1 **August 28, 2026, Class Counsel's total lodestar is \$151,650.00**, with significant additional fees still to
2 be incurred to complete final approval and the settlement process. From January 21, 2024 to August 28,
3 2026, my firm worked on this matter for over 234 hours, with hourly rates for attorneys ranging from
4 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$151,650.00. The
5 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
6 multiplier cross-check of less than 1.6, and there will be additional lodestar incurred by Class Counsel
7 to complete the settlement process and manage the settlement distribution and reports. A detailed
8 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
9 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
10 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
11 approval, and monitoring completion of the settlement process. I expect this additional work will result
12 in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing
13 rates of attorneys in the local legal community for similar work and, if this were a commercial matter,
14 these are the charges that would be made and presented to the client. My firm's hourly rates are based
15 upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and
16 correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been
17 approved by Court's throughout California, including the Courts in the Superior Court of California. In
18 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
19 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central
20 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed
21 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as
22 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
23 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
24 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
25 when compared within 21 other firms practicing in the Southern District of California.) This survey is
26 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
27 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
28 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,

1 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
2 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
3 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
4 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
5 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
6 supported by the currently lodestar incurred, and will be a lower multiplier by the completion of the
7 settlement. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

8 9 Litigation Expenses

10 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
11 Counsel Litigation Expenses Payment of not more than \$22,000.” Class Counsel requests reimbursement
12 for incurred litigation expenses and costs in the amount of \$22,000. Class Counsel have incurred
13 litigation expenses totalling \$30,874.85 based upon counsel's billing records; therefore, this requested
14 amount is less than the allocation in the Agreement. These litigation expenses include the expenses
15 incurred for filing fees, Federal Express charges, mediation expenses, expert expenses (Berger
16 Consulting), and attorney service charges (OneLegal and Knox), all of which are costs normally billed
17 to and paid by the client. The details of the litigation expenses incurred by my firm in this matter are set
18 forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

19 20 Service Awards

21 14. For her service as the class representative, Plaintiff should be awarded the agreed service
22 award of \$15,000 in accordance with the Agreement for her time, risk and effort expended on behalf of
23 the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and
24 there have been no objections to the requested service award. The Plaintiff’s Declarations in support of
25 these requests are attached hereto as Exhibit #5. As the representative of the Class, Plaintiff performed
26 her duties to the Class admirably and without exception. Plaintiff worked extensively with Class Counsel
27 during the course of the litigation, responding to numerous requests, searching for documents, working
28 with counsel, and reviewing the settlement documentation. As set forth in the Agreement, the Plaintiff

1 is also providing a comprehensive release as part of the Settlement, far beyond the class release. The
2 declarations of Plaintiff detail the involvement, stress and risks she undertook as a result of this Action.
3 The Plaintiff also assumed the serious risk that she might possibly be liable for costs and fees to
4 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
5 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
6 cooperation and information, no other employees would be receiving any benefit. The payment of service
7 awards to successful class representatives is appropriate and the amount of \$15,000 is well within the
8 currently awarded range for similar settlements. The requested awards are also reasonable by reference
9 to the amounts that other California courts have found to be reasonable in wage and hour class action
10 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
11 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
12 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
13 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
14 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
15 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
16 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
17 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
18 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
19 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
20 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
21 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
22 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
23 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
24 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
25 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
26 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
27 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
28 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles

1 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
2 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
3 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
4 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
5 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
6 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
7 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
8 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
9 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
10 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
11 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
12 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
13 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
14 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
15 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
16 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
17 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
18 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
19 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
20 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
21 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
22 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
23 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
24 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
25 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
26 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
27 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
28 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County

1 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
2 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
3 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
4 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
5 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
6 (awarding \$10,000 service award).

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

24 16. As a result, Class Counsel respectfully requests approval of the application for award of
25

26 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

27 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

28 ⁷ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

1 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
2 expenses in the amount of \$22,000, and approval of the requested service award to the Plaintiff.

3 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
4 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik
5 De Blouw LLP.

6

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 28th day of August, 2026, at San Diego, California.

9

/s/ Kyle R. Nordrehaug
KYLE R. NORDREHAUG

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameritrust, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

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

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

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

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

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Yesenia Lomeli (“Plaintiff”) and defendant Stars Intervention, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit with the Operative Complaint, captioned *Yesenia Lomeli v. Stars Intervention, Inc.*, filed in the Superior Court of the State of California, County of San Diego, Case No. 24CU002537C, alleging the following causes of action: (1) Violated California Business and Professions Code § 17200 et seq.; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246; (9) Failed to provide reasonable accommodation in violation of California Government Code § 12940(m); and (10) Violation of the Private Attorneys General Action [Labor Code §§ 2698, et seq.] .
- 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 current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees who worked for Defendant 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 Wilkinson, 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 Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, employment periods (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)), and email address (if known and available to Defendant) .
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish 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 July 24, 2020, through November 29, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the

Plaintiff as Class Representative in order to compensate for initiating the Action, for performing work in support of the Action, and for undertaking the risk of liability for Defendant's expenses.

- 1.16. "Court" means the Superior Court of California, County of San Diego.
- 1.17. "Defendant" means Stars Intervention, Inc.
- 1.18. "Defense Counsel" means Stephen Robertson and Michelle Patroni Green of Martenson, Hasbrouck & Simon LLP.
- 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 (c) 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 Seven Hundred Thousand Dollars (\$700,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%

of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from April 22, 2023, through September 29, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s April 22, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) 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 Yesenia Lomeli, 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 any and all claims and relief asserted or that could have been asserted based on the facts of the Operative Complaint filed in the Action, including claims for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; failure to provide accurate and/or complete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); and failure to provide required written notices to employees. This release includes all claims and relief under California Labor Code sections 201-204, 210, 218, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010 et seq., California Business and Professions Code section 17200, as well as any tort, contract, and/or common law claims based on the facts of the Operative Complaint. The Released Class Claims do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” mean any and all PAGA claims that occurred during the PAGA Period asserted or that could have been asserted based on the facts of the Operative Complaint and the PAGA Notices filed in the Action, including PAGA claims for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including failure to pay minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; inaccurate and/or incomplete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); failure to provide required written

notices to employees; and PAGA penalties based on the same facts in the Operative Complaint and PAGA Notices under California Labor Code sections 201-204, 210, 218, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2800, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010.

- 1.40. “Released Parties” means: Defendant, and its and their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, assigns, former, current, or future parents and affiliated entities.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are 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 Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On July 24, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. 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) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246; and
- (i) Failed to provide reasonable accommodation in violation of California Government Code § 12940(m).

2.2. On February 3, 2025, Plaintiff filed a First Amended Complaint (“FAC”) in the Action, adding a claim for civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”). The FAC is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. On September 29, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, a respected mediator of wage and hour representative and class actions. The Parties did not settle the matter at mediation. Subsequently to the mediation, the Parties were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

2.6. 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.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$700,000 and no more as the Gross Settlement Amount. This

amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 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 \$233,333, and a Class Counsel Litigation Expenses Payment of not more than \$22,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$14,000, 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 \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) 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 Defendant 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, Defendant has represented that the Class consists of 405 Class Members, who collectively worked a total of 21,000 Workweeks, and 205 Aggrieved Employees, who worked a total of 4,603 PAGA Pay Periods.
- 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Within three (3) business days, the Administrator will email the Parties the total number of workweeks and if the provision in paragraph 9 is triggered (i.e. the total number of workweeks exceeds 23,100).
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in monthly installments of \$28,000 per month beginning within thirty (30) days of preliminary settlement approval by the Court, or March 1, 2026, whichever is later.
- 4.4. Acceleration Clause - In the event Defendant defaults on any of the payments set forth above in Paragraph 4.3, after being given notice by Class Counsel and an opportunity to cure within fourteen (14) days, Defendant agrees that all payments still due and owing on

the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes, less any payments received, shall be accelerated and due immediately.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds 50% of the Gross Settlement Amount, the Administrator will mail pro-rata checks for Individual Class Payments, 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. Within 14 days after Defendant fully funds the remaining 50% of the Gross Settlement Amount, the Administrator will mail pro-rata checks for the remaining 50% of the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all 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 Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to San Diego Regional Center (the “Cy Pres Recipient”). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff’s Release. Plaintiff and his 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: (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, 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 Individual Claims. Plaintiff represents that she has additional individual claims against Defendant outside of Plaintiff’s Release. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
- 6.3. Release of PAGA Claims. All Aggrieved Employees and 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. Defendant’s Responsibilities. Prior to the filing of final approval and if necessary and requested by the Court, Defendant will document its severe financial distress in a declaration under penalty of perjury.
- 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)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) 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 Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

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

8. SETTLEMENT ADMINISTRATION

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.1 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 Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is

entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

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

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

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which 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.** Defendant represents that there are approximately 21,000 workweeks in the Class Period as of the date of this proposal. In the event the released workweeks are more than 10% greater than this amount, Defendant may elect to either 1) purchase the additional workweeks at a pro rata rate, or 2) cut off both the Class and PAGA release periods as of the date the 10% cushion is exhausted.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 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(l), 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of

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

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual

agreement, statute, or rule of court. Not later than 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:

Stephen Robertson

srobertson@martensonlaw.com

Michelle Patroni Green

mpatroni@martensonlaw.com

Martenson, Hasbrouck & Simon LLP

5800 Armada Drive, Suite 101

Carlsbad, California 92008

Telephone: (916) 970-1430

Facsimile: (442) 244-0821

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 9, 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.

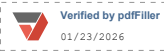
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current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

14. EXECUTION BY PARTIES AND COUNSEL

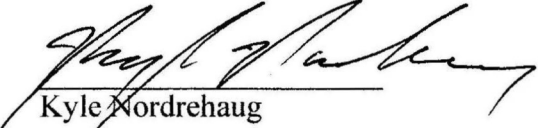
The Parties and their counsel hereby execute this Agreement.

Dated: 01/20/2026 

Yesenia Lomeli (Jan 20, 2026 13:16:00 PST)
Plaintiff Yesenia Lomeli

Dated: 1/23/2026  

For Defendant Carlos Gonzalez

Dated: 1/20/26 

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 01/23/2026 

Stephen Robertson
Michelle Patroni Green
Martenson, Hasbrouck & Simon LLP
Attorney for Defendant

EXHIBIT “A”

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

***Yesenia Lomeli v. Stars Intervention, Inc., Superior Court of the State of California,
County of San Diego, Case No. 24CU002537C***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Stars Intervention, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Yesenia Lomeli (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all current and former non-exempt employees who worked for Defendant in the State of California during the Class Period (July 24, 2020, through November 29, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Defendant in the State of California during the PAGA Period (April 22, 2023, through September 29, 2025) (“Aggrieved Employees”). While Defendant disputes Plaintiff’s claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed Settlement.

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. 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 payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____, 2026	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement for an Individual Class Payment and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also 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 _____, 2026	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 Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at 9:00 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department C-75 before Judge Euketa Oliver. 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 or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who were employed by Defendant as non-exempt employees in California at any time during the Class Period (July 24, 2020, through November 29, 2025).

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

2. What is this class action lawsuit about?

On July 24, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). The Class Action asserted class claims for 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 pay sick wages.

On February 3, 2025, Plaintiff filed a First Amended Complaint (“FAC”) in the Action, adding a claim for civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”). This First Amended Complaint in the PAGA Action is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties 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 of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Seven Hundred Thousand Dollars (\$700,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount in 25 monthly installments of \$28,000 per month. The monthly payments will start on _____, 2026. The Administrator will mail pro-rata checks for all settlement payments within fourteen (14) days of the 50% funding of the settlement by Defendant and then again within fourteen (14) days of the 100% funding of the settlement by Defendant.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$14,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$233,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$22,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final

Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$15,000 to the named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she 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 \$15,000 relating to Plaintiff's claim under PAGA, 75% (\$11,250) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$3,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is April 22, 2023, through September 29, 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 \$400,667. 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 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged

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

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks sent to a Court-approved non-profit charity (the Cy Pres Recipient). The Parties have proposed Casa de Amparo as the Cy Pres Recipient. The Parties 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. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from any and all claims and relief asserted or that could have been asserted based on the facts of the Operative Complaint filed in the Action, including claims for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; failure to provide accurate and/or complete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); and failure to provide required written notices to employees. This release includes all claims and relief under California Labor Code sections 201-204, 210, 218, 226, 226.7, 227.3, 246, 510, 512,

558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010 et seq., California Business and Professions Code section 17200, as well as any tort, contract, and/or common law claims based on the facts of the Operative Complaint. The Released Class Claims do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA will release the Released Parties from any and all PAGA claims that occurred during the PAGA Period asserted or that could have been asserted based on the facts of the Operative Complaint and the PAGA Notices filed in the Action, including PAGA claims for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including failure to pay minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce records, failure to timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; inaccurate and/or incomplete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); failure to provide required written notices to employees; and PAGA penalties based on the same facts in the Operative Complaint and PAGA Notices under California Labor Code sections 201-204, 210, 218 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2100, 2698, 2800, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010.

Released Parties. Released Parties are defined as: Defendant, and its and their former and present officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, assigns, former, current, or future parents and affiliated entities.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (July 24, 2020, through November 29, 2025).

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

[Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (April 22, 2023, through September 29, 2025). Based on this information your estimated Individual PAGA Payment is <<____>>.]

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

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, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, 2026, at 9:00 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed in two installments over two years as explained above. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps by more than a year. Please be patient.

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

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

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email 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 *Yesenia Lomeli v. Stars Intervention, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Yesenia Lomeli v. Stars Intervention, Inc.*, Case No. 24CU002537C. 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. 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 a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as 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 *Lomeli v. Stars Intervention* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002537C.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The Response Deadline for sending written objections to the Administrator 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 to _____. 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, *Yesenia Lomeli v. Stars Intervention, Inc.*, Case No. 24CU002537C, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Stephen Robertson
Michelle Patroni Green
Martenson, Hasbrouck & Simon LLP
5800 Armada Drive, Suite 101
Carlsbad, California 92008

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Department C-75 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Euketa Oliver. 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 of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as 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. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Lomeli v. Stars Intervention*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002537C.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Lomeli v. Stars Intervention* Administrator, c/o _____.

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

Notices” for *Lomeli v. Stars Intervention*, where these documents will be posted as they become available. You may also get more details by examining the Court’s file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002537C. If you wish to view the Court files in person, you must go to the Clerk’s Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

YESENIA LOMELI, an individual, on behalf
of herself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24CU002537C

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Euketa Oliver
Dept.: C-75

Complaint Filed: July 24, 2024
FAC Filed: February 3, 2025

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Euketa Oliver of the Superior Court of the
2 State of California, in and for the County San Diego, on _____[DATE], for the motion by
3 Plaintiff Yesenia Lomeli (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Star Intervention, Inc. (“Defendant”). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7
8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 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 Seven Hundred Thousand Dollars (\$700,000). It
18 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
19 and reasonable as to all potential Class Members when balanced against the probable outcome of
20 further litigation and the significant risks relating to certification, liability and damages issues. It
21 further appears that investigation and research have been conducted such that counsel for the
22 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
23 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
24 the delay and risks that would be presented by the further prosecution of the Action. It further
25 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
26 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,

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

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$22,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all current and former non-
12 exempt employees who worked for Defendant in the State of California during the Class Period."
13 The Class Period is July 24, 2020 through November 29, 2025.

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

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

27 8. The Court approves settlement of the PAGA claim pursuant to the terms of the
28

1 Agreement. The California Labor and Workforce Development Agency was served with a copy
2 of the Agreement in accordance with Labor Code section 2966 and has not indicated any
3 opposition to the settlement of the PAGA claim.

4 9. The Court hereby approves, as to form and content, the Court Approved Notice of
5 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
6 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
7 accurately inform the Class of all material elements of the proposed Settlement, of the Class
8 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
9 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
10 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
11 and this Order meets the requirements of due process, is the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
13 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
14 the Agreement.

15 10. The Court hereby appoints Apex Class Action LLP as the Administrator. No later
16 than fourteen (14) days after preliminary approval of the Settlement by the Court, Defendant shall
17 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
18 will perform address updates and verifications as necessary prior to the mailing of the Class
19 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
20 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
21 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
22 Class Member addresses using the National Change of Address database.

23 11. The Court hereby preliminarily approves the proposed procedure for exclusion
24 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
25 from the Class as provided in the Class Notice by following the instructions for requesting
26 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
27 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the

1 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
2 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
3 person who chooses to opt out of and be excluded from the Class will not be entitled to any
4 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
5 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
6 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
7 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
8 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
9 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
10 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

11 12. Any Class Member who has not opted out ("Participating Class Member") may
12 appear at the final approval hearing and may object or express their views regarding the
13 Settlement and may present evidence and file briefs or other papers that may be proper and
14 relevant to the issues to be heard and determined by the Court as provided in the Notice.
15 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
16 days from the date of the mailing of the Class Notices, to submit their written objections to the
17 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
18 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
19 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
20 oral objection.

21 13. A Final Approval Hearing shall be held before this Court on _____
22 _____, 9:00 a.m. in Department C-75 at the San Diego County Superior Court to
23 determine all necessary matters concerning the Settlement, including: whether the proposed
24 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
25 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
26 Order and Judgment should be entered herein; whether the plan of allocation contained in the
27 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
28

1 finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator.
2 All papers in support of the motion for final approval and for attorneys' fees, costs and service
3 awards, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all
4 counsel no later than sixteen (16) court days before the hearing.

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

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

1 16. 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 17. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,
6 subject to further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. EUKETA OLIVER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

YESENIA LOMELI, an individual, on behalf
of herself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

STARS INTERVENTION, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24CU002537C

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

Hearing Date:
Hearing Time:

Judge: Hon. Euketa Oliver
Dept.: C-75

Complaint Filed: July 24, 2024
FAC Filed: February 3, 2025

1 The motion of Plaintiff Yesenia Lomeli (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Stars Intervention,
3 Inc. (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of
4 the Administrator duly came on for hearing on _____ before the Honorable Euketa
5 Oliver.

6 **I.**

7 **FINDINGS**

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

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

23 **Preliminary Approval of the Settlement**

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

27 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Steven J. Rottman, a respected and experienced
27
28

1 mediator of wage and hour class actions. There has been no collusion between the parties in
2 reaching the proposed settlement.

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

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

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

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

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$233,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in
21 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
28

1 of the risks and burdens undertaken by the Plaintiff in the litigation and for her time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$15,000, which shall be allocated with 75% (\$11,250) allocated to the LWDA PAGA Payment
14 and 25% (\$3,750) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
19 Employees" are all current and former non-exempt employees who worked for Defendant in the
20 State of California during the PAGA Period (April 22, 2023, through September 29, 2025). All
21 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
22 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
23 Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
28

1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All current and former non-exempt employees who worked for Defendant in the
4 State of California during the Class Period (July 24, 2020 through November 29,
2025).

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

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator
11 in monthly installments of \$28,000 per month beginning _____, 2026 and continuing
12 until fully paid.. In the event Defendant defaults on any of the payments set forth above, after
13 being given notice by Class Counsel and an opportunity to cure within fourteen (14) days,
14 Defendant agrees that all payments still due and owing on the Gross Settlement Amount and the
15 amounts necessary to fully pay Defendant’s share of payroll taxes, less any payments received,
16 shall be accelerated and due immediately.

17 18. Within 14 days after Defendant funds 50% of the Gross Settlement Amount, the
18 Administrator will mail pro-rata checks for Individual Class Payments, Individual PAGA
19 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
20 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
21 Service Payment. Within 14 days after Defendant fully funds the remaining 50% of the Gross
22 Settlement Amount, the Administrator will mail pro-rata checks for the remaining 50% of the
23 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the
24 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, and the Class Representative Service Payment.

1 19. Class Counsel are awarded attorneys' fees in the amount of \$233,333 and costs in
2 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
3 reimbursement from Defendant, Plaintiff or members of the Class.

4 20. The payment of the Class Representative Service Payment in the amount of
5 \$ _____ to the Plaintiff is approved.

6 21. The payment of \$ _____ to the Administrator for its fees and expenses is
7 approved.

8 22. The Court confirms its approval of the PAGA Penalties in the amount of \$15,000
9 are approved and shall be allocated in accordance with the Agreement.

10 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
11 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
12 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
13 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
15 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
16 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
17 this Action. The entering into or carrying out of the Agreement, and any negotiations or
18 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
19 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
20 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
21 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
22 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
23 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
24 Released PAGA Claims.

25 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
26 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
27 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
28

1 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
2 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
3 LWDA.

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

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

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

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

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

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

23 30. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, all Participating Class Members, on behalf of themselves and their respective former
26 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release
27 the Released Parties from any and all claims and relief asserted or that could have been asserted
28

1 based on the facts of the Operative Complaint filed in the Action, including claims for alleged
2 failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-
3 shift, travel, training/orientation, attending meetings or other time when suffered or permitted to
4 work and/or subject to the control of the employer), including minimum, straight, and overtime
5 wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed
6 meal and/or rest break premium pay; failure to timely pay all wages owed during employment;
7 failure to maintain accurate records; failure to produce records, failure to timely pay all wages
8 owed on separation of employment, including but not limited to any accrued, unused vacation/paid
9 time off; failure to provide accurate and/or complete wage statements; failure to provide a day of
10 rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense
11 reimbursement (including but not limited to use of personal cell phones or other personal devices,
12 work attire and footwear, mileage, tools, equipment, supplies, and/or chairs); and failure to
13 provide required written notices to employees. This release includes all claims and relief under
14 California Labor Code sections 201-204, 210, 218, 226, 226.7, 227.3, 246, 510, 512, 558, 1194,
15 1197, 1197.1, 1198, 2100, 2698, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section
16 11010 et seq., California Business and Professions Code section 17200, as well as any tort,
17 contract, and/or common law claims based on the facts of the Operative Complaint. The Released
18 Class Claims do not release any other claims, including claims for vested benefits, wrongful
19 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
20 disability, social security, workers' compensation, or claims based on facts occurring outside the
21 Class Period.

22 31. "Released Parties" are defined as: Defendant, and its and their former and present
23 officers, directors, employees, attorneys, insurers, benefit plans, predecessors, successors, assigns,
24 former, current, or future parents and affiliated entities.

25 32. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Aggrieved Employees and the LWDA will release the Released Parties from any
28

1 and all PAGA claims that occurred during the PAGA Period asserted or that could have been
2 asserted based on the facts of the Operative Complaint and the PAGA Notices filed in the Action,
3 including PAGA claims for alleged failure to pay all wages owed for all hours worked (whether
4 during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other
5 time when suffered or permitted to work and/or subject to the control of the employer), including
6 failure to pay minimum, straight, and overtime wages at correct rates; failure to provide compliant
7 meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to
8 timely pay all wages owed during employment; failure to maintain accurate records; failure to
9 produce records, failure to timely pay all wages owed on separation of employment, including but
10 not limited to any accrued, unused vacation/paid time off; inaccurate and/or incomplete wage
11 statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split
12 shift pay; failure to provide expense reimbursement (including but not limited to use of personal
13 cell phones or other personal devices, work attire and footwear, mileage, tools, equipment,
14 supplies, and/or chairs); failure to provide required written notices to employees; and PAGA
15 penalties based on the same facts in the Operative Complaint and PAGA Notices under California
16 Labor Code sections 201-204, 210, 218 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1,
17 1198, 2100, 2698, 2800, 2802, 2810.5, IWC wage orders 4 and 5; and CCR Title 8 section 11010.

18 33. As of the Effective Date and upon full funding of the Gross Settlement Amount by
19 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to the
20 Plaintiff's Release, as set forth fully in paragraph 6.1 of the Agreement.

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

22
23 Dated: _____

24 _____
25 HON. EUKETA OLIVER
26 JUDGE, SUPERIOR COURT OF CALIFORNIA
27
28

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 Piya Mukherjee (SBN 274217)

2255 Calle Clara

4 La Jolla, CA 92037

Tel: (858) 551-1223

5 Fax: (858) 551-1232

Email: Kyle@bamlawca.com

6 Attorneys for Plaintiff

7 **STEPHEN ROBERTSON (SBN 228708)**

srobertson@martensonlaw.com

8 **MICHELLE PATRONI GREEN (SBN 312368)**

9 mpatroni@martensonlaw.com

MARTENSON, HASBROUCK & SIMON LLP

10 5800 Armada Drive, Suite 101

Carlsbad, California 92008

11 Telephone: (916) 970-1430

12 Facsimile: (442) 244-0821

13 Attorneys for Defendant STARS INTERVENTION, INC.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN DIEGO**

17 YESENIA LOMELI, an individual, on behalf of
18 herself and on behalf of all persons similarly
19 situated, and on behalf of the State of
California, as a private attorney general,

20 Plaintiff,

21 vs.

22 STARS INTERVENTION, INC., a California
23 Corporation; and DOES 1 through 50,
inclusive,

24 Defendants.
25
26
27
28

ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

5/26/2026 2:26:33 PM

Clerk of the Superior Court

By E. Schilawski ,Deputy Clerk

Case No. **24CU002537C**

**STIPULATION REGARDING CLASS
PERIOD END DATE; and,
[PROPOSED] ORDER**

Dept: C-75

Judge: Hon. Euketa Oliver

Complaint Filed: July 24, 2024

Trial Date: Not Set

1 Plaintiff Yesenia Lomeli ("Plaintiff") and Defendant Stars Intervention, Inc. ("Defendant")
2 (collectively, the "Parties"), by and through their respective counsel, hereby STIPULATE AND AGREE
3 as follows:

4 WHEREAS, by Order dated February 27, 2026, the Court granted Plaintiff's Motion for
5 Preliminary Approval and ordered the Class certified with a Class Period end date of November 29,
6 2025;

7 WHEREAS, in preparation of the Class Data for the mailing of the Class Notice, the
8 Administrator determined that the total Class workweeks would exceed the cap of 23,100 in Paragraph 9
9 of the Class Action and PAGA Settlement Agreement ("Agreement");

10 WHEREAS, pursuant to Paragraph 9 of the Agreement, Defendant has elected to shorten the end
11 date of the Class Period and PAGA Period to the day before accrual of 23,100 workweeks;

12 WHEREAS, this adjustment of the Class Period end date is authorized by the Agreement at
13 paragraphs 9 and 13.5;

14 WHEREAS, the Class Notice had **not** been mailed, as the Parties were holding the mailing for
15 that the Class Notice would reflect this adjusted end date for the Class Period;

16 WHEREAS, this Court previously denied a Stipulation because it was not clear whether the
17 Class Notice had been mailed, so the Parties prepared this revised Stipulation to make clear that the
18 Class Notice has not been mailed and was being held until this adjustment was approved by the Court in
19 order to reflect the correct Class Period;

20 WHEREAS, this adjustment to the end date for the Class Period moves the end date to August
21 28, 2025;

22 NOW THEREFORE, the Parties agree to modify the Class Period such that the Class Period and
23 PAGA Period shall end on August 28, 2025. The Class Notice shall be revised to reflect this change.

24 1. The Class Period and PAGA Period as used in the Agreement ends on August 9, 2025 and
25 the Preliminary Approval Order dated February 27, 2026 is modified and amended at paragraph 5 to use
26 August 28, 2025 end date for the Class Period and PAGA Period;

27 2. The Class Notice shall be modified to use the August 28, 2025 end date for the Class Period
28 and PAGA Period, and the Class Notice shall then be mailed forthwith.

1 **IT IS SO STIPULATED.**

2
3 DATED: May 26, 2026

MARTENSON, HASBROUCK & SIMON LLP

By: /s/ Michelle Patroni Green

Stephen Robertson

Michelle Patroni Green

Attorneys for Defendant

5
6 DATED: May 26, 2026

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP

BY: /S/ Kyle Nordrehaug

Kyle Nordrehaug

Attorneys for Plaintiff

PROPOSED ORDER

GOOD CAUSE APPEARING, the Court hereby approved the Parties' Stipulation, and hereby orders as follows:

1. The Class Period and PAGA Period in the Preliminary Approval Order dated February 27, 2026, is modified and amended at paragraph 5 to use August 28, 2025 end date for the Class Period and PAGA Period;

2. The Class Notice shall be modified to use the August 28, 2025 end date for the Class Period and PAGA Period, and the Class Notice shall then be mailed forthwith.

IT IS SO ORDERED.

DATED: 6/8/2026, 2025



Honorable Euketa Oliver
Judge of the Superior Court of California

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/28/2026
Due On: 09/27/2026

Yesenia Lomeli
1241 Santa Cora Ave #332
Chula Vista, CA 91913

CA3185

Stars Intervention Inc

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	01/21/2024	Review and analyze original intake notes. Legal research regarding related litigation. Research Defendant's business operations and financials. Conference with Plaintiff to discuss status and current workplace issues. Review facts and violations.	3.10	\$850.00	\$2,635.00
NDB	01/29/2024	Review emails and information from client regarding failure to accommodate and pregnancy discrimination claims. Legal research regarding the same. Analyze previous mediation briefs for similar facts and claims. Review case file. Conference with Plaintiff to discuss.	3.30	\$850.00	\$2,805.00
NDB	02/03/2024	Review entire employment file for legal claims. Analyze all written policy documents and emails. Review all pay statements for wage and hour claims. Legal research regarding the same. Obtain background facts for complaint.	3.00	\$850.00	\$2,550.00
NDB	02/04/2024	Review and research venue issues. Review case file and facts. Draft complaint.	2.90	\$850.00	\$2,465.00
NDB	02/07/2024	Review and analyze meal and rest break claims. Draft complaint. Begin drafting individual failure to accommodate claims.	2.50	\$850.00	\$2,125.00
NDB	04/14/2024	Review case file and complaint. Draft internal	2.10	\$850.00	\$1,785.00

		case notes detailing specific violations and facts.			
NDB	04/15/2024	Review and revise complaint. Send complaint to Plaintiff for approval. Discuss claims and process of lawsuit with Plaintiff.	1.10	\$850.00	\$935.00
NDB	04/19/2024	Review correspondence from Plaintiff in preparation for phone call asking for advice. Conference with Plaintiff to discuss current employment issues. Review and revise complaint.	1.00	\$850.00	\$850.00
NDB	04/19/2024	Review, revise, and analyze DFEH/failure to accommodate claims. Obtain a right to sue letter.	1.20	\$850.00	\$1,020.00
NDB	04/21/2024	Review and research PAGA claims and penalties. Analyze case file. Draft PAGA Notice.	2.30	\$850.00	\$1,955.00
RE	06/28/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	06/28/2024	Review & analyze employment file documents	2.00	\$675.00	\$1,350.00
RE	07/11/2024	Review, edit & revise & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
RE	07/24/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	07/24/2024	Review & finalize class action complaint package; file in SD Sup. Ct.	0.50	\$675.00	\$337.50
RE	07/24/2024	Review court returned docs re class action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	07/26/2024	Confer w partners re judge/department; draft 170.6 peremptory challenge; file re class action	0.80	\$675.00	\$540.00
RE	07/30/2024	Draft PAGA only complaint	4.00	\$675.00	\$2,700.00
NDB	07/30/2024	Review case file. Review and analyze PAGA notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.50	\$850.00	\$1,275.00
RE	07/31/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	07/31/2024	Review & finalize PAGA only complaint package; file in Santa Clara Sup. Ct.	0.50	\$675.00	\$337.50
RE	07/31/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	08/01/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00

ASC	08/02/2024	Email to Y. Lomeli re intake and set up an initial call	0.40	\$250.00	\$100.00
ASC	08/05/2024	Call with Y. Lomeli	1.00	\$250.00	\$250.00
ASC	08/05/2024	Review docs, bates stamp	2.00	\$250.00	\$500.00
ASC	08/06/2024	Review and respond to email from Y. Lomeli re witness and phone call follow up	0.30	\$250.00	\$75.00
ASC	08/13/2024	Review email from Y. Lomeli to HR re concerns and hostile work environment	0.50	\$250.00	\$125.00
CL	08/19/2024	Receipt and review notice re case management conference.	0.20	\$750.00	\$150.00
ASC	08/19/2024	Review and discuss email from HR to Y. Lomeli re investigation of retaliation allegations	0.50	\$250.00	\$125.00
ASC	08/19/2024	Call with HR, email to discuss with Team C, check status of case, complaint not served	0.50	\$250.00	\$125.00
ASC	08/28/2024	Review and respond to email from Y. Lomeli re scheduling a call for a status update	0.30	\$250.00	\$75.00
RE	09/02/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	09/02/2024	Review file; prep docs for service of process re class action; identify reg. agent; send out for service via Knox	0.75	\$675.00	\$506.25
RE	09/12/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
ASC	09/16/2024	Review and respond to email from Plaintiff Lomeli re additional documents	0.50	\$250.00	\$125.00
RE	09/23/2024	File proof of service of summons re class action	0.50	\$675.00	\$337.50
YS	10/07/2024	Update internal monthly spreadsheet with case.	0.10	\$250.00	\$25.00
YS	10/10/2024	Review Def's Answer to complaint. Prepare POS for file with OPC info.	0.20	\$250.00	\$50.00
CL	10/14/2024	Receipt and review Answer to Complaint.	0.40	\$750.00	\$300.00
VR	10/14/2024	Review and Analyze: review and analyze documents; review correspondence from plaintiff	0.60	\$750.00	\$450.00
ASC	10/28/2024	Review and respond to email from Y. Lomeli re update and request for a call	0.60	\$250.00	\$150.00
ASC	10/28/2024	Call with client re hostile work environment, retaliation, skipped for promotion; request for employment file and handbook	0.70	\$250.00	\$175.00

ASC	10/29/2024	Review email from Y. Lomeli re grievance; breaks/DT/breaks; Call out protocol	1.00	\$250.00	\$250.00
ASC	10/30/2024	Review correspondence from S. Robertson re notice of new attorney for defendant and updated service list	0.40	\$250.00	\$100.00
ASC	11/05/2024	Review and save correspondence from Y Lomeli re No Data Entry Errors	0.30	\$250.00	\$75.00
YS	11/06/2024	Review correspondence from Defs re service list. Revise POS on file -- add S. Robertson, M. Green, and J. Campos.	0.20	\$250.00	\$50.00
YS	11/21/2024	Update internal master spreadsheet with class case. Update internal discovery spreadsheet with class case. Update internal class spreadsheet with case. Update file with flow chart. Review courtlinks, create task for alerts.	0.50	\$250.00	\$125.00
YS	11/21/2024	Update internal master spreadsheets with PAGA case. Update internal discovery spreadsheets with PAGA case. Review courtlinks, create task for alerts.	0.30	\$250.00	\$75.00
YS	11/21/2024	Review POS of class summons. Update discovery spreadsheet with date of service.	0.20	\$250.00	\$50.00
YS	11/21/2024	Review POS of PAGA summons. Update discovery spreadsheet with date of service.	0.20	\$250.00	\$50.00
YS	11/21/2024	Review Order deeming case complex and staying discovery re PAGA case. Update discovery spreadsheet with end date of stay.	0.20	\$250.00	\$50.00
YS	11/21/2024	Prepare shells for Plaintiff's first set of class discovery requests (RFA, RFP, SROGS, FROGS, PMK NOD, proposed BW Notice and BW notice).	1.00	\$250.00	\$250.00
YS	11/21/2024	Review Plaintiff's documents received on 12/1/23 and 3/12/24. Organize and add bates stamps. Create and update exhibit book.	0.60	\$250.00	\$150.00
CL	11/21/2024	Telephone call with Y. Lomeli re claims asserted in class action.	0.60	\$750.00	\$450.00
CL	11/21/2024	Email to Y. Lomeli re witness information about interventionalist and payroll witness.	0.30	\$750.00	\$225.00
CL	11/21/2024	Draft case notes re: summary of call with client re viability of class claims; Discuss with AJ and Tori re: same.	0.70	\$750.00	\$525.00
CL	11/21/2024	Draft Request for Admissions, Set One.	0.70	\$750.00	\$525.00
CL	11/21/2024	Draft Form Interrogatories, Set One.	0.30	\$750.00	\$225.00
CL	11/21/2024	Draft Special Interrogatories, Set One.	0.80	\$750.00	\$600.00

CL	11/21/2024	Draft Request for Production, Set One.	0.90	\$750.00	\$675.00
CL	11/21/2024	Draft Belaire West Notice; Draft Protective Order.	0.60	\$750.00	\$450.00
CL	11/21/2024	Draft Notice of PMK Deposition.	0.80	\$750.00	\$600.00
ASC	11/21/2024	Review summary of call with Plaintiff; discuss case facts with C. LeVu for discovery	0.60	\$250.00	\$150.00
CL	11/25/2024	Email from M. Green re: client's request for personnel file.	0.20	\$750.00	\$150.00
YS	11/26/2024	Finalize first set of discovery requests. Prepare POS. Email to OPC re requests. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
ASC	12/02/2024	Review multiple emails sent by Plaintiff and add to documents	1.00	\$250.00	\$250.00
CL	12/04/2024	Email from/to M. Green re: meet and confer re: discovery responses, Belaire Notice and Protective Order	0.30	\$750.00	\$225.00
ASC	12/05/2024	Review email from M. Patroni re STARS 000001-116; review document production	1.00	\$250.00	\$250.00
YS	12/06/2024	Review Def's production of documents. Extract and organize, update exhibit book.	0.50	\$250.00	\$125.00
YS	12/09/2024	Update internal spreadsheet re class info.	0.10	\$250.00	\$25.00
CL	12/09/2024	Email from M. Green re: meet and confer re: Joint CMS,	0.20	\$750.00	\$150.00
CL	12/09/2024	Conference call with S. Robertson and M. Green re Rule 3.724, Stipulation re FAC to add PAGA, Belaire-West, Protective Order, Discovery responses; Email confirming same.	1.20	\$750.00	\$900.00
CL	12/09/2024	[PAGA] Draft Joint CMS; Review and analyze Initial Status Conference Order re: preparation for same.	0.80	\$750.00	\$600.00
CL	12/12/2024	Text messages with Y. Lomeli re: worker's compensation claim and leave and status of case; Receipt and review worker's compensation document from client.	0.40	\$750.00	\$300.00
YS	12/12/2024	Review Def's corr re update case info. Update internal class spreadsheet with updated info.	0.20	\$250.00	\$50.00
CL	12/12/2024	Email from M. Green re: proposed mediators and Joint ISC; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
CL	12/13/2024	Email from M. Green re: mediation and followup with client.	0.20	\$750.00	\$150.00
ASC	12/17/2024	Email to M. Patroni re follow up on proposed	0.30	\$250.00	\$75.00

mediators					
ASC	12/18/2024	Email to M. Patroni re follow up on proposed mediators	0.30	\$250.00	\$75.00
CL	12/19/2024	Email to M. Green re: Stipulation for Leave to File First Amended Class and Representative Action Complaint and FAC.	0.30	\$750.00	\$225.00
CL	12/19/2024	Revise Stipulation for Leave to File First Amended Class and Representative Action Complaint.	0.50	\$750.00	\$375.00
CL	12/19/2024	Review and revise First Amended Class and Representative Action Complaint.	0.70	\$750.00	\$525.00
CL	12/20/2024	Revise Stipulation for Leave to File First Amended Class and Representative Action Complaint and FAC; Revise Joint CMS [PAGA]; Email to M. Green re meet and confer re: same; Discuss with AJ mediation.	0.80	\$750.00	\$600.00
YS	12/20/2024	Finalize joint stip to file FAC -- attach/bookmark proposed FAC. Prepare POS. File via Onelegal. Email to OPC re joint stip. Email to court docs for circulation.	0.60	\$250.00	\$150.00
YS	12/20/2024	Finalize joint PAGA CMS. Prepare POS. File via Onelegal. Email to OPC re joint stip. Email to court docs for circulation.	0.60	\$250.00	\$150.00
SB	12/30/2024	Review/revise complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
CL	01/01/2025	Email from E. Gebroe re: mediation date with S. Serratore.	0.20	\$750.00	\$150.00
CL	01/02/2025	Email from M. Green re: dates for mediation with Rottman.	0.30	\$750.00	\$225.00
CL	01/02/2025	Email from/to M. Green re: Stipulation to File FAC.	0.30	\$750.00	\$225.00
ASC	01/02/2025	Review court's docket and notice of case reassignment; prepare CMC statement and POS, file via One Legal, serve via email	1.00	\$250.00	\$250.00
ASC	01/02/2025	Review email from M. Patroni re Defendant's availability for mediation	0.30	\$250.00	\$75.00
YS	01/03/2025	Review status of case, Confirm 1/9 PAGA CMC hearing still on calendar, confirm CMC statement was filed, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
CL	01/07/2025	Email from E. Gebroe re: mediation confirmation from defendant.	0.20	\$750.00	\$150.00
CL	01/07/2025	Email from M. Green re: carrier approval for mediation.	0.20	\$750.00	\$150.00

CL	01/09/2025	Email to/from M. Green re notice of cmc and continuance; Discuss with Tori re: same	0.30	\$750.00	\$225.00
VR	01/09/2025	Review and Analyze: review court's orders and docket; review CMC statement; advise CL and ASC	0.50	\$750.00	\$375.00
CL	01/10/2025	Text messages from from L. Negroni request for inclusion in lawsuit; Email to L. Negroni re: conference call re: possible new representative.	0.40	\$750.00	\$300.00
YS	01/10/2025	Review status of case, Confirm 1/17 CMC hearing on calendar, confirm Plaintiff's CMS was filed, confirm info to appear via Teams, arrange text reminder for team	0.40	\$250.00	\$100.00
ASC	01/10/2025	Email to M. Patroni re request for confirmation of proposed mediation date	0.30	\$250.00	\$75.00
CL	01/13/2025	Prepare for telephone call with L. Negron re: class claims and possible class representative.	0.20	\$750.00	\$150.00
CL	01/13/2025	Telephone call with L. Negron re: facts related to class claims and timeline of wrongful termination claims; Discuss with Nick re: same.	0.70	\$750.00	\$525.00
CL	01/13/2025	Email to L. Negron re: statute of limitations re FMLA claim related to wrongful termination claims.	0.30	\$750.00	\$225.00
ASC	01/13/2025	Email to M. Patroni re request for confirmation of proposed mediation date	0.30	\$250.00	\$75.00
YS	01/14/2025	Review courtlinks alert re upcoming events. Confirm 5/25 CMC is calendared.	0.20	\$250.00	\$50.00
CL	01/14/2025	Emails and text message to L. Negron re: wrongful termination claim.	0.30	\$750.00	\$225.00
CL	01/15/2025	Email from M. Green re: meet and confer re: mediation with S. Rottman.	0.20	\$750.00	\$150.00
CL	01/15/2025	Email from E. Gebroe re: counsel contact and mediation split.	0.20	\$750.00	\$150.00
YS	01/15/2025	Email to mediator's office re case caption, service list, and fee split	0.10	\$250.00	\$25.00
ASC	01/16/2025	Receive and review correspondence re confirmation of mediation date	0.30	\$250.00	\$75.00
ASC	01/17/2025	Prepare to attend CMC	0.50	\$250.00	\$125.00
ASC	01/17/2025	Attend CMC; contact Defense counsel per Judge's instruction	1.20	\$250.00	\$300.00
NDB	01/24/2025	Review and research section 204 late payment of wages claim. Review and research vacation pay	1.90	\$850.00	\$1,615.00

claim. Analyze case file and paystubs.					
CL	01/28/2025	Email from/to M. Green re: meet and confer re: continuing motion to compel discovery until after mediation.	0.30	\$750.00	\$225.00
CL	01/29/2025	Telephone and text from Y. Lomeli re: discovery responses and status of mediation.	0.30	\$750.00	\$225.00
CL	01/30/2025	Test messages from/to Y. Lomeli re: damages and analysis for mediation.	0.30	\$750.00	\$225.00
YS	02/03/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	02/03/2025	Review courtlinks alert re signed stip to file FAC. Download from Onelegal. Update file. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
CL	02/04/2025	Email from/to M. Green re: discovery conference call, stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
YS	02/04/2025	Prepare and finalize notice of appearance re PAGA for AS. File via ECF. Email to Court docs for circulation.	0.50	\$250.00	\$125.00
YS	02/04/2025	Prepare and finalize notice of appearance re PAGA for VR. File via ECF. Email to Court docs for circulation.	0.50	\$250.00	\$125.00
YS	02/04/2025	Prepare and finalize notice of appearance re PAGA for CTL. File via ECF. Email to Court docs for circulation.	0.50	\$250.00	\$125.00
YS	02/05/2025	Prepare shell for stip to stay pending mediation	0.60	\$250.00	\$150.00
CL	02/11/2025	Text messages from Y. Lomeli re: production related to resignation; Review and analyze production.	0.40	\$750.00	\$300.00
CL	02/13/2025	Finalize Stipulation to Stay Pending Mediation; Email to M. Green re conference call and stipulation to stay pending mediation.	0.50	\$750.00	\$375.00
CL	02/17/2025	Email to M. Green re: stipulation to stay pending mediation .	0.30	\$750.00	\$225.00
YS	02/19/2025	Review courtlinks alert re upcoming events. Confirm 3/28 CMC is on calendar.	0.10	\$250.00	\$25.00
CL	02/20/2025	Receipt and review revisions to Joint Stipulation to Stay Pending Meditation; Email from M. Green re: revisions and conference call.	0.60	\$750.00	\$450.00
CL	02/20/2025	Email from M. Green re: stipulation stay pending mediation; Telephone call to M. Green re meet and confer re: omitting of language related to	0.40	\$750.00	\$300.00

		contact with class members.			
CL	02/20/2025	Review and revise stipulation stay pending mediation.	0.40	\$750.00	\$300.00
CL	02/20/2025	Email to M. Green re Order granting leave to file FAC.	0.30	\$750.00	\$225.00
CL	02/26/2025	Email from/to M. Green re: request for dismissal of PAGA action and Stipulation to Stay Pending Mediation; Revise and finalize Stipulation to Stay Pending Mediation.	0.60	\$750.00	\$450.00
YS	03/05/2025	Review courtlinks alert re 1/17 Minutes of CMC. Download and purchase from court docket. Update file. Confirm 3/28 CMC is on calendar.	0.20	\$250.00	\$50.00
YS	03/05/2025	Finalize stip to stay case for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	03/10/2025	Draft Joint CMS; review and analyze docket re stipulation to stay pending mediation.	0.60	\$750.00	\$450.00
CL	03/10/2025	Email to S. Robertson re: Joint CMS and filing.	0.40	\$750.00	\$300.00
CL	03/14/2025	Email from J. Campos re: Joint CMS; Receipt and review Joint CMS.	0.30	\$750.00	\$225.00
YS	03/21/2025	Review status of case, Confirm 3/28 Class CMC hearing still on calendar, circulate info to appear remotely, schedule reminder text for team	0.40	\$250.00	\$100.00
YS	03/26/2025	Review courtlinks alert re Notice of Rescheduled Hearing. Purchase and download notice from docket. Email to Chrystal for calendaring.	0.30	\$250.00	\$75.00
CL	04/01/2025	Receipt and review Notice of rescheduled hearing	0.30	\$750.00	\$225.00
YS	04/09/2025	Review courtlinks alert re filed-stamp FAC. Download conformed FAC from Onelegal, update file. Upload to the LWDA porta. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
YS	04/16/2025	Review courtlinks alert re signed stip to stay. Download order, update file, email to Court Docs for circulation.	0.30	\$250.00	\$75.00
CL	04/16/2025	Receipt and review Order re Stipulation to Stay Pending Mediation.	0.40	\$750.00	\$300.00
VR	05/08/2025	Review and Analyze: review FAC and stipulation re FAC; review status of PAGA case and court's orders; review correspondence between parties; advise AR	0.60	\$750.00	\$450.00
AR	05/08/2025	Review and outline file for status in advance of drafting case management statement; draft	0.80	\$550.00	\$440.00

summary correspondence with VR.					
AR	05/08/2025	Draft request for dismissal; finalize, file and serve.	0.80	\$550.00	\$440.00
YS	05/09/2025	Review status of case, Confirm 5/15 PAGA CMC hearing off calendar, no need to set appearance	0.30	\$250.00	\$75.00
CL	05/22/2025	Email from/to M. Green re: conference call re mediation production.	0.30	\$750.00	\$225.00
ASC	05/23/2025	Review and reply to email from M. Green re mediation data exchange	0.30	\$250.00	\$75.00
CL	06/03/2025	Text message from/to Y. Lomeli re: meet and confer re: mediation reports and status; Discuss with Adolfo re: same.	0.30	\$750.00	\$225.00
ASC	06/04/2025	Review file, Plaintiff's documents, prepare mediation data request	1.00	\$250.00	\$250.00
ASC	06/05/2025	Prepare for call with opposing counsel re mediation data request	0.50	\$250.00	\$125.00
ASC	06/05/2025	Call with opposing counsel re mediation data request	0.50	\$250.00	\$125.00
ASC	06/06/2025	Discuss mediation data exchange and call with opposing counsel with CTL	0.50	\$250.00	\$125.00
ASC	06/06/2025	Email to Plaintiff re request for documents and update on case status	0.50	\$250.00	\$125.00
ASC	06/25/2025	Review correspondence from Defendant and write email to M. Patroni re informal discovery for mediation	1.00	\$250.00	\$250.00
ASC	07/10/2025	Review and respond to email from M. Patroni Green and calculate PAGA period for mediation based on tolling	0.50	\$250.00	\$125.00
ASC	08/05/2025	Download and review documents provided by client for mediation (pictures, medical reports)	1.00	\$250.00	\$250.00
CL	08/18/2025	Email from M. Green re: production of STARS 000001 through 002167; Receipt and review STARS 000001 through 002167.	0.40	\$750.00	\$300.00
CL	08/19/2025	Review and analyze Plaintiff's reproductive and psychiatric records in preparation for mediation; Discuss with Adolfo re: same.	0.40	\$750.00	\$300.00
YS	08/19/2025	Review Def's documents, create Box folder for expert, upload file, email to expert re new case	0.30	\$250.00	\$75.00
ASC	08/19/2025	Review 190 pages of Plaintiff's documents in preparation for mediation	2.00	\$250.00	\$500.00
ASC	08/19/2025	Multiple communications with Plaintiff to confirm	1.00	\$250.00	\$250.00

		facts, request documents and discuss mediation			
ASC	08/19/2025	Email from and to M. Green re delayed production of Plaintiff's records	0.30	\$250.00	\$75.00
YS	08/20/2025	Review and organize Plaintiff's mediation documents -- add bates stamp. Prepare POS. Email to OPC re documents.	0.50	\$250.00	\$125.00
ASC	08/20/2025	Review and redact 70 pages of Plaintiff's documents, prepare for production ahead of mediation	1.00	\$250.00	\$250.00
ASC	08/21/2025	Review Plaintiff's documents, prepare harassment sheet, email client re employment history post defendant; prepare harassment sheet, add exhibit folder	1.20	\$250.00	\$300.00
CL	08/22/2025	Emails from Y. Lomeli re: subsequent employment in preparation for mediation.	0.20	\$750.00	\$150.00
ASC	08/22/2025	Respond to email from Plaintiff re further questions for mediation	0.30	\$250.00	\$75.00
CL	08/25/2025	Email from E. Gebroe re: continuing mediation.	0.20	\$750.00	\$150.00
NDB	09/01/2025	Review case file and court docket. Review and analyze discovery and data produced to date. Legal research regarding wage and hour claims. Analyze pay stubs. Prepare for mediation.	4.20	\$850.00	\$3,570.00
ASC	09/03/2025	Receive and analyze email from Plaintiff re additional medical records	0.30	\$250.00	\$75.00
NDB	09/05/2025	Review and research individual claims and damages. Review time punch data for minimum wage and meal break violations. Legal research regarding the same.	2.90	\$850.00	\$2,465.00
ASC	09/11/2025	Review email from C. Li re class size and class period; reach out to Defense counsel to verify mediation data production	0.50	\$250.00	\$125.00
AB	09/11/2025	Review status of preparing for mediation. Draft/ send memo to team.	3.00	\$895.00	\$2,685.00
NDB	09/11/2025	Review previous settlements and mediation briefs with similar claims and workweeks for mediation valuation. Analyze Plaintiff's settlement authority. Review rest break theories and premium payment issue.	1.70	\$850.00	\$1,445.00
ASC	09/16/2025	Review and respond to email from Plaintiff re questions re mediation; inform of rescheduled mediation	0.30	\$250.00	\$75.00
SB	09/18/2025	Speak with client in advance of mediation, review and analyze claims, advise AJB	2.60	\$450.00	\$1,170.00

SB	09/19/2025	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
NDB	09/19/2025	Review facts and law. Analyze Defendant's written policy documents. Draft mediation brief.	4.00	\$850.00	\$3,400.00
ASC	09/22/2025	Review Plaintiff's documents; review procedural history, causes of action and supporting facts;	1.00	\$250.00	\$250.00
ASC	09/22/2025	Draft mediation brief	3.00	\$250.00	\$750.00
ASC	09/22/2025	Review Defendant's production of documents, policies, spreadsheets and data points for mediation (STARS 1-2167)	2.00	\$250.00	\$500.00
ASC	09/22/2025	Finalize mediation info sheet, and update case intake notes for plaintiff; update case flow chart	1.00	\$250.00	\$250.00
ASC	09/22/2025	Research defendant and reviews from other employees regarding employment with defendant	0.50	\$250.00	\$125.00
ASC	09/22/2025	Email mediator re request for zoom link	0.30	\$250.00	\$75.00
YS	09/23/2025	Review and orgnaize Def's documents for mediation, update exhibit book.	1.20	\$250.00	\$300.00
SB	09/23/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
ASC	09/23/2025	Add zoom link to calendar event	0.30	\$250.00	\$75.00
YS	09/24/2025	Review Plaintiff's documents for mediation, organize, and add bates stamps	1.50	\$250.00	\$375.00
YS	09/25/2025	Further review Plaintiff's documents for mediation, organize, and update exhibit book	1.50	\$250.00	\$375.00
NDB	09/26/2025	Review and analyze all mediation materials including briefs and exhibits thereto in preparation for mediation. Analyze expert damage and penalty analysis. Review related litigation.	1.40	\$850.00	\$1,190.00
SB	09/29/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AB	09/29/2025	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
ASC	10/02/2025	Prepare draft Joint CMS and sent to OPC for review and edits, finalize and file via one legal, serve via email	1.00	\$250.00	\$250.00
AB	10/07/2025	Review/revise/respond to OPC's redlines on MOU.	2.00	\$895.00	\$1,790.00
NDB	10/09/2025	Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff. Conference with Plaintiff to discuss terms. Follow up for signature.	1.20	\$850.00	\$1,020.00

BW	10/16/2025	Review MOU re drafting class/PAGA settlement agreement and individual agreement; review and analyze case file and pleadings concerning the necessity of filing for a consolidated complaint	0.30	\$750.00	\$225.00
CL	10/17/2025	Draft Notice of Ruling re: Motion for Preliminary Approval.	0.40	\$750.00	\$300.00
CL	10/17/2025	Attend Case Management Conference.	1.10	\$750.00	\$825.00
BW	10/19/2025	Draft Class/PAGA Settlement Agreement, including further view of MOU and drafting settlement monthly payment plan	1.50	\$750.00	\$1,125.00
BW	10/20/2025	Further draft and revise long form settlement agreement re settlement administration bids and final review with MOU; email att'y K. Nordrehaug re: review of draft	0.60	\$750.00	\$450.00
BW	10/20/2025	Draft Individual Settlement Agreement, including draft and sent email to att'y S. Puche re questions on drafting and review MOU	1.20	\$750.00	\$900.00
BW	10/21/2025	Review notes and email from S. Puche re sufficiently carving out the two settlement agreements from each other; draft and send follow-up question to S. Puche	0.30	\$750.00	\$225.00
KN	10/28/2025	Review memo from BW; review draft agreement; analysis of issues; prepare redline and responses to BW.	1.50	\$950.00	\$1,425.00
BW	10/28/2025	Email with Sean Hartranft re request for updated settlement administrator bid with further information	0.20	\$750.00	\$150.00
BW	10/28/2025	Email with ILYM re request for updated settlement administrator bid with further information	0.20	\$750.00	\$150.00
BW	10/28/2025	Review settlement bid from ILYM re revising settlement agreement	0.20	\$750.00	\$150.00
BW	10/28/2025	Review settlement bid from Apex re revising settlement agreement	0.20	\$750.00	\$150.00
BW	10/29/2025	Revise draft of settlement agreement re further settlement administration bids; confer with K. Nordrehaug re revised bid	0.20	\$750.00	\$150.00
KN	10/30/2025	Review BW email and revised agreement; advise BW	0.50	\$950.00	\$475.00
BW	10/30/2025	Email with opposing counsel re Class/PAGA Settlement Agreement and Individual Agreement	0.30	\$750.00	\$225.00
BW	10/30/2025	Finalize Class/PAGA Settlement Agreement and Individual Agreement before sending to opposing counsel for review	0.30	\$750.00	\$225.00

BW	11/04/2025	Email with M. Green re settlement agreement	0.30	\$750.00	\$225.00
BW	11/07/2025	Email with M. Green re settlement agreement	0.30	\$750.00	\$225.00
BW	11/12/2025	Email opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	11/13/2025	Review Defendant's redlines, including reviewing MOU; draft and revise redlines, including reviewing complaint and other case documents; confer with att'y. K. Nordrehaug; Review notes and comments from K. Nordrehaug; revise and finalize redlines as per notes and comments from K. Nordrehaug	0.90	\$750.00	\$675.00
BW	11/13/2025	Review Defendant's individual settlement agreement, including reviewing MOU; draft and revise redlines, including reviewing complaint and other case documents	0.50	\$750.00	\$375.00
BW	11/25/2025	Review and analyze Defendant's individual settlement agreement; draft further redlines	0.80	\$750.00	\$600.00
BW	11/25/2025	Email with M. Green re further redlines to individual settlement agreement	0.30	\$750.00	\$225.00
BW	12/14/2025	Email with client re settlement agreement	0.30	\$750.00	\$225.00
BW	12/15/2025	Email with N. De Blouw re Defendant's redlines to settlement agreement	0.30	\$750.00	\$225.00
BW	12/15/2025	Review and analyze Defendant's redlines to settlement agreement; email with K. Nordrehaug re same	0.50	\$750.00	\$375.00
BW	12/15/2025	Review case file re motion for approval hearing date; confer with staff re same	0.20	\$750.00	\$150.00
BW	12/16/2025	Review case file re Hearing for Preliminary approval; confer with staff re obtaining same	0.10	\$750.00	\$75.00
BW	12/30/2025	Draft Exhibit A/Class Notice	1.00	\$750.00	\$750.00
BW	12/30/2025	Draft Exhibit B/Proposed Order for Preliminary Approval	0.60	\$750.00	\$450.00
BW	12/30/2025	Draft Exhibit C/Proposed Order for Final Approval	0.50	\$750.00	\$375.00
BW	12/31/2025	Review and analyze case file and settlement agreement status re: next steps; draft memorandum re same	0.10	\$750.00	\$75.00
CL	01/05/2026	Receipt and review Court's Notice of Case Reassignment.	0.30	\$750.00	\$225.00
KN	01/05/2026	Review draft Exhibits; emails with BW; advise BW; revise and redline exhibits; review revised exhibits	1.50	\$950.00	\$1,425.00

BW	01/05/2026	Review email from att'y K. Nordrehaug and finalize exhibits for Defendant's review according to revisions and notes from K. Nordrehaug	0.50	\$750.00	\$375.00
BW	01/05/2026	Email M. Green re exhibits, individual agreement, and class-PAGA agreement	0.30	\$750.00	\$225.00
BW	01/08/2026	Email with opposing counsel re finalized settlement agreement and choice of cy pres	0.30	\$750.00	\$225.00
BW	01/08/2026	Email with att'y K. Nordrehaug re finalized settlement agreement and choice of cy pres	0.30	\$750.00	\$225.00
BW	01/12/2026	Email opposing counsel re settlement agreement exhibits	0.30	\$750.00	\$225.00
BW	01/14/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
KN	01/15/2026	Review Def email and revisions re: exhibits; revise exhibits; finalize exhibits; respond to Def	1.00	\$950.00	\$950.00
KN	01/19/2026	Review settlement status; analysis of Administration estimate; email Admin for update; advise BW; update approval chart; begin drafting motion for preliminary approval.	3.00	\$950.00	\$2,850.00
BW	01/19/2026	Email with att'y K. Nordrehaug re payment plan affecting settlement administration bids	0.20	\$750.00	\$150.00
BW	01/19/2026	Email with opposing counsel re adjuster information for individual agreement	0.30	\$750.00	\$225.00
BW	01/20/2026	Email with M. Green re class/PAGA settlement agreement and adjuster for individual agreement	0.30	\$750.00	\$225.00
BW	01/20/2026	Finalize class/PAGA settlement agreement for signatures	0.20	\$750.00	\$150.00
NDB	01/20/2026	Review and analyze long form settlement agreement and exhibits for conformity with MOU terms. Review case file and calendar. Discuss terms with Plaintiff. Follow up for signature.	0.90	\$850.00	\$765.00
BW	01/22/2026	Email with M. Green re fully-executed settlement agreement	0.30	\$750.00	\$225.00
KN	01/22/2026	Draft motion for preliminary approval; analysis of Kullar issues; email Defendant	3.00	\$950.00	\$2,850.00
BW	01/23/2026	Email with M. Green re settlement agreement	0.30	\$750.00	\$225.00
KN	01/26/2026	Review outstanding issues; prepare pleading form and memo to Admin regarding declaration.	0.50	\$950.00	\$475.00
ASC	01/26/2026	Review settlement and prepare declaration of Plaintiff iso motion for preliminary approval of settlement	1.00	\$250.00	\$250.00

ASC	01/26/2026	Email Plaintiff Lomeli re decl iso preliminary approval; send draft for review and approval; get e-signed copy	0.50	\$250.00	\$125.00
BW	01/27/2026	Email with M. Green re individual settlement	0.30	\$750.00	\$225.00
KN	01/28/2026	Draft Declaration ISO motion for preliminary approval; further analysis of Kular issues for decl.; review draft Admin declaration and finalize Admin declaration for filing	2.00	\$950.00	\$1,900.00
KN	01/28/2026	Continued drafting of declaration; analysis of remaining issues	2.00	\$950.00	\$1,900.00
BW	01/30/2026	Email with M. Green re individual agreement	0.30	\$750.00	\$225.00
KN	01/30/2026	Review and revise Motion; revise supporting declaration; update and finalize proposed order; finalize motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
BW	02/02/2026	Review correspondence re: individual settlement agreement and filing approval motion; prepare for meeting/draft memorandum to att'y S. Blumenthal re next steps/strategy for signature for individual settlement agreement	0.10	\$750.00	\$75.00
BW	02/03/2026	Email with opposing counsel re conversations with adjuster re individual settlement	0.30	\$750.00	\$225.00
BW	02/03/2026	Email with client re draft of settlement agreement	0.30	\$750.00	\$225.00
BW	02/06/2026	Email with M. Green re individual settlement agreement	0.30	\$750.00	\$225.00
KN	02/26/2026	Review docket; check for tentative; review tentative.	0.30	\$950.00	\$285.00
KN	02/27/2026	Court appearance - motion for preliminary approval; review tentative; emails with staff and Defendant; prepare for hearing; memo to file	1.00	\$950.00	\$950.00
BW	02/27/2026	Review and analyze tentative; confer with att'y K. Nordrehaug	0.30	\$750.00	\$225.00
BW	02/27/2026	Review correspondence between K. Nordrehaug and opposing counsel re appearances at Motion for Preliminary Approval	0.20	\$750.00	\$150.00
KN	03/02/2026	Review status; check docket; memo to Admin with documents	0.40	\$950.00	\$380.00
CL	03/13/2026	Email from M. Green re: class data and production for mediation.	0.30	\$750.00	\$225.00
KN	03/20/2026	Review formatted class notice and Admin email; respond	0.25	\$950.00	\$237.50

KN	04/21/2026	Work on settlement issue; review and execute draft stipulation; respond to Defendant	0.60	\$950.00	\$570.00
KN	04/23/2026	Review emails and status; review spreadsheet and double check figures; update chart; respond to admin; analysis of escalator issue and email to counsel	0.60	\$950.00	\$570.00
KN	05/04/2026	Analysis of Escalator issue; review emails and calculations; draft stipulation; email Defendant; finalize and file documents	1.20	\$950.00	\$1,140.00
CL	05/19/2026	Email from M. Green re: stipulation re class notice.	0.20	\$750.00	\$150.00
KN	05/22/2026	Revise Stipulation; emails Defendant	0.50	\$950.00	\$475.00
KN	06/16/2026	Review Admin emails; analysis of issues and respond; draft stipulation regarding hearing; email Defendant	1.00	\$950.00	\$950.00
CL	07/01/2026	Email from K. Nava requesting MPA deadline and admin declaration re installment payments.	0.50	\$750.00	\$375.00
YS	07/09/2026	Telephone call to business office @ SD court re filing fee for stip to continue MFA hearing. Email to KN.	0.30	\$250.00	\$75.00
KN	08/11/2026	Work on settlement issues; review questions from CL; advise CL as to each issue	0.40	\$950.00	\$380.00
CL	08/11/2026	Draft Motion for Final Approval; Draft Declaration K. Nordrehaug; Email to Admin re declaration.	4.60	\$750.00	\$3,450.00
KN	08/21/2026	Review and revise draft motion; revise and redline proposed order; email draft motion to Defendant; memo to Team; review billing statement for accuracy; correct issues	2.75	\$950.00	\$2,612.50
CL	08/26/2026	Revise Declaration K. Nordrehaug; Email to Admin re declaration.	2.30	\$750.00	\$1,725.00
YS	08/26/2026	Populate table of content and authorities for MFA.	1.00	\$250.00	\$250.00
CL	08/26/2026	Email from/to M. Nava re admin final approval declaration and report; Receipt and review same.	0.30	\$750.00	\$225.00
KN	08/27/2026	Review and revise draft declaration; work on motion issues; update figures; review Def comments and respond; review billing for accuracy	2.75	\$950.00	\$2,612.50
KN	08/28/2026	Revise motion for final approval; finalize motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	234.15
				Services Subtotal	\$151,650.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/23/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	07/24/2024	One Legal/Court Fees	1.00	\$1,496.33	\$1,496.33
Expense	07/29/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	07/31/2024	One Legal/Court Fees	1.00	\$1,498.69	\$1,498.69
Expense	08/02/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/10/2024	KNOX filing and messenger service	1.00	\$104.15	\$104.15
Expense	09/11/2024	One Legal/Court Fees	1.00	\$21.36	\$21.36
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.25	\$19.25
Expense	09/17/2024	One Legal/Court Fees	1.00	\$15.39	\$15.39
Expense	09/20/2024	One Legal/Court Fees	1.00	\$19.31	\$19.31
Expense	09/23/2024	KNOX filing and messenger service	1.00	\$110.55	\$110.55
Expense	01/02/2025	One Legal - CMC statement	1.00	\$21.37	\$21.37
Expense	01/16/2025	Mediation Fees - Steve Rottman	1.00	\$15,000.00	\$15,000.00
Expense	01/21/2025	Onelegal filing fee	1.00	\$43.06	\$43.06
Expense	02/04/2025	One Legal Filing Fees	1.00	\$72.28	\$72.28
Expense	03/05/2025	Document retrieval fee	1.00	\$1.00	\$1.00
Expense	03/06/2025	Onelegal filing fee	1.00	\$61.95	\$61.95
Expense	04/08/2025	One Legal Filing Fees	1.00	\$21.37	\$21.37
Expense	04/08/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	04/15/2025	Onelegal filing fee	1.00	\$43.06	\$43.06
Expense	05/08/2025	Onelegal filing fee.	1.00	\$25.75	\$25.75
Expense	10/02/2025	One Legal - Joint CMS	1.00	\$23.63	\$23.63
Expense	10/10/2025	Expert Fee - Berger Consulting Group	1.00	\$10,402.50	\$10,402.50
Expense	10/17/2025	Onelegal filing fee	1.00	\$23.63	\$23.63
Expense	01/30/2026	One legal filing charge - motion for preliminary approval	1.00	\$87.86	\$87.86
Expense	02/02/2026	One legal charge	1.00	\$93.15	\$93.15
Expense	03/03/2026	Download charge from Court for order	1.00	\$5.80	\$5.80

Expense	05/05/2026	One legal charge	1.00	\$67.28	\$67.28
Expense	05/19/2026	One legal filing charge	1.00	\$46.46	\$46.46
Expense	05/27/2026	One legal charge	1.00	\$67.28	\$67.28
Expense	06/12/2026	One legal filing charge - stipulation	1.00	\$46.46	\$46.46
Expense	06/17/2026	One legal charge	1.00	\$67.28	\$67.28
Expense	07/01/2026	One legal filing charge - Stipulation	1.00	\$1,081.46	\$1,081.46
Expense	08/28/2026	One legal filing charge - motion for final approval	1.00	\$87.86	\$87.86
Expenses Subtotal					\$30,874.85

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Nicholas De Blouw	42.2	\$850.00	\$35,870.00
Ricardo Ehmann	15.7	\$675.00	\$10,597.50
Christine LeVu	34.6	\$750.00	\$25,950.00
Kyle Nordrehaug	32.25	\$950.00	\$30,637.50
Victoria Rivapalacio	1.7	\$750.00	\$1,275.00
Andrew Ronan	1.6	\$550.00	\$880.00
Adolfo Sanchez Contreras	39.4	\$250.00	\$9,850.00
Brooke Waldrop	18.2	\$750.00	\$13,650.00
Yesenia Silva	18.9	\$250.00	\$4,725.00
Quantity Total			234.15
Subtotal			\$182,524.85
Total			\$182,524.85

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

1	09/27/2026	\$182,524.85	\$0.00	\$182,524.85
Outstanding Balance				\$182,524.85
Total Amount Outstanding				\$182,524.85

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

Please pay within 30 days.

LAFFEY MATRIX

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

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

6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

YESENIA LOMELI, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

STARS INTERVENTION, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

CASE NO.: 24CU002537C

**DECLARATION OF YESENIA LOMELI
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: February 27, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Euketa Oliver
Dept: C-75

Date Filed: July 24, 2024
Trial Date: Not set

DECLARATION OF YESENIA LOMELI IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Yesenia Lomeli, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. During the class period I worked as a Consumer Admin for the Defendant Stars
8 Intervention, Inc. ("Defendant") in California, and during that time period I was classified by
9 Defendant as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. For example, I
18 was required to work off the clock for Defendant both before and after my shifts, and I often did
19 not receive compliant meal and rest breaks which were late, interrupted or missed entirely. In
20 addition, Defendant failed to reimburse me for the use of my personal cell phone for work-related
21 purposes.

22 6. I spoke to my attorneys several times and discussed how Defendant implemented its
23 company policies and procedures. I also assisted my attorneys in their investigation into my claims
24 by providing them documents and answering their questions. I reviewed the complaint before it
25 was filed and, after it was filed, I was given access to an electronic file sharing program that
26 alerted me via email when important documents were filed so that I could review them and keep
27 up with the developments in the case which I understood was one of my duties as a class

28
DECLARATION OF YESENIA LOMELI IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 representative. I would also contact my attorneys from time to time if I had any questions about
2 the case.

3 7. Even though this action is in the process of settling, I was and remain prepared to perform
4 all the duties of a class representative. I understand that as a class representative I have assumed a
5 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I
6 have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
7 class members and surrender any right to compromise the group action for an individual gain.

8 8. I understood that being a plaintiff/class representative in this case meant that I was seeking
9 damages not only for myself but also other current and/or former non-exempt employees working
10 for Defendant in California who make up the class. I felt that these individuals were not aware of
11 their labor law rights and even if they were they would probably be apprehensive about speaking
12 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

13 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
14 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
15 or part of the attorney fees and costs paid by Defendant to defend this lawsuit. Also, I knew there
16 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
17 or downgrade me as a potential hire. As the only named Plaintiff in this case, it would not be
18 difficult for a future employer to become aware that I sued my employer for labor law violations.
19 Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of
20 others regardless of the risks, time and effort I spent on this case.

21 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
22 to date on important developments by reviewing court filings that were made available to me
23 electronically as I described above.

24 11. A mediation took place on September 29, 2025, with Steven J. Rottman, Esq., a well-
25 respected and experienced mediator of wage and hour class actions. The mediation resulted in an
26 agreement to settle the action. I communicated with my attorneys regarding the terms of the
27 settlement which was reached between the parties and understood that I was representing absent

28

DECLARATION OF YESENIA LOMELI IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 class members and therefore wanted the best possible result to be obtained for the class members
2 and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the
3 Memorandum of Understanding on October 9, 2025.

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

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

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

22 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
23 employer, the exposure to being responsible for paying Defendant's costs in the event we did not
24 win the case, the reputational risk that future employers may hold this lawsuit against me, and in
25 light of the size of the settlement, I believe the request for \$15,000 as a Class Representative
26 service payment is fair and reasonable.

27 ///

28 DECLARATION OF YESENIA LOMELI IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

3
4 Executed on 01 / 26 / 2026, at Chula Vista, California.
(city, state)

5
6 

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Yesenia Lomeli

DECLARATION OF YESENIA LOMELI IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT