

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

NAYELI ARROYO, on behalf of the
State of California, as a private attorney
generals,

Plaintiffs,

vs.

CIGNA HEALTH AND LIFE
INSURANCE COMPANY, a Corporation;
CIGNA-EVERNORTH SERVICES INC.,
a Corporation; and DOES 1 through 50,
inclusive, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **VCU312956**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: August 14, 2025

Hearing Time: 8:30a.m.

Judge: Hon. David Mathias

Dept.: 1

Action Filed: September 13, 2024

FAC Filed: January 16, 2025

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiffs Nayeli Arroyo and Ivette Garduno (“Plaintiffs”). As such, I am
4 fully familiar with the facts, pleadings and history of this matter. I am submitting this declaration in
5 support of the Plaintiffs’ Motion to Approve PAGA Settlement in this matter. The following facts are
6 within my own personal knowledge, and if called as a witness, I could and would testify competently
7 to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Cigna Health and Life Insurance Company and Cigna-Evernorth
10 Services, Inc. (“Defendant”) is attached as Exhibit #1. On April 28, 2025 the Parties engaged in a
11 mediation session before mediator Deborah C. Saxe, Esq. Through arms-length negotiations with the
12 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this Action
13 which led to the signing of a Memorandum of Understanding.

14 3. The Litigation –

15 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
16 Workforce Development Agency (“LWDA”) on behalf of Plaintiff Nayeli Arroyo on June 26, 2024,
17 followed by Plaintiff Nayeli Arroyo’s September 13, 2024 amended letter, and Plaintiffs Nayeli
18 Arroyo and Ivette Garduno’s January 28, 2025 amended letter and Plaintiffs Nayeli Arroyo and Ivette
19 Garduno’s July 18, 2025 amended letter providing notice pursuant to Labor Code section 2699.3,
20 subd.(a). requesting authorization from the LWDA to seek civil penalties as provided by the Private
21 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
22 Notices. (Declaration of Sergio J. Puche (“Puche Decl.”), at ¶ 3.) The 65-day notice period for the
23 LWDA to notify of its intent to investigate has expired for all but the July 18, 2025 amended letter.
24 The Parties expect the Second Amended Complaint will be filed prior to the hearing on this instant
25 motion.
26
27
28

1 Plaintiffs and Defendant agreed to mediate with Deborah C. Saxe, Esq. Prior to mediation,
2 Plaintiffs obtained key company documents and data, including an approximately 20% sampling of
3 time and payroll records for the alleged Aggrieved Employees through informal discovery.
4 Additionally, Plaintiffs were provided with sufficient records and data to determine the number of
5 Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the
6 above-described investigation and evaluation, as well as the information exchanged during the
7 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
8 compromise the issues on a fair and equitable basis.

9 (b) Plaintiffs' theory of PAGA liability as argued at mediation alleged that
10 Defendant is liable for off the clock claims due to pre-shift booting up, post-shift calls and referral
11 processing, and arriving early to comply with Defendant's strict Timekeeping, Attendance and
12 Tardiness policies. (Puche Decl. ¶¶ 3(b), 14(a).) Plaintiffs argued, Meal breaks were typically taken
13 by employees based on a daily schedule set by Defendant but were often stuck on calls and were not
14 able to take their lunch prior to the end of the 5th hour. Plaintiffs alleged the Employees typically
15 returned from lunch 5 minutes early to be ready to log into the different systems and be ready to begin
16 working, but they was not allowed to clock in early, before reaching a full 30 minutes by management.
17 Moreover, Plaintiffs argued Defendant's Rest period policy is facially deficient as it does not indicate
18 that employees are free to leave the premises during their Rest periods but does advise of this privilege
19 for their meal periods. Additionally, Plaintiffs asserted Meal premiums and sick pay were underpaid
20 at the hourly rate. Defendant paid employees non-discretionary bonus compensation in the form of
21 "Production Bonus" and "Cigna Bonus Plan" payments. However, these payments were not
22 considered in calculating the regular rate of pay for employees vacation and sick pay. The meal
23 violation rate assuming waiver is 5.5%, mainly from late first meals however, only 75% of the
24 violations had meal premiums paid. Plaintiff's analysis found that 31/3% of shifts greater than 12
25 hours failed to include a recorded 2nd meal break. Employees used their personal cell phone to call
26 and text management and co-workers. Calls and texts would be sent to employees both on and off the
27 clock by supervisors. Additionally, when employees worked from home, they did not receive
28

1 reimbursements for home office expenses. Assuming just \$5 per month, the total amount owed for
2 unreimbursed business expenses including interest is \$158,636.

3 (c) On April 28, 2025, the Parties engaged in a mediation session before Mediator
4 Deborah C. Saxe, Esq., a respected and experienced mediator knowledgeable of both the wage and
5 hour laws and representative claims at issue in this action. Through arms-length negotiations with the
6 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
7 which led to the signing of a Memorandum of Understanding memorializing the settlement.

8 The settlement was negotiated in light of all known facts and circumstances and the uncertainty
9 associated with litigation – including the risk of Plaintiffs not being able to maintain representative
10 claims, the difficulty of proving Plaintiffs’ claims in a manageable trial, the merits of Defendant’s
11 potential defenses, and the significant delay and potential appellate issues inherent to litigation – and
12 was reached after extensive arm’s length negotiations, with the assistance of Mediator Saxe.

13 (d) In addition to the Gross PAGA Settlement Amount, Defendant agreed to pay
14 an Individual Settlement Amount to Plaintiffs in exchange for a settlement of Plaintiffs’ individual
15 claims arising out of her employment and a release of all known and unknown claims against
16 Defendant and the Released Parties under Civil Code § 1542. Defendant has agreed to separately pay
17 Plaintiffs an Individual Settlement to resolve all of their individual claims. The individual claims are
18 not at issue in this action and exist independent and apart from the PAGA claims at issue before the
19 Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims
20 does not strip an Aggrieved Employee of standing, as the state’s authorized representative, to pursue
21 PAGA remedies” nor resolve the PAGA claims.).

22 4. The claim before this Court on this motion is solely the representative claim
23 under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
24 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
25 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross Settlement Amount” payment
26 in the amount of \$1,210,000 to resolve the Released PAGA Claims (hereinafter referred to as the
27 “PAGA Settlement”). From this PAGA Gross Settlement Amount of \$1,210,000, there is a deduction
28

1 of attorneys' fees ("PAGA Counsel Fees Payment") up to \$403,333 (which is one-third of the PAGA
2 Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an
3 amount not to exceed \$25,000, and Settlement Administration Costs ("Administration Expenses
4 Payment") not to exceed \$9,340. (Agreement at ¶¶ 3.2.1-3.2.3).¹ After these deductions, the amount
5 remaining is the "PAGA Penalties Payment", which is estimated to be no less than \$772,327.

6 Of the PAGA Payment amount, sixty-five percent (65%) (no less than \$502,012.55) will be
7 paid to the LWDA and the remaining thirty-five percent (35%) (no less than \$270,314.45) will be paid
8 to the Aggrieved Employees (Agreement at ¶ 3.2.3).² This 65/35 allocation is required by Labor Code
9 §2699 as amended because this Action was filed after June 2024. *See* Cal. Lab Code § 2699 (m)
10 (2024).

11 The PAGA Period is the time period from July 10, 2023 through the earliest of either the date
12 of Court approval of this PAGA settlement or June 28, 2025. (Agreement at ¶ 1.20).

13 For mediation, Defendant represented that there are approximately 921 Aggrieved Employees
14 who worked approximately 33,250 PAGA Pay Periods from July 10, 2023, through April 28, 2025, the
15 date of mediation. Upon entry of final judgment, the Released Parties shall be entitled to a release from
16 the Aggrieved Employees for any "Released PAGA Claims", which means all claims for PAGA
17 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
18 Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred
19 during the PAGA Period means all claims for PAGA Penalties that were alleged, or reasonably could
20 have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices
21 submitted by Plaintiff to the LWDA, (collectively the "Released PAGA Claims"). (Agreement at ¶5.3).

23 ¹ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
24 Payment less than the amounts requested, the Administrator will allocate the remainder of these
25 amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent the Administration Expenses
are less, or the Court approves payment less than \$9,340, the Administrator will allocate the remainder
of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

26 ² "Aggrieved Employee" means all individuals employed by Defendants in hourly, non-exempt
27 positions in California at any time during the PAGA Period. The PAGA Period is the period from June
28 10, 2023, through the earliest of either the date of Court approval of this PAGA settlement or June 26,
2025. (Agreement at ¶¶ 1.4 and 1.20).

1 The Released PAGA Claims expressly excludes all other claims, including Plaintiff's individual claims,
2 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside
4 of the PAGA period. (*Id.*)

5 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
6 Plaintiffs included in "Plaintiffs' Release" which include: Plaintiffs and their former and present
7 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
8 successors, and assigns generally, release and discharge Released Parties from all claims, transactions,
9 or occurrences, including, but not limited to: (a) representative claims that could have been assessed
10 upon and collected from the Released Parties under California Labor Code section 2698, *et seq.*,
11 including any and all claims for civil penalties recoverable under PAGA known or unknown, arising
12 during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notices,
13 including Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.3, 226.7, 227.3, 246,
14 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2699(f)(2) California Code of
15 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
16 Section 1 1070(14) (Failure to Provide Seating) and for violations of the applicable IWC Wage Orders
17 (including, *inter alia*, Wage Orders 4-2001), and any resulting claim for attorneys' fees and costs under
18 PAGA ("Plaintiffs' Release"). Plaintiffs' Release does not extend to their individual claims being
19 separately settled with the individual settlement agreements, any claims or actions to enforce this
20 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
21 security benefits, workers' compensation benefits that arose at any time, or based on occurrences
22 outside the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from,
23 or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless,
24 that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or
25 additional facts or Plaintiffs' discovery of them. Additionally, Aggrieved Employees for claims
26 included in the "Release by Aggrieved Employees", on behalf of themselves and their respective former
27 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
28

Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices. (collectively the "Release by Aggrieved Employees"). (Agreement at ¶ 5.2). The Released Parties" means Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns. (Agreement at ¶ 1.27).

Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. (Agreement at ¶ 3.2.1, 4.4).³ 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. (*Id.* at ¶ 4.4.1) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

5. The Parties believe that the PAGA Settlement amount is fair and reasonable and therefore "shall" be reviewed and approved. Here, the Gross PAGA Settlement Amount of \$1,210,000 is more than other PAGA settlements as it constitutes approximately \$36.39 per pay period. (Declaration of Puche, at ¶ 5.)

This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially \$3,325,000 based on 33,250 pay periods applicable to the Aggrieved Employees during the PAGA Period.⁴ (Declaration of Puche, at ¶¶ 5,14(b)-(c)).

³ Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, shall not precede disbursement of Individual PAGA Payments. (Agreement at ¶4.4).

⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of \$3,325,000 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty

1 Importantly, however, these calculations were performed at the maximum statutory rate for the
2 penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California
3 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
4 penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust,
5 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
6 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
7 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than
8 Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay
9 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only
10 \$166,250, which is less than half of what this settlement provides.

11 6. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation
12 for each period the employee worked in relation to meal or rest period violations, failure to pay
13 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
14 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
15 due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated,
16 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs'
17 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
18 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to
19 liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
20 the PAGA notification should be awarded because the violations were not intentional, and at least one
21 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
22 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
23 violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that
24 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that
25 the action is settled in the manner and upon the terms and conditions set forth in the Agreement in
26

27 per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
28 availability of stacking penalties.

1 order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as
2 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest
3 the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
4 adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims
5 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
6 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
7 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
8 mediator, Deborah C. Saxe, Esq. As set forth in the accompanying proof of service, the LWDA has
9 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
10 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
11 situation where the Court needs to be concerned about the rights of absent employees as in a class
12 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
13 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
14 to look out for its own rights.

15 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
16 amount of \$403,330 representing one-third of the \$1,210,00 Gross PAGA Settlement Amount. The
17 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
18 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
19 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
20 \$1,210,000, and this result justifies the requested fees equal to one third of this recovery. This
21 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
22 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
23 504, (2016). Second, the fee award is justified by the work performed and contributions to the case.
24 The fee award is less than PAGA Counsel's current lodestar of \$147,247.50 representing a 2.7, with
25 significant additional work to be performed. As detailed in the accompanying billing statement from
26 BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for my
27 firm in this court matter as of July 21 2025, is \$147,247.50 for more than 207 hours of work
28

1 prosecuting the claims being resolved by this Settlement. This time does not include time incurred
2 after the billing was finalized and the time spent managing the completion of the settlement, which I
3 estimate will add another \$20,000 in additional lodestar. Third, the consideration of the enhancement
4 factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to
5 account for the risk of non-payment, delay in payment, the quality of work, and the novelty and
6 difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee award
7 is less than the lodestar, there can be no question of the reasonableness of the award.

8 8. The award of Counsel Litigation Expenses Payment is based upon the actual expenses
9 incurred by PAGA Counsel, which currently are \$16,535.91 which is less than the \$35,000 allocation
10 for costs in the Agreement, so the difference of \$18464.09 will be added to the PAGA Payment
11 amount. The litigation expenses incurred by BNBD total \$16,535.91 and were all reasonably necessary
12 to the litigation. The specific itemization of costs incurred by my firm are detailed in Exhibit #2
13 attached hereto.

14
15 Experience and Qualifications

16 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
17 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
19 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
20 LLP have been appointed lead counsel in hundreds of contested motions for class certification
21 including many consolidated wage and hour matters.

22 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
23 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
24 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
25 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
26 the Ninth Circuit of the importance of the substantive rights of the State of California under the
27 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
28

1 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
2 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
3 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
4 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
5 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
6 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
7 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
8 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
9 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

10 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
11 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
12 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
13 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
14 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
15 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
16 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
17 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
18 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
19 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
20 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
21 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
22 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
23 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
24 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
25 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
26 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
27 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
28

1 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
2 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
3 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
4 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
5 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
6 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
7 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
8 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
9 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
10 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
11 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
12 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
13 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
14 negotiated, and which courts have approved.

15 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
16 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
17 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
18 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
19 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
20 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
21 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
22 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
23 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
24 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
25 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
26 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
27 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
28

1 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
2 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
3 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
4 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
5 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
6 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
7 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
8 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
9 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
10 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
11 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
12 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
13 No. 30-2008-00231219 (Nov. 23, 2009).

14 (d) Over the course of the litigation, a number of attorneys in the firm have worked
15 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
16 firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
17 cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
19 litigation experience, much of it in the area of consumer class actions, employment class actions,
20 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
21 have extensive experience in cases involving labor code violations and overtime claims. Class
22 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
23 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
24 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
25 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
26 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
27 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
28

1 defendants and their capable and experienced counsel. On account of the concerted and dedicated
2 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
3 taking other cases, and in fact, had to turn away other potential fee generating cases.

4 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
5 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
6 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
7 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
8 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
9 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
10 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
11 'in line with those prevailing in the [relevant] community'—the Central District of California".
12 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
13 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
14 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
15 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
16 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
17 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
18 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
19 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
20 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
21 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
22 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
23 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
24 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
25 rates charged by this firm for comparable work are less than these examples and are therefore
26 undoubtedly reasonable.

11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In addition, the LWDA is being served with this motion which includes the Agreement, as verified in the proof of service.

12. Settlement Administration – Apex Class Action Administration, (“Apex”) was selected as the Settlement Administrator based upon their estimate. We obtained estimates from Apex Class Action Administration (“APEX”), and ILYM using the same criteria. The ILYM estimate provides for Administration Expenses in the amount of \$8,750. The APEX estimate was \$8,490. As a result, the lowest bid from Apex was selected by the Parties. A Declaration from Apex is submitted in support of this motion which addresses their qualifications and their estimate as Exhibit #6.

13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

14. PAGA Penalties Valuation

(a) Plaintiffs’ theory of PAGA liability as argued at mediation alleged that Defendant is liable for off the clock claims due to pre-shift booting up, post-shift calls and referral processing, and arriving early to comply with Defendant’s strict Timekeeping, Attendance and Tardiness policies. Plaintiffs argued, Meal breaks were typically taken by employees based on a daily schedule set by Defendant but were often stuck on calls and were not able to take their lunch prior to the end of the 5th hour. Plaintiffs alleged the Employees typically returned from lunch 5 minutes early to be ready to log into the different systems and be ready to begin working, but they was not allowed to clock in early, before reaching a full 30 minutes by management. Moreover, Plaintiffs argued Defendant’s Rest period policy is facially deficient as it does not indicate that employees are free to leave the premises during their Rest periods but does advise of this privilege for their meal periods. Additionally, Plaintiffs asserted Meal premiums and sick pay were underpaid at the hourly rate. Defendant paid employees non-discretionary bonus compensation in the form of “Production Bonus” and “Cigna Bonus Plan” payments. However, Plaintiff argued that these payments were not considered in calculating the regular rate of pay for employees vacation and sick pay. The meal violation rate assuming waiver is 5.5%, mainly from late first meals however, only 75% of the violations had meal

1 premiums paid. Plaintiff's analysis found that 31/3% of shifts greater than 12 hours failed to include
2 a recorded 2nd meal break. Employees used their personal cell phone to call and text management and
3 co-workers. Calls and texts would be sent to employees both on and off the clock by supervisors.
4 Additionally, when employees worked from home, they did not receive reimbursements for home
5 office expenses. Assuming just \$5 per month, the total amount owed for unreimbursed business
6 expenses including interest is \$158,636.

7 On April 28, 2025, the Parties engaged in an all-day mediation

8 (b) For mediation, Defendant represented that there are approximately 921 Aggrieved
9 Employees who worked approximately 33,250 PAGA Pay Periods from July 10, 2023, through April
10 28, 2025, the date of mediation

11 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
12 statutory PAGA civil penalties was potentially \$2,500,000 without stacking based on 5,500 pay
13 periods applicable to the 819 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay
14 period.⁵

15 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
16 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
17 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
18 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
19 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
20 would be only \$125,000 at trial, which is far less than this settlement provides.

21 (e) Plaintiff believes that under the new standard announced by the California Supreme
22 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
23 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,

24 _____
25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$40,000,000 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
2 were intentional or knowing as those terms are used in the Labor Code.

3 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
4 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
5 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
6 argue that the violations are because of a change in law, and not any intentional or knowing violation
7 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
8 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
9 unnecessary.

10 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
11 suffered a violation for each period the employee worked in relation to meal or rest period violations,
12 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
13 itemized wage statements, failure to reimburse employees for required expenses, failure to maintain
14 records, failure to provide suitable seating, and failure to pay wages when due. Defendant maintains
15 that Plaintiff and the Aggrieved Employees were properly compensated, and that it did not violate the
16 Labor Code. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted
17 in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement.
18 Defendant has maintained and offered information supporting that it pays employees all wages,
19 provides compliant meal and rest breaks, reimburses for all reasonably incurred business expenses,
20 and prohibits off-the-clock work. Defendant asserted additional defenses to the PAGA claim, not only
21 as to liability but also as to the amount of the penalties. Defendant asserted that no penalties prior to
22 the PAGA notification should be awarded because the violations were not intentional. These defenses
23 present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought
24 may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and
25 costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and
26 reasonable.

16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement Amount of \$1,210,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

17. The release of claims is limited “all claims for PAGA penalties appears in the Agreement at paragraph 5.2. The release makes clear that it binds only the named Plaintiff and the State of California. The “Released Parties” are limited to “Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries or affiliates”. (Agreement at ¶1.26). The release at paragraph 5.2 is appropriately limited to means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly excluding Plaintiff’s Individual Settlement which is subject to a separate confidential settlement agreement and release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims outside of the PAGA period.”

18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of July 2025, at Salem, Oregon.

/s/ Sergio J. Puche
Sergio J. Puche

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs NAYELI ARROYO and IVETTE GARDUNO on one hand (“Plaintiffs”) and defendants CIGNA HEALTH AND LIFE INSURANCE COMPANY and CIGNA-EVERNORTH SERVICES, INC. on the other hand (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Nayeli Arroyo v. Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.*; PAGA Notice sent on June 26, 2024, filed on September 13, 2024, and pending in Tulare County Superior Court, Case No. VCU312956.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all individuals employed by Defendants in hourly, non-exempt positions in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods. This information shall be treated as and remain completely confidential and shall be used solely to manage the settlement administration process described herein. The Settlement Administrator shall not share or disclose the Covered Employees List to Plaintiff’s Counsel, Plaintiff, or any other party.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Tulare.
- 1.8. “Defendants” means named Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.

- 1.9. “Defense Counsel” means Littler Mendelson P.C., the attorneys representing Defendants in the Action.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court orders the entry of a Judgment on its Order Approving the PAGA Settlement and (b) the day the Court enters that Judgment.
- 1.11. “Gross Settlement Amount” means One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The Gross Settlement Amount does not include the Plaintiffs’ separate individual settlement for individual non-PAGA claims that will be separately memorialized in a confidential settlement agreement and separately funded by Defendants (“Individual Settlement”).
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.15. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

- 1.20. “PAGA Period” means the period from July 10, 2023, through the earliest of either the date of Court approval of this PAGA settlement or June 28, 2025.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice(s)” means Plaintiff Nayeli Arroyo’s June 26, 2024 letter, Plaintiff Nayeli Arroyo’s September 13, 2024 amended letter, and Plaintiffs Nayeli Arroyo and Ivette Garduno’s January 28, 2025 amended letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.
- 1.24. “Plaintiffs” means Nayeli Arroyo, the named plaintiff in the Action, and Ivette Garduno, who filed the January 28, 2025, amended PAGA notice along with Nayeli Arroyo and will be named as a plaintiff in the Second Amended Complaint.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On September 13, 2024, Plaintiff Nayeli Arroyo commenced this Action by filing a PAGA Complaint against Cigna Health and Life Insurance Company and other entities. On January 16, 2025, Plaintiff Nayeli Arroyo filed a First Amended PAGA Complaint against Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc. Plaintiffs Nayeli Arroyo and Ivette Garduno will file a Second Amended Complaint to add Ivette Garduno as a Plaintiff. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to

Defendants and the LWDA by sending the PAGA Notices.

- 2.3. On April 28, 2025, the Parties participated in an all-day mediation presided over by Deborah C. Saxe, Esq., which led to this Agreement to settle Plaintiffs' representative claims on behalf of the allegedly aggrieved employees and Individual Settlement to settle Plaintiffs' individual claims in the Action.
- 2.4. Prior to mediation, Plaintiffs obtained key company documents and data, including an approximately 20% sampling of time and payroll records for the alleged Aggrieved Employees through informal discovery.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that there is one pending matter against Defendants that was filed on June 25, 2025, which asserts claims that will be extinguished or affected by the Settlement, *Nathalie Ortiz v. Cigna-Evernorth Services, Inc., et al.*, Ventura County Superior Court Case No. 2025CUOE046382.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,210,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 7.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$403,333 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds

Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$9,340 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$9,340 the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of not less than \$772,327 to be paid from the Gross Settlement Amount, with 65% (no less than \$502,012.55) allocated to the LWDA PAGA Payment and 35% (no less than \$270,314.45) allocated to the Individual PAGA Payments.
 - 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (no less than \$270,314.45) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employees' PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.3.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, Defendants estimate there are 921 Aggrieved Employees who worked a total 33,250 PAGA Pay Periods from July 10, 2023, through April 28, 2025, the date of mediation.
- 4.2. Aggrieved Employee Data. Within thirty (30) days of the Effective Date Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty [180] days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code section 2698, *et seq.*, including any and all claims for civil penalties recoverable under PAGA known or unknown, arising during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notices, including Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating) and for violations of the applicable IWC Wage Orders (including, *inter alia*, Wage Orders 4-2001), and any resulting claim for attorneys' fees and costs under PAGA ("Plaintiffs' Release"). Plaintiffs' Release does not extend to their individual claims being separately settled with the individual settlement agreements, 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 PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Plaintiffs' Individual Claims. Pursuant to a separate confidential settlement agreements, in addition to the Gross Settlement Amount, Defendants have agreed to separately pay Plaintiffs Individual Settlements to resolve all of their individual claims. The Individual Settlements will be paid by the Settlement Administrator. The Individual Settlement is made in exchange for a general release of all individual claims arising out of employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which will be detailed in a separate confidential settlement agreements.

5.3 Release by Aggrieved Employees.

All Aggrieved Employees 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

5.4 Release by PAGA Counsel.

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. AGGRIEVED EMPLOYEES BOUND BY JUDGMENT.

- 6.1. Upon entry of Judgment, Aggrieved Employees will be bound by the Judgment, and therefore will be precluded from bringing any PAGA claim that was alleged in the Operative Complaint or in the PAGA Notices, or that reasonably could have been alleged in the Operative Complaint and/or in the PAGA Notices, based upon or arising out of the facts alleged therein that occurred during the PAGA Period. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Agreement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to 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. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that there is one pending matter against Defendants that was filed on June 25, 2025, which asserts claims that will be extinguished or affected by the Settlement, *Nathalie Ortiz v. Cigna-Evernorth Services, Inc., et al.*, Ventura County Superior Court Case No. 2025CUOE046382.
- 7.2. Responsibilities of PAGA Counsel. Subject to Defense Counsel's review and approval prior to filing, PAGA Counsel shall be responsible for expeditiously preparing, finalizing and filing the stipulation and/or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

- 7.4. Effect of Non-Approval. This Agreement will be null and void if this settlement is not approved by the appropriate Court, provided that the Parties will work together in good faith to cure any issues giving rise to the denial of approval, and that denial only after such efforts will nullify the settlement.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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. 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.
- 8.5. Disputed Claims. For disputed claims, Defendants' records will be presumed accurate. If an individual disputes Defendants' records, he or she will have the burden of proof to establish otherwise with documentary evidence.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate there were approximately 921 employees who worked approximately 33,250 PAGA Pay Periods from July 10, 2023, through April 28, 2025. If it is determined that the number of pay periods during the PAGA Period exceeds 36,575 (33,250 plus 10% of 36,250), then Defendants may elect to either (a) end the PAGA Period on that date on which the number of pay periods reached 36,575, or (b) increase the Gross Settlement Amount in proportion to the increased percentage— for example, if such increase in pay periods is 14% over 33,250 pay periods, the Gross Settlement Amount will increase by 4%.

10. 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 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.

10.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' 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).

11.2. 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.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their

best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.5. No 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.
- 11.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7. 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.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. 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.
- 11.10. 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.
- 11.11. Confidentiality. Absent Defendants' advance written consent, the terms of this Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the media or the public at large. Nothing in this provision is intended to prohibit: (a) Plaintiffs from discussing this Agreement with their spouses, attorneys, or tax advisors, (b) Plaintiffs' counsel from citing the Agreement in public court filings as evidence supporting their competence as counsel in wage/hour and/or class action matters, or (c) Plaintiffs' counsel from communicating with Plaintiffs, with the Aggrieved Employees about the settlement, with the LWDA, or with the Court.
- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data

provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 11.13. 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.
- 11.14. 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.
- 11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Norman B. Blumenthal, SBN 068687
norm@bamlawca.com
Kyle R. Nordrehaug, SBN 205975
kyle@bamlawca.com
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858.551.1223

To Defendants:

Keith Jacoby, SBN 150233
kjacoby@littler.com
Shahram Samie, SBN 268025
ssamie@littler.com
Nicole Vongchamglor, SBN 278523
nvongchamglor@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

Telephone: 310.553.0308
Facsimile: 310.553.5583

10.1 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.

10.2 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs:

Dated: July ¹⁵ __, 2025


Nayeli Arroyo (Jul 15, 2025 11:03 PDT)

Plaintiff Nayeli Arroyo

Dated: July ¹⁵ __, 2025


Ivette Garduno (Jul 15, 2025 11:24 PDT)

Plaintiff Ivette Garduno

Defendants:

Dated: July __, 2025

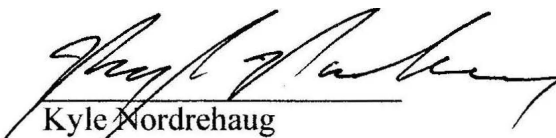
By: Julia Stubstad
Defendants Cigna Health and Life Insurance Company
and Cigna-Evernorth Services, Inc.

Approved as to form:

Dated: July __, 2025

Keith Jacoby
Shahram Samie
Nicole Vongchanglor
Counsel for Defendants

Dated: July 15, 2025



Kyle Nordrehaug
Counsel for Plaintiffs

Telephone: 310.553.0308
Facsimile: 310.553.5583

10.1 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.

10.2 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs:

Dated: July __, 2025

Plaintiff Nayeli Arroyo

Dated: July __, 2025

Plaintiff Ivette Garduno

Defendants:

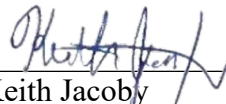
Dated: July 15 2025



By: Julia Stubstad
Defendants Cigna Health and Life Insurance Company
and Cigna-Evernorth Services, Inc.

Approved as to form:

Dated: July 15, 2025



Keith Jacoby
Shahram Samie
Nicole Vongchanglor
Counsel for Defendants

Dated: July __, 2025

Norman B. Blumenthal
Kyle R. Nordrehaug
Counsel for Plaintiffs

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/21/2025
Due On: 08/20/2025

Nayeli Arroyo
1849 S Crenshaw Street
Visalia, CA 93277

CA3308

Cigna Health (Arroyo)

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	05/14/2024	Review and analyze original intake notes. Legal research regarding related litigation against Defendant in state and federal court. Review and research Defendant's business operations in CA. Review claims update with Plaintiff.	3.80	\$850.00	\$3,230.00
NDB	05/16/2024	Review and research individual claims for DFEH and retaliation. Review and analyze off the clock work tasks. Legal research.	3.10	\$850.00	\$2,635.00
NDB	05/20/2024	Review entire employment file for wage and hour claims. Review all pay stubs for regular rate and wage statement violations. Legal research. Obtain background facts for complaint.	4.20	\$850.00	\$3,570.00
NDB	05/23/2024	Review facts and law. Draft Complaint.	3.90	\$850.00	\$3,315.00
NDB	06/05/2024	Review case file. Draft complaint.	3.70	\$850.00	\$3,145.00
NDB	06/21/2024	Review and analyze arbitration agreement terms. Legal research enforceability and recent decisions.	3.30	\$850.00	\$2,805.00
NDB	06/22/2024	Review and revise complaint per Plaintiff's instructions. Send complaint for approval to file. Discuss claims and process of lawsuit with Plaintiff.	2.10	\$850.00	\$1,785.00
NDB	06/23/2024	Review case file. Draft internal case notes memo	2.00	\$850.00	\$1,700.00

		detailing specific facts and claims.			
KN	06/24/2024	Review research and notes from ND; analysis of facts and claims; review draft complaint; provide input.	2.00	\$950.00	\$1,900.00
NDB	06/26/2024	Review and research PAGA penalties. Draft PAGA Notice.	2.20	\$850.00	\$1,870.00
JH	08/16/2024	Review file; discuss matter with ND	1.20	\$750.00	\$900.00
JH	08/19/2024	Review file; review/respond to corresp. from defense counsel re records request per LC 1198.5	0.40	\$750.00	\$300.00
RE	09/01/2024	Review & analyze employment file documents	0.50	\$675.00	\$337.50
RE	09/01/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	09/02/2024	Review, edit & revise class action complaint; finalize draft for filing	2.50	\$675.00	\$1,687.50
RE	09/03/2024	Review & finalize class action complaint package; file in Tulare Sup Ct.	1.00	\$675.00	\$675.00
RE	09/03/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
SP	09/04/2024	Reviewed correspondence, discussed with team, verified tracking and sent tracking information to Opposing Counsel.	0.90	\$675.00	\$607.50
SP	09/09/2024	Reveiwed correspondence, conducted legal research and sent correspondence re: 1198.5 request.	0.30	\$675.00	\$202.50
RE	09/11/2024	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	09/11/2024	Review file; prep docs for service of process re class action; identify reg. agents; send out for service of process for all defendants	1.00	\$675.00	\$675.00
JH	09/12/2024	Discuss matter with ND with respect to recent 1198.5 docs and potential amended PAGA notice	0.50	\$750.00	\$375.00
KN	09/12/2024	Review status of action and filed documents; review final complaint; analysis of claims	1.00	\$950.00	\$950.00
SP	09/13/2024	Reveiwed PAGA notice and complaint. Ensured service of PAGA notice and uploaded to the LWDA website. Saved confirmation to file and advised team to calendar filing trigger date.	1.20	\$675.00	\$810.00
RE	09/13/2024	Confer w ND & team re amended PAGA notice	0.30	\$675.00	\$202.50

RE	09/13/2024	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
RE	09/13/2024	Draft summons & civil case cover sheet re PAGA action	0.50	\$675.00	\$337.50
RE	09/13/2024	Review & finalize PAGA only complaint package; file in Tulare Sup. Ct.	0.75	\$675.00	\$506.25
RE	09/13/2024	Review court returned docs re PAGA action; review docket; memo to firm re department/ judicial assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	09/13/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	09/13/2024	Review file; prep docs for service of process re PAGA action; identify reg. agent for all defendants; send out for service	1.00	\$675.00	\$675.00
KN	09/14/2024	Review status of PAGA action and filed documents; review final PAGA complaint; analysis of claims and PAGA penalty theories	0.80	\$950.00	\$760.00
RE	09/16/2024	File proof of service of summons re all defendants; memo to firm re post service written discovery re class action	1.00	\$675.00	\$675.00
HD	09/17/2024	Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00
RE	09/18/2024	File proof of service of summons re all defendants re PAGA action	0.50	\$675.00	\$337.50
JH	09/27/2024	Review/analyze Arb Agreement; discuss with KN; research and advise team re next steps	1.60	\$750.00	\$1,200.00
KN	09/27/2024	Review arbitration agreement; analysis of arbitration issues; advise JH	0.40	\$950.00	\$380.00
HD	09/27/2024	Draft Plaintiff's Request and [Proposed] Order For Dismissal of Action Without Prejudice; Declaration ISO Request For Dismissal of Action Without Prejudice Pursuant to CRC 3.770 and Proof of Service.	0.50	\$250.00	\$125.00
HD	10/01/2024	Execute and finalize Proof of Service. Process and submit Request and [Proposed] Order For Dismissal Without Prejudice to Court for filing via One Legal and Serve via US Mail on Agent for Service.	0.50	\$250.00	\$125.00
KN	10/01/2024	Review status; review dismissal documents; advise staff	0.30	\$950.00	\$285.00
TM	10/02/2024	Reviewed and analyzed Defendant's meet and	0.40	\$450.00	\$180.00

confer letter re arb.					
JH	10/04/2024	Additional analysis of Arb Agreement; research recent authority re PAGA carve outs; meet and confer call with defense counsel; discuss with team and advise	1.20	\$750.00	\$900.00
KN	10/04/2024	Review research and analysis from JH; analyze arb issues in context of PAGA claim; provide input	1.00	\$950.00	\$950.00
HD	10/10/2024	Draft Plaintiff's Request and [Proposed] Order for Dismissal of Individual Non-Representative Paga Claim Without Prejudice; Declaration of Sergio Puche ISO and Proof of Service.	0.50	\$250.00	\$125.00
JH	10/11/2024	Review/analyze docs in file from clients; create exhibit book	2.40	\$750.00	\$1,800.00
JH	10/16/2024	Review/analyze Defendant's answer; circulate	0.30	\$750.00	\$225.00
TM	10/17/2024	Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00
KN	10/18/2024	Review research and analysis from staff regarding PAGA claims and amendment; analyze issues; provide input to staff	1.00	\$950.00	\$950.00
RE	11/17/2024	Review file & employment file documents; legal research re PAGA SOL; draft memo to team re procedural options re new defendant Cigna-Evernorth Services Inc. re PAGA action/stip for leave to amend etc.	4.50	\$675.00	\$3,037.50
JH	11/18/2024	Discuss PAGA amendment with RE and ND; advise TM; review/revise draft FAC; f/u corresp w defense counsel re mediation	1.50	\$750.00	\$1,125.00
RE	11/18/2024	Revise email/memo to team re PAGA SOL re new defendant; confer with team re next steps; phone conference with JH re procedural options and final decision re amended complaint	1.50	\$675.00	\$1,012.50
RE	11/18/2024	Draft Amended PAGA-Only Complaint; forward to team w redline version	2.00	\$675.00	\$1,350.00
TM	11/18/2024	Reviewed and revised stipulation to file FAC; discussed with team; email to OPC re stipulation to file FAC.	0.70	\$450.00	\$315.00
KN	11/18/2024	Review emails; review draft FAC	0.30	\$950.00	\$285.00
TM	11/19/2024	Email to OPC re stip to file FAC.	0.20	\$450.00	\$90.00
TM	11/26/2024	Email to OPC re stipulation to file FAC.	0.20	\$450.00	\$90.00
JH	12/02/2024	F/u corresp w defense counsel re mediation; discuss with team re def revision to joint stip to amend complaint	0.50	\$750.00	\$375.00

AB	12/02/2024	Book mediation. Review case / draft mediation data request.	3.00	\$895.00	\$2,685.00
JH	12/03/2024	Review file; discuss with ND and TM re potential dismissal/addition of certain defendants	0.60	\$750.00	\$450.00
TM	12/03/2024	Reviewed file; discussed status of stip with team; email to OPC re stipulation to file FAC.	0.60	\$450.00	\$270.00
TM	12/03/2024	Email to and from OPC re stip to file FAC.	0.40	\$450.00	\$180.00
TM	12/04/2024	Planned and prepared for meet and confer call with OPC re stipulation to file FAC; Meet and confer call with OPC re Stipulation to File FAC.	1.20	\$450.00	\$540.00
TM	12/06/2024	Revised FAC and stipulation to file FAC; email to and from OPC re stipulation.	1.00	\$450.00	\$450.00
JH	12/06/2024	Review/analyze revised stip to amend	0.30	\$750.00	\$225.00
TM	12/10/2024	Finalized stipulation to file FAC; email to OPC re stipulation.	0.40	\$450.00	\$180.00
HD	12/11/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation For Leave to File First Amended Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	12/19/2024	Email to and from OPC re CMC meet and confer.	0.40	\$450.00	\$180.00
TM	12/20/2024	Meet and confer with OPC re upcoming CMC.	0.60	\$450.00	\$270.00
TM	12/30/2024	Email from OPC re stipulation to stay matter pending mediation; reviewed Defendant's proposed stipulation	0.50	\$450.00	\$225.00
JH	12/30/2024	Review/revise drat stip to stay pending mediation; advise TM	0.40	\$750.00	\$300.00
TM	12/30/2024	Revised stipulation to stay pending mediation; discussed with team; email to OPC re stipulation.	0.50	\$450.00	\$225.00
TM	12/31/2024	Email to OPC re stipulation to stay.	0.20	\$450.00	\$90.00
TM	12/31/2024	Email to and from OPC re CMC statement; drafted Plaintiff's CMC Statement; drafted POS and filed CMC statement.	0.80	\$450.00	\$360.00
TM	01/01/2025	Reviewed and analyzed Defendant's CMC Statement.	0.40	\$450.00	\$180.00
TM	01/08/2025	Reviewed Court's order re stip to file FAC.	0.20	\$450.00	\$90.00
SP	01/08/2025	Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.	0.20	\$675.00	\$135.00

HD	01/16/2025	Review ROA and status of Stipulation and Proposed Order for Leave to File FAC. Discussion with Attorney Moran regarding status. Telephone call to the Court Records department and obtain copy of Executed/filed Order for Leave to File FAC. Receive and upload to electronic file.	0.50	\$250.00	\$125.00
HD	01/16/2025	Execute and finalize Proof of Service. Process and submit First Amended Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	01/17/2025	Obtain and download Filed First Amended Representative Action Complaint. Upload and save to electronic file. Upload to the LWDA Website.	0.50	\$250.00	\$125.00
NDB	01/23/2025	Review and analyze original intake notes of add rep Garduno. Review and analyze entire employment file including pay stubs and arbitration agreement, Legal research. Review court docket and case file.	3.20	\$850.00	\$2,720.00
NDB	01/28/2025	Review case file. Draft SAC. Draft Amended PAGA Notice. Analyze claims and law. Research numerous additional defendants in CA Sec. of State database to add as joint- employers.	2.90	\$850.00	\$2,465.00
SB	02/25/2025	Review/revise complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
NDB	04/01/2025	Review discovery produced to date. Review and analyze case file. Review data produced for mediation purposes. Legal research Prepare for mediation.	4.30	\$850.00	\$3,655.00
NDB	04/04/2025	Review pay stub exemplars for regular rate and wage and hour claims. Analyze time punch data for meal break claims. Prepare for mediation. Legal research.	3.80	\$850.00	\$3,230.00
NDB	04/07/2025	draft mediation brief inserts. Review facts and law. Legal research.	4.10	\$850.00	\$3,485.00
JH	04/14/2025	Review/analyze Defendant's mediation doc/data production; circulate and advise team	1.50	\$750.00	\$1,125.00
JH	04/17/2025	F/u corresp w expert re mediation data and analysis	0.40	\$750.00	\$300.00
JH	04/18/2025	Review/analyze additional mediation doc/data from Defendant; circulate	0.70	\$750.00	\$525.00
HD	04/18/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
JH	04/21/2025	Further review docs in file; assess updated	2.00	\$750.00	\$1,500.00

		mediation figures; revise mediation brief; advise SP			
SB	04/21/2025	Speak with client as to claims for revision of original PAGA notice	2.80	\$450.00	\$1,260.00
NDB	04/21/2025	Research previous settlements with similar claims and pay periods for mediation valuation. Analyze recent arbitration agreement opinions. Review doc file.	2.40	\$850.00	\$2,040.00
KN	04/21/2025	Review emails; review draft mediation birefe and materials; provide input	1.00	\$950.00	\$950.00
HD	04/22/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	\$250.00	\$50.00
JH	04/23/2025	Review/analyze additional production of documents and data by defendant for mediation; circulate and advise experts	0.80	\$750.00	\$600.00
SB	04/23/2025	Speak with client, calculate individual damages, add to case notes and advise AJB	2.80	\$450.00	\$1,260.00
JH	04/24/2025	Review expert mediation analysis; discuss with SP; analyze additional mediation docs sent by Defendant	1.50	\$750.00	\$1,125.00
SP	04/24/2025	Reveiwed and analyzed documents from Defendant and organized in exhibit book. Reviewed documents, docket, pleadings and case notes and drafted Mediation Brief. Discussed facts with client. Discussed with AJB.	8.90	\$675.00	\$6,007.50
AB	04/25/2025	Finalize and file mediation brief.	2.00	\$895.00	\$1,790.00
KN	04/26/2025	Review mediation brief and documents in exhibit book; analysis of mediation and settlement issues; provide input on issues for mediation	1.00	\$950.00	\$950.00
NDB	04/27/2025	Review all mediation materials including briefs and exhibits thereto. Analyze expert penalty report and notes and assumptions. Prepare for mediation.	1.90	\$850.00	\$1,615.00
JH	04/28/2025	Review docs; discuss with AJB and advise re issues presented at mediation; discuss with AJB re outcome of mediation; review draft MOU	3.50	\$750.00	\$2,625.00
AB	04/28/2025	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	04/28/2025	Attend mediation	8.00	\$450.00	\$3,600.00
JH	04/29/2025	Review fully executed MOU; discuss with AJB re longform	0.40	\$750.00	\$300.00

NDB	04/29/2025	Review mediation notes and results. Review and analyze MOU terms. Send to Plaintiffs for signature. Discuss terms and amounts with Plaintiffs. Follow up for signatures.	1.30	\$850.00	\$1,105.00
KN	04/29/2025	Review final MOU; analysis of issues for long form and approval; advise staff	0.75	\$950.00	\$712.50
HD	05/14/2025	Review ROA and status of the matter. Including recent orders. Draft shell for CMC (CM110). Forward to attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
HD	05/14/2025	Draft Stipulation and Proposed Order for Leave to File Second Amended Representative Action. Forward to attorney Herman.	1.00	\$250.00	\$250.00
JH	05/15/2025	F/u with defense counsel re longform agreement draft; advise team re FAC; review file and draft CMC stmt; advise HD re filing	0.50	\$750.00	\$375.00
SP	05/28/2025	Reviewed and analyzed case file, docket and register of actions for scheduling and deadlines. Advised team.	0.30	\$675.00	\$202.50
JH	05/29/2025	Begin review/analysis of Defendant's draft longform agreement	0.50	\$750.00	\$375.00
JH	05/30/2025	Review/analyze Defendant's draft longform agreement; discuss with KN; request settlement admin bids from potential administrators	1.50	\$750.00	\$1,125.00
SP	05/30/2025	Reviewed and analyzed, reps folder, case notes, mediation brief, term sheet and second amended Complaint and Amended PAGA Notice. Discussed with team. Requested Ortiz PAGA notice from Defendant.	0.80	\$675.00	\$540.00
KN	05/30/2025	Review draft Agreement; discuss with JH; analysis of issues	1.00	\$950.00	\$950.00
JH	06/02/2025	Discuss with SP re CMC; advise	0.30	\$750.00	\$225.00
JH	06/04/2025	Further discuss individual agreement with KN; advise defense counsel re position	0.40	\$750.00	\$300.00
KN	06/04/2025	Review status and issues with Agreement; respond to JH	0.30	\$950.00	\$285.00
JH	06/06/2025	Review/revise draft SAC and stip; advise SP	0.40	\$750.00	\$300.00
SP	06/10/2025	Reviewed and analyzed correspondence, pleadings, documents and case notes. Sent follow up email to OPC re: Amended Complaint and Amended PAGA Letter, and Stipulation for leave to file the amended complaint.	0.40	\$675.00	\$270.00
SP	06/13/2025	Reviewed and analyzed correspondence from	0.50	\$675.00	\$337.50

		OPC. Created and sent compare document for FAC and SAC and sent to OPC.			
KN	06/17/2025	Review draft Agreement; analysis of issue and redlines; memo to JH regarding changes and next steps.	2.00	\$950.00	\$1,900.00
JH	06/18/2025	Discuss longform draft with KN: further revise and circulate to defense counsel for review	0.60	\$750.00	\$450.00
JH	07/11/2025	Advise SP re PAGA Approval Motion	0.70	\$750.00	\$525.00
SP	07/11/2025	Reviewed and analyzed MOU and Draft Settlement Agreement. Drafted PAGA Approval Motion. Requested declaration from TPA. Sent email to teams to ensure time is entered.	7.20	\$675.00	\$4,860.00
KN	07/12/2025	Review draft PAGA approval motion; advise staff	1.50	\$950.00	\$1,425.00
JH	07/14/2025	Review/analyze Defendant's further revisions to PAGA Agreement and draft individual agreement; discuss with ND and KN; further revise and circulate to Defendant for review	1.50	\$750.00	\$1,125.00
KN	07/14/2025	Review status and issues with JH; review emails and analysis of final issues; advise JH	0.50	\$950.00	\$475.00
TM	07/15/2025	Review file; drafted Declaration of Arroyo ISO Motion for PAGA Approval; email to client re declaration; discussed PAGA Approval Motion with team; drafted Declaration of Garduno ISO PAGA Approval; email to client re Declaration.	1.00	\$450.00	\$450.00
JH	07/15/2025	Finalize PAGA longform agreement; circulate for execution and advise	0.30	\$750.00	\$225.00
JH	07/16/2025	Further discuss individual agreement with ND; revise and circulate to defense counsel	0.50	\$750.00	\$375.00
SP	07/16/2025	Reviewed MOU and Settlement Agreement and revised Second Amended Complaint.	3.40	\$675.00	\$2,295.00
SP	07/17/2025	Revised and finalized stipulation to file Second Amended Complaint. Finalized Second amended complaint. Drafted and finalized second amended PAGA Letter. Arranged for service and filing of the Second Amended Complaint and PAGA Letter. Uploaded PAGA Letter to the PAGA Website.	4.90	\$675.00	\$3,307.50
JH	07/18/2025	Review Defendant's proposed revisions to amended complaint and PAGA notice; advise SP	0.40	\$750.00	\$300.00
TM	07/18/2025	Reviewed Defendant's revisions to Stipulation to file SAC; reviewed Defendant's revisions to SAC.	0.60	\$450.00	\$270.00
SP	07/21/2025	Reviewed, revised and finalized PAGA approval Motion. Drafted and finalized Declaration.	4.20	\$675.00	\$2,835.00

Arranged for service, filing and upload of PAGA Approval Motion					
KN	07/21/2025	Review final draft of motion; review emails; advise staff as to final revisions	1.50	\$950.00	\$1,425.00
				Quantity Subtotal	202.75
				Services Subtotal	\$147,247.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/26/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	09/11/2024	One Legal/Court Fees	1.00	\$1,496.33	\$1,496.33
Expense	09/13/2024	One Legal/Court Fees	1.00	\$466.83	\$466.83
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/13/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/16/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/16/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/17/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/17/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/17/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18

Expense	09/17/2024	One Legal/Court Fees	1.00	\$41.18	\$41.18
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/17/2024	One Legal/Court Fees	1.00	\$19.05	\$19.05
Expense	09/30/2024	LexisNexis	1.00	\$51.00	\$51.00
Expense	11/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	12/01/2024	LexisNexis	1.00	\$187.00	\$187.00
Expense	12/13/2024	One Legal/Court Fees	1.00	\$40.73	\$40.73
Expense	12/31/2024	LexisNexis	1.00	\$16.65	\$16.65
Expense	01/17/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	01/31/2025	LexisNexis	1.00	\$18.54	\$18.54
Expense	02/07/2025	Mediation Fees - JAMS	1.00	\$13,000.00	\$13,000.00
Expense	02/28/2025	LexisNexis	1.00	\$12.64	\$12.64
Expense	03/31/2025	LexisNexis	1.00	\$17.48	\$17.48
Expense	04/30/2025	LexisNexis	1.00	\$22.42	\$22.42
Expense	05/16/2025	One Legal/Court Fees	1.00	\$21.11	\$21.11
Expense	05/30/2025	LexisNexis	1.00	\$2.51	\$2.51
Expense	07/21/2025	Filing Fee - motion	1.00	\$60.00	\$60.00

Expenses Subtotal \$16,535.91

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	15.0	\$895.00	\$13,425.00
Scott Blumenthal	16.4	\$450.00	\$7,380.00
Nicholas De Blouw	52.2	\$850.00	\$44,370.00
Ricardo Ehmann	23.2	\$675.00	\$15,660.00
Jeffrey Herman	29.3	\$750.00	\$21,975.00
Trevor Moran	11.1	\$450.00	\$4,995.00
Kyle Nordrehaug	16.35	\$950.00	\$15,532.50
Sergio Puche	33.2	\$675.00	\$22,410.00

Heather Drosi	6.0	\$250.00	\$1,500.00
			Quantity Total 202.75
			Subtotal \$163,783.41
			Total \$163,783.41

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/20/2025	\$163,783.41	\$0.00	\$163,783.41
				Outstanding Balance \$163,783.41
				Total Amount Outstanding \$163,783.41

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

Please pay within 30 days.

EXHIBIT 3

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 Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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. Lemoore 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

EXHIBIT 4

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)

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

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

June 26, 2024
CA3308

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cigna Health and Life Insurance Company
Certified Mail #9589071052702163358117
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Cigna Health and Life Insurance Company and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. in California, including any employees staffed with Cigna Health and Life Insurance Company and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. by a third party, and classified as non-exempt employees during the time period of June 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Nayeli Arroyo (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Cigna Health and Life Insurance Company and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2016 to November of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant

required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

September 13, 2024
CA3308

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cigna-Evernorth Services Inc.
Certified Mail #9589071052701737668140
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

RE: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1036656-24

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

Dear Sir/Madam:

Plaintiff sent an original PAGA Notice on June 26, 2024 to Defendants named below. This amended PAGA Notice is intended to add an additional Defendant, Cigna-Evernorth Services Inc.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Cigna Health and Life Insurance Company and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. and/or Cigna-Evernorth Services Inc. in California, including any employees staffed with Cigna Health and Life Insurance Company and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. and/or Cigna-Evernorth Services Inc. by a third party, and classified as non-exempt employees during the time period of June 26, 2023 until a date as determined by the Court. Our offices represent Plaintiff Nayeli Arroyo (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Cigna Health and Life Insurance Company

and/or Evernorth Direct Health, LLC and/or Evernorth Behavioral Health of California, Inc. and/or Evernorth Behavioral Health, Inc. and/or Evernorth Care Solutions, Inc. and/or Evernorth Sales Operations, Inc. and/or Cigna-Evernorth Services Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2016 to November 25, 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore

incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

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

**WRITERS EXT:
1004**

January 28, 2025
CA3308

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cigna-Evernorth Services Inc.
Cigna Health and Life Insurance Company
Certified Mail #9589071052702306889348
Littler Mendelson
Keith A. Jacoby
Shahram Samie
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

**RE: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-
1036656-24**

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

Dear Sir/Madam:

This amended PAGA Notice is intended to add an additional aggrieved employee, Ivette Garduno.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. in California, including any employees staffed with Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. by a third party, and classified as non-exempt employees during the time period of June 26, 2023 until a date as determined by the Court. Our offices represent Plaintiffs Nayeli Arroyo and Ivette Garduno (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. (“Defendant”). Plaintiff Arroyo was employed by Defendant in California from September of 2016 to November 25, 2023. Plaintiff Garduno was employed by Defendant in California from November of 2022 to November 18, 2024. Plaintiffs were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the

legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

sergiojuliank@bamlawca.com

WRITERS EXT:

1004

July 18, 2025

CA3308

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Cigna-Evernorth Services Inc.
Cigna Health and Life Insurance Company
Certified Mail #9589071052700057738021
Littler Mendelson
Keith A. Jacoby
Shahram Samie
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

**RE: SECOND AMENDED NOTICE FOR LWDA CASE NO.
LWDA-CM-1036656-24**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.3, 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) including IWC 7(A)(3), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This second amended PAGA Notice is intended to add an additional specific provisions of this code alleged to have been required by Labor Code § 2699.3.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. in California, including any employees staffed with Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. by a third party, and classified as non-exempt employees during the time period of June 26, 2023 until a date as determined by the Court. Our offices represent Plaintiffs Nayeli Arroyo and Ivette Garduno (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Cigna Health and Life Insurance Company and/or Cigna-Evernorth Services Inc. (“Defendant”). Plaintiff Arroyo was employed by Defendant in California from September of 2016 to November 25, 2023. Plaintiff Garduno was employed by

Defendant in California from November of 2022 to November 18, 2024. Plaintiffs were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Moreover, Defendants failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees, depriving Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, . Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5 1194, 1197, 1197.1, 1198, 2699(f)(2), 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), including Section 7(A)(3), and is therefore actionable under California Labor Code section 2699.3.

A draft of the Second Amended Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached

hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Second Amended Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ Sergio J. Puche
Sergio J. Puche, Esq.

EXHIBIT 6

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TULARE**

NAYELI ARROYO and IVETTE
GARDUNO, on behalf of the State of
California, as a private attorney generals,

Plaintiffs,

vs.

CIGNA HEALTH AND LIFE
INSURANCE COMPANY, a Corporation;
CIGNA-EVERNORTH SERVICES INC.,
a
Corporation; and DOES 1 through 50,
inclusive, and DOES 1 through 50,
inclusive,

Defendants

Case No. **VCU312956**

**DECLARATION OF SEAN HARTRANFT
OF APEX CLASS ACTION LLC IN
SUPPORT OF MOTION FOR APPROVAL
OF REPRESENTATIVE ACTION
SETTLEMENT**

Hearing Date: August 14, 2025

Hearing Time: 8:30a.m.

Judge: Hon. David Mathias

Dept.: 1

Action Filed: September 13, 2024

FAC Filed: January 16, 2025

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale settlements. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We uphold the highest level of confidentiality in all our operations, and any employee data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to

1 sensitive personal information to ensure they do not pose a threat to the security of client or class
2 member information. As part of its commitment to data security and industry best practices, Apex
3 Class Action has successfully completed a rigorous third-party audit and is SOC 2 Type 2
4 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and
5 system integrity. This certification reflects Apex's continued focus on protecting sensitive
6 information through well-documented and consistently applied internal controls. To guarantee
7 the security of the settlement administration process, Apex Class Action maintains Professional
8 Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices
9 in the legal profession.

10 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
11 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
12 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
13 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
14 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
15 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
16 USPS mail.

17 7. The administration fees for Apex Class Action's management of this PAGA settlement will
18 not exceed \$8,490.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
19 the specific administration services that will be provided.

20
21 I declare under penalty of perjury under the laws of the state of California that the foregoing is
22 true and correct. Executed this 16th day of July 2025, in Irvine, California.

23
24 
25 _____
26 Sean Hartranft
27
28

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FLSA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Jeffrey Herman
Blumenthal Nordrehaug Bhowmik De Blouw
jeffrey@bamlawca.com
858.551.1223

Case Name:

Date:
RFP Number:

Cigna Health and Life Insurance Company

Friday, May 30, 2025
15410056

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	1,013
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Project Management

Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$193.28	1	\$193.28
NCOA Address Update (USPS)	Static Rate	\$150.00	1	\$150.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$463.28



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	1,013	\$1,266.25
USPS First Class Postage	Per Piece	\$0.74	1,013	\$749.62
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	203	\$455.85
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,601.72

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00

WILL NOT EXCEED:				\$8,490.00
-------------------------	--	--	--	-------------------

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality provision may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.