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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

15 DEA LOGSDON, an individual, on behalf
16 of herself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 DIGIRAD IMAGING SOLUTIONS, INC.,
21 a Corporation; DIGIRAD
22 CORPORATION, a Corporation; and
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No. 37-2024-00006267-CU-OE-CTL

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: May 29, 2026

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated December 5,
2025]*

Judge: Hon. Matthew C. Braner

Dept.: 60

Action Filed: February 9, 2024

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Digirad

1 Imaging Solutions, Inc. ("Defendant") reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is Two Hundred Ten Thousand Dollars
4 and Zero Cents (\$210,000.00). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement
5 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
6 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the
8 Plaintiff; and (5) the PAGA Penalties payment, which is to be allocated 25% to the Aggrieved Employees
9 and 75% to the LWDA. (Agreement at ¶ 1.22.)

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

13 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll
14 taxes no later than fifteen (15) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of
15 Individual Class Payments to Participating Class Members along with the other Court-approved
16 distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

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

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
28 the Court by mailing the notice packets after updating class members' addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
2 to any forwarding address provided or updated address located. See Declaration of Norma Ayala ("Ayala
3 Decl.") at ¶¶ 6-7. Class Members were provided with the opportunity to exclude themselves or "opt out"
4 if they did not want to participate in the settlement. *Id.* at ¶ 11, Exh. A. Significantly, there have been
5 no objections and no requests to opt-out. Ayala Decl. at ¶¶ 11-12. As such, 100% of the Class will
6 participate in the Settlement and will be sent a settlement check. Ayala Decl. at ¶ 14. All Aggrieved
7 Employees will be paid their allocation of the PAGA Penalties and will be subject to the release of the
8 Released PAGA Claims regardless of any request for exclusion from the Class. (Agreement at ¶¶ 6.3 and
9 8.5(d), Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check within
11 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
12 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
13 Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby
14 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section
15 384, subd. (b). (Agreement at ¶ 5.4.)

16 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
17 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
18 exceed \$5,000. (Agreement at ¶ 3.2(c).) The total Administration Expenses Payment, including fees and
19 costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
20 administration is \$5,000. Ayala Decl., at ¶ 19.

21 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
22 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
23 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
24 Litigation Expenses Payment in an amount not to exceed \$21,000. (Agreement at ¶ 3.2(b).) Subject to
25 Court approval, the Agreement provides for a payment of no more than \$12,500 to the Plaintiff as her
26 Class Representative Service Payment. In support of this separate requests for attorneys' fees,
27 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these
28 requests, including lodestar.

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

10 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
11 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
12 is "fair, adequate and reasonable" (Preliminary Approval Order at ¶3.) In sum, the Settlement valued at
13 \$210,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
14 liability and class certification in this case were far from certain in light of the defenses asserted by
15 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
16 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
17 reasonable and adequate, and should be finally approved.

18
19 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
20 dated December 5, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
21 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
22 On January 5, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
23 which provided each class member with the terms of the Settlement, including notice of the claims at
24 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
25 were being sought, how individual settlement awards would be calculated, and the specific, estimated
26 payment amount to that individual. See Declaration of Norma Ayala ("Ayala Decl.") at ¶ 7, Exh. A. In
27 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
28 Preliminary Approval Order. The Administrator received no written objections and received no requests

1 for exclusion. Ayala Decl. at ¶¶ 11-12. As such, 100% of the Class will participate in the Settlement and
2 will be sent a settlement check. Ayala Decl. at ¶14.

3
4 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
5 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
6 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
7 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
8 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
9 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief
10 allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

11
12 6. Procedural History of the Litigation

13 (a) On January 2, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
14 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
15 on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq.,
16 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
17 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
18 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of the applicable
19 Industrial Welfare Commission Wage Order(s).

20 (b) On February 9, 2024, Plaintiff commenced this Action by filing a Complaint against
21 Defendant in the Superior Court of the State of California, County of San Diego ("Class Action"). This
22 Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation
23 of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
24 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
25 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of
26 Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
27 Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
28 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California

1 Labor Code § 2802; and, (8) failure to pay sick pay wages in violation of California Labor Code §§
2 201-204, 233, and 246. On July 8, 2024, Plaintiff filed a Representative Action Complaint alleging a
3 single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney
4 General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of California,
5 County of San Bernerdino ("PAGA Action").

6 (c) On October 17, 2025, Plaintiff filed a SecondAmended Complaint in the Class Action,
7 adding the claim from the PAGA Action for civil penalties under PAGA. The Second Amended
8 Complaint in the PAGA Action is the operative complaint (the "Operative Complaint"). On October 29,
9 2025, Plaintiff filed a request for dismissal of the PAGA Action without prejudice in light of the filing
10 of the Second Amended Complaint.

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
12 including informal discovery and the production of documents, class data, and other information,
13 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
14 information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data
15 and time punch data for the Class covering 67 employees, 7,021 shifts and 1,691 workweeks; (3)
16 Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage
17 statements provided by Defendant. As such, Class Counsel received the data and information for the
18 Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

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

25 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
26 to mediation, the Parties engaged in the above investigation and the exchange of documents and
27 information in connection with the Action. On May 19, 2025, the Parties participated in an all-day
28

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

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

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

1 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
2 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
3 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
4 appellate issues.

5

6 7. History of Settlement Discussions

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

13 (b) The Parties attended an arms-length mediation session with Jason Marsili, a respected and
14 experienced mediator of wage and hour class and representative actions, in order to reach this Settlement.
15 In preparation for the mediation, Defendant provided Class Counsel with payroll, time and employment
16 data, along with other information regarding the Class Members, various internal documents, and other
17 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
18 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
19 Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized in the
20 form of a Memorandum of Understanding.

21 (c) From July of 2025 to November of 2025, the settlement agreement and exhibits thereto were
22 finalized and executed. On December 5, 2025, the Court granted the Motion for Preliminary Approval,
23 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

26

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

28

1 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of
2 the Plaintiff and the other Class Members. Some of those include the following: Defendant asserted that
3 its wage and hour policies and procedures in effect during the Class Period were legally compliant and
4 easily digestible, with Defendant not only using straightforward language to relay such policies, but also
5 charts (such as for its meal period and rest break policies) to ensure full understanding by its employees.
6 Defendant argued, as to all alleged off-the-clock work, that Class Members were paid for all time worked
7 and that work time was properly recorded. Indeed, Defendant noted that it paid Class Members
8 significant amounts of overtime and doubletime wages during the Class Period, at least circumstantially
9 indicating payment for all time worked and/or that any supposed off-the-clock work was nominal or
10 unknown to it. Defendant also maintained there was no miscalculation of the regular rate resulting in the
11 underpayment of wages, arguing that the bonuses reflected in a handful of Class Members' wage
12 statements were discretionary. Moreover, Defendant contends that its meal and rest period policies fully
13 complied with California law and that Defendant did not fail to provide the opportunity for legally
14 required meal and rest breaks. Defendant also argued that its payment of significant meal period
15 premiums is evidence of its lawful practices, especially with there being an "overpayment" of premiums
16 (with Defendant potentially being able to argue that the premium wages that could not be tethered to meal
17 period violations found in the time records, were actually paid to cover and compensate for rest break
18 violations). Further, Defendant contends that there was no failure to pay for business expenses, arguing
19 that Plaintiff's claim of personal cell phone use not being reimbursed was undermined by Plaintiff's and
20 other Class Members' wage statements reflecting a monthly cellular telephone reimbursement equating
21 to around \$180 per year, that there was uniform reimbursement, and that the Class Members did not drive
22 their personal vehicles to customer locations. Finally, Defendant argued that the Supreme Court decision
23 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value,
24 and class certifiability as to the meal and rest period claims. Defendant also argued that based on its
25 facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
26 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*
27 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith
28

1 believed it was providing a complete and accurate wage statement in compliance with the requirements
2 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
3 law.”) If successful, Defendant’s defenses could eliminate or substantially reduce any recovery to the
4 Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these
5 defenses have merit and therefore present a serious risk to recovery by the Class.

6 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be
7 unable to certify a class and maintain that certification through trial, and thereby not recover on behalf
8 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
9 propriety of class certification, arguing that individual issues precluded class certification. Further, as
10 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
11 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
12 been certified. While other cases have approved class certification in wage and hour claims, class
13 certification in this action was hotly disputed and the maintenance of a certified class through trial was
14 by no means a foregone conclusion.

15 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
16 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
17 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
18 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
19 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
20 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
21 and length of a trial against Defendant through possible appeals which could take at least another two or
22 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
23 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
24 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
25 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
26 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
27 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
28

1 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

2 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
3 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
4 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
5 to the value of the claims. Based upon 66 Class Members who worked an estimated 5,370 work weeks
6 (Ayala Decl., at ¶¶ 14-15), the Gross Settlement Amount provides an average value of \$3,181 per Class
7 Member and \$39 per workweek and after deductions the Net Settlement Amount provides an average
8 recovery of \$1,310.60 per Class Member and a recovery of \$16.10 per workweek. The calculations to
9 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
10 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
11 used this expert to analyze the data and determine the potential unpaid wages for the employees. The
12 maximum potential damages were calculated to be \$286,505 for the alleged unpaid wages for off-the-
13 clock work at 1 hour per week, \$5,616 for the alleged underpaid overtime due to the miscalculation of
14 the regular rate, \$949 for the alleged unpaid meal break premiums and sick pay due to the miscalculation
15 of the regular rate, \$0 for alleged missed meal period damages because the number of premiums paid
16 exceeded the number of potential violations in the time records; \$792,729 for alleged rest period damages
17 based upon a 100% violation rate for each shift worked during the Class Period, \$6,435 for alleged
18 unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was
19 calculated such that Defendant was subject to a maximum damage claim in the amount of \$1,092,234.
20 As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
21 \$51,300, and potential maximum wage statement penalties were \$300,110.¹ Defendant vigorously
22 disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of

23
24 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
25 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
26 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
27 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
28 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due.").

1 \$210,000 represents more than 19% of the maximum value of the alleged damages at issue in this case
2 at the time this Settlement was negotiated.² Importantly, the recent decision that good faith belief of
3 compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024),
4 could completely negate the claims for waiting time and wage statement penalties, even if wages were
5 owed to the Class. The above maximum calculations should then be realistically risk-adjusted in
6 consideration for both the risk of class certification and class-wide liability on all claims. Given the
7 amount of the settlement as compared to the potential value of claims in this case and the defenses
8 asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been
9 met.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
11 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
12 defenses both to liability and to class certification. Currently, the maximum and average class member
13 allocation are \$3,253.82 and \$1,310.61, respectively. *See* Ayala Decl. ¶ 16. Given the complexities of this
14 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
15 reasonable and adequate, and should be finally approved.

16 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
17 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in
18 the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class
19

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

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

1 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's
2 case and the risk of establishing class wide liability and damages.

3
4 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

7 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
8 fund settlement to be paid by Defendant to the Class in the amount of Two Hundred Ten Thousand
9 Dollars and Zero Cents (\$210,000.00). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the
10 parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as
11 the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
12 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
13 Settlement Amount.

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

21 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
22 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
23 counsel for each of the parties as part of the Settlement.

24
25 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
26 Created for the Benefit of the Class

27 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
28 of the Gross Settlement Amount of \$210,000, which equals \$70,000 for attorneys' fees. As part of the

1 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
2 incurred as per Class Counsel's billing statement in an amount not to exceed \$21,000. Finally, Defendant
3 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of no
4 more than \$12,500 as her service award under the Agreement.

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

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

21 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
22 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
23 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
24 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
25 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
26 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
27 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
28 multiplier approved in other cases.

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

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

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

16 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
17 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
18 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
19 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
20 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
21 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
22 Counsel advanced more than \$18,000 in costs which could not have been recovered if this case had been
23 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
24 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
25 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
26 Plaintiff also support the requested awards.

27 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
28 \$70,000 is also established by reference to Class Counsel's lodestar in this matter. **The**

1 contemporaneous billing records for Class Counsel evidence that through May 4, 2026, Class
2 Counsel's total lodestar is \$132,722.50, with significant additional fees still to be incurred to
3 complete final approval and the settlement process. The requested fee award is therefore currently
4 equivalent to Class Counsel's total lodestar with a negative multiplier cross-check of less than 0.6, and
5 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
6 the settlement distribution and reports. (Blumenthal Decl. at ¶12.) Such a lodestar cross-check is well
7 below the positive multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*,
8 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As a result, this Court may conclude that the requested award is
9 fair and reasonable and is justified under California law.

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

17 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
18 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
19 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
20 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
21 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco

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

1 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
2 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
3 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
4 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
5 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
6 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
7 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
8 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
9 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
10 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
11 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
12 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
13 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
14 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
15 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
16 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
17 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
18 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
19 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
20 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
21 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
22 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
23 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
24 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
25 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
26 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
27 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
28 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage

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

25 12. **The contemporaneous billing records for Class Counsel evidence that through May**
26 **4, 2026, Class Counsel's total lodestar is \$132,722.50**, with significant additional fees still to be
27 incurred to complete final approval and the settlement process. From November 30, 2023 to May 1,
28

1 2026, my firm worked on this matter for over 197 hours, with hourly rates for attorneys ranging from
2 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$132,722.50. The
3 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
4 negative multiplier cross-check of less than 0.6, and there will be additional lodestar incurred by Class
5 Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed
6 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
7 Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included
8 in this lodestar amount, including finalizing the final approval motion, attending the hearing on final
9 approval, and monitoring completion of the settlement process. I expect this additional work will result
10 in \$10,000 to \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with
11 the prevailing rates of attorneys in the local legal community for similar work and, if this were a
12 commercial matter, these are the charges that would be made and presented to the client. My firm's
13 hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern
14 California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These
15 hourly rates have been approved by Court's throughout California, including the Courts in the Superior
16 Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
17 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
18 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
19 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
20 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
21 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
22 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
23 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
24 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
25 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
26 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
27 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
28

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

8
9 Litigation Expenses

10 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
11 Counsel Litigation Expenses Payment of not more than \$21,000.” Class Counsel requests reimbursement
12 for incurred litigation expenses and costs in the amount of \$18,803,68. Class Counsel have incurred
13 expenses of \$18,803,68 based upon counsel’s billing records; therefore, this requested amount is less than
14 the allocation in the Agreement. These litigation expenses include the expenses incurred for filing fees,
15 legal research charges (Lexis Nexis), court docket document downloading charges, mediation expenses,
16 FedEx charges, and attorney service charges (OneLegal and Knox), all of which are costs normally billed
17 to and paid by the client. The details of the litigation expenses incurred by my firm in this matter are set
18 forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

19
20 Service Award

21 14. For her service as the sole class representative, Plaintiff should be awarded the agreed
22 service award of \$12,500 in accordance with the Agreement for her time, risk and effort expended on
23 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
24 payment and there have been no objections to the requested service awards. The Plaintiff’s Declaration
25 in support of this request is attached hereto as Exhibit #5. As the only representative of the Class,
26 Plaintiff performed her duties to the Class admirably and without exception. Plaintiff worked extensively
27 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
28

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

1 *Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
2 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
3 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
4 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
5 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los
6 Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal*
7 *Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding
8 \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los
9 Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut*
10 *Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000
11 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
12 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation
13 for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County
14 Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*,
15 Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service
16 award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
17 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case
18 No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement
19 award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County
20 Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health*
21 *Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000
22 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court
23 (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No.
24 EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v.*
25 *Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,
26 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx
27 (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case
28

1 No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
2 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
3 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP
4 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon*
5 *Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr.
6 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court
7 Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
8 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
9 (awarding \$10,000 service award).

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

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

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

1 necessity.”⁷

2 16. As a result, Class Counsel respectfully requests approval of the application for award of
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
4 expenses in the amount of \$18,803,68, and approval of the requested service award to the Plaintiff.

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

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 1st day of May, 2026, at San Diego, California.

11 /s/ Norman Blumenthal
12 NORMAN B. BLUMENTHAL
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27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

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FIRM RESUME

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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

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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

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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)

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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)

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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)

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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

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

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

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

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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Dea Logsdon (“Plaintiff”) and defendant Digirad Imaging Solutions, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Dea Logsdon v. Digirad Imaging Solutions, Inc., et al.*, Case No. 37-2024-00006267-CU-OE-CTL, initiated on February 9, 2024 and pending in Superior Court of the State of California, County of San Diego. Note, the Action includes Plaintiff’s PAGA claims, which Plaintiff previously filed and/or pursued via her PAGA Action as defined herein but have since been or will be added to this lawsuit by filing a Second Amended Complaint.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or were employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or were employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Piya Mukherjee, Victoria B. Rivapalacio and Charlotte E. James of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in

connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action as well as all of the above activities as and/or in relation to the PAGA Action and Plaintiff's PAGA claim(s).

- 1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and dates of employment (from which the number of Workweeks and PAGA Pay Periods can be determined by the Administrator). To the extent the Administrator receives notice that mail cannot be delivered to a Class Member and to the extent Defendant has an email address for the Class Member, Defendant will supplement the Class Data pertaining to that Class Member to include an email address.
- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. "Class Period" means the period of time from February 9, 2020 through December 22, 2023.
- 1.14. "Class Representative" means the named plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for

Defendant's expenses, and for the general release of all claims by the Plaintiff.

- 1.16. "Court" means the Superior Court of California, County of San Diego.
- 1.17. "Defendant" means Digirad Imaging Solutions, Inc.
- 1.18. "Defense Counsel" means Justin M. Michitsch and Scott J. Kerr of Gordon Rees Scully Mansukhani, LLP.
- 1.19. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no timely appeal is filed; or (3) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means Two Hundred Ten Thousand Dollars (\$210,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below if the escalator clause at same is triggered. The Gross Settlement Amount will be used to pay Class Members who do not opt out of the class aspect of the settlement (the Participating Class Members); the Settlement Administrator and administration expenses; Class Counsel Fees Payment; Class Counsel Litigation Expenses Payment; Class Representative Service Payment to Plaintiff; and the PAGA Penalties (which includes the PAGA Payment). This Gross Settlement Amount is an all-in with no reversion to Defendant and no claim forms required. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods

worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to pursue civil penalties for violation of California wage and hour law by employers.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties that are to be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Action” means the case filed by Plaintiff on July 8, 2024 in San Bernardino Superior Court entitled *Dea Logsdon v. Digirad Imaging Solutions, Inc., et al.* (case no. CIVSB242127).
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 2, 2023 through December 22, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s January 2, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (which is \$15,000, in total), allocated 25% to the Aggrieved Employees (\$3,750) and 75% to LWDA (\$11,250) in settlement of PAGA claims. Note, referring to a payment for resolution of Plaintiff’s PAGA claim as “PAGA Penalties” should not be misconstrued or considered an admission by

Defendant of liability or fault or mistaken as an indication that an administrative or judicial body found Defendant liable for violation of the PAGA or that it owes civil penalties under the PAGA. Rather, the term “PAGA Penalties” is simply a designation and name for the payment being made by Defendant to resolve Plaintiff’s PAGA claim, in full and as to all aspects of same.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Dea Logsdon, the named plaintiff and putative class representative in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all claims that are alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the allegations stated in the Operative Complaint as to the Class Period. These claims include Unfair Competition in Violation of the California Business & Professions Code Sec. 17200, et seq., failure to pay minimum wages, failure to pay overtime (and doubletime) wages, failure to provide required meal periods and/or meal period premiums, failure to provide required rest breaks and/or rest break premiums, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to pay all wages due upon cessation of employment, failure to pay all wages due and owed during employment, and failure to pay sick wages. Except as expressly set forth in this Agreement, Participating Class Members do not release, by participating in this settlement, any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time.
- 1.40. “Released PAGA Claims” means all claims for relief under the PAGA (including civil penalties) that are and/or were alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by Plaintiff to the LWDA, or that could have been alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by the Plaintiff to the LWDA based on the allegations set forth in any of them for the PAGA Period.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, any company or entity that could have been considered or alleged to be a joint employer with Defendant as to the Class Members during the Class Period and/or as to the Aggrieved Employees during the PAGA Period, Digirad Corporation, and MD Office Solutions.

- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. However, submission of a timely and valid Request for Exclusion will not result in exclusion of an Aggrieved Employee from the PAGA aspect of this Settlement.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice Packets to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement (if he/she does not submit a valid and timely Request for Exclusion). Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant in California as a Class Member for at least one day.

2. RECITALS

2.1. On February 9, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff’s Complaint asserted claims that Defendant:

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

Plaintiff also alleged, in the body of the complaint, Defendant failed to pay wages

due and owed during employment in a timely manner as required by California Labor Code §§ 204 and 210 and failed to pay wages due and owed at the time of cessation of employment as required by California Labor Code § 203.

2.2. On August 30, 2024, Plaintiff filed a First Amended Complaint in this Action, adding two defendants: Digirad Corporation and MD Office Solutions. On October 31, 2024, Plaintiff requested and the Court ordered the dismissal of Defendant MD Office Solutions without prejudice.

2.3. On July 8, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of and/or pursuant to the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of San Bernardino (which is referred to herein as “PAGA Action” as set forth above).

2.4. Plaintiff will shortly file a Request for Dismissal of the PAGA Action without prejudice, after the filing of the Second Amended Class Action Complaint.

2.5. On September 26, 2025, Plaintiff filed a Joint Stipulation for Leave for Plaintiff to File Second Amended Class Action Complaint. The Second Amended Class Action Complaint adds the claims in the PAGA Action to the instant Action.

2.6. The Second Amended Class Action Complaint (which now includes Plaintiff’s PAGA claims) is the operative complaint in the Action (the “Operative Complaint”).

2.7. Defendant denies the allegations in the Operative Complaint and in any prior iterations of same as well as any allegations in the PAGA Action (which are now alleged in the Operative Complaint), denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. It also denies being a joint employer and/or a single enterprise with Digirad Corporation or MD Office Solutions or an alter ego of either.

2.8. On May 19, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action (including the PAGA Action and/or Plaintiff’s PAGA claims) based upon a mediator’s proposal, which was then memorialized in the form of a Memorandum of Understanding executed by the Parties. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties, including the mediator’s proposal accepted via counsel.

2.9. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the

criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. Moreover, and even though the Action includes Plaintiff’s PAGA claims, Defendant entering into this Agreement should also not be construed or considered an admission that Plaintiff’s PAGA claim has any merit or Defendant bears any responsibility as to same. If, for any reason, this Settlement does not become effective, Defendant reserves the right to assert any and all defenses available as to Plaintiff’s PAGA claim, including any based, in whole or part, on timeliness or the statute of limitations.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below (if triggered), Defendant promises to pay \$210,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$12,500 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member and any Individual PAGA Payment she is entitled to receive as an Aggrieved Employee).

Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$70,000, and a Class Counsel Litigation Expenses Payment of not more than \$21,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will also result in the release, settlement, and resolution of Plaintiff's claim for attorneys' fees and costs under the PAGA and/or pursuant to Plaintiff's PAGA claim. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and will hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$5,000.00, the Administrator will allocate the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' total 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members or Aggrieved Employees may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention is this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment(s) under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Member Workweeks. Based on its records, Defendant has represented that the Class consists of 67 Class Members who collectively worked a total of 5,294 Workweeks during the Class Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the

Individual Class Payment and the Individual PAGA Payment if they are also an Aggrieved Employee. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. This follow-up activity or effort shall be paid out of the Gross Settlement Amount and not in addition to it.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Members and/or Aggrieved Employees whose original check was lost or misplaced, requested by the Participating Class Members and/or Aggrieved Employees prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative

Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, PAGA Action, and/or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

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

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all

facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and/or (viii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Defense Counsel may, but has no responsibility to, comment on, provide edits to, or review Plaintiff's proposed Motion for Preliminary Approval. Class Counsel will be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defense Counsel will also appear at the hearing on Plaintiff's Motion for Preliminary Approval to advocate in favor of its granting.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Defendant also avers that it is not aware of any actual or potential conflicts with Apex Class Action LLC. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of

Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validly completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members (and, if also an Aggrieved Employee, entitled to the same rights as other Aggrieved Employees), and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline and signed by the Class Member.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member, the Class Member's desire to be excluded, and it is signed by the Class Member. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement,

regardless of whether the Participating Class Member actually receives the Class Notice, his/her Class Notice is deemed undeliverable or undelivered, or he/she objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel as well as the Administrator's determination as to any such challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an Internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order, and the Judgment on same. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Administrator shall provide the number of Class Members who have submitted a valid and timely Request for Exclusion to Class Counsel along with the number of Workweeks attributable to each. Such information shall only be used by Class Counsel for final approval purposes and shall not be used, transmitted, or shared by Class Counsel for any other purposes.
- (c) Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).

The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of Workweeks attributable to those who submitted valid and timely Requests for Exclusion, the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only, of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the Administrator determines the number of workweeks for the Class Period exceeds 110% of 5,294 (i.e., is more than 5,823 workweeks), then the Gross Settlement Amount may be increased proportionally for any amount of workweeks beyond that 110% (or 5,823 workweeks) value. For example, if the number of workweeks during the Class Period is 111% of 5,294, then the Gross Settlement Amount may be increased by 1%. In the alternative, Defendant may elect to shorten the Class Period to stay within the 110% workweek threshold. Note, if the Administrator determines the total workweeks for the Class Period is or is less than 5,823, then the Escalator Clause will not be triggered.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion received by the Administrator exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if

Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver

of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason and/or the manageability of Plaintiff's PAGA claim as well as assert any statute of limitation defense or argument as Defendant sees fit, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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. Any charges or costs of or by the mediator for his assistance will be split equally by the Parties.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement (assuming that occurs but is not required), may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received if at all, from Defendant. Plaintiff and Class Counsel shall not transmit, send, or share any Class Data with or to anyone not involved in this case and/or for use by them for any other purpose aside from effectuating the settlement reached between the parties.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs and the Class:

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

To Defendant:

Justin M. Michitsch
Scott Kerr
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Tel.: (213) 576-5000
Fax: (213) 680-4470
E-Mail: jmichitsch@grsm.com
sjkerr@grsm.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330,

the date to bring a case to trial under CCP section 583.310 shall be extended by the amount of time this settlement process takes (namely, by the number of days between the mediation on May 19, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect).

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

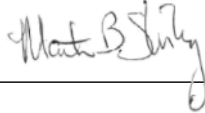
Dated: 11/19/2025



Dea Logsdon (Nov 19, 2025 10:43:48 MST)

Plaintiff Dea Logsdon

Dated: 11/17/2025



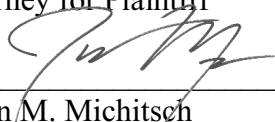
Martin B Shirley [name]
For Defendant Digirad Imaging Solutions, Inc.

Dated: 11/19/25



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/17/25



Justin M. Michitsch
Gordon Rees Scully Mansukhani, LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Logsdon v. Digirad Imaging Solutions, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2024-00006267-CU-OE-CTL***

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

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

You may be eligible to receive money from an employee class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant Digirad Imaging Solutions, Inc. (“Defendant”), for alleged wage and hour violations. The Action is brought by Plaintiff Dea Logsdon (“Plaintiff”) and seeks payment of (1) wages, statutory penalties, and other relief for a Class of all individuals who are or were employed by Defendant as non-exempt employees in the State of California at any time during the Class Period (February 9, 2020 through December 22, 2023) (“Class Members”), and (2) civil penalties under the PAGA for all individuals who are or were employed by Defendant as non-exempt employees in the State of California at any time during the PAGA Period (January 2, 2023 through December 22, 2023) (“Aggrieved Employees”). While Defendant disputes Plaintiff’s claims in the Action and denies all liability, in order to resolve the Action, the Parties have reached a proposed class action and PAGA settlement (“Settlement”).

The Settlement includes the following: (1) a settlement of class claims (“Class Settlement”) and (2) a settlement of PAGA claims (“PAGA Settlement”). If the Court grants final approval of the Settlement, Defendant will pay a gross settlement amount that will be used to fund, among other things: (1) Individual Class Payments to Class Members with respect to the Class Settlement and (2) payment of alleged PAGA Penalties, which will be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees per law.

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods during the PAGA Period.** If you believe that you worked more workweeks and/or

pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to release their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible to receive an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period civil penalties claims (if any) against Defendant and others as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage and hour claims against Defendant. If you are an Aggrieved Employee, opting out of the Class Settlement will have no impact on your status as an Aggrieved Employee. You will still be eligible to receive an Individual PAGA Payment regardless of your participation in the Class Settlement. Overall, you cannot opt-out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. You will also be eligible to receive an Individual PAGA Payment if you are also an Aggrieved Employee. In exchange, you will give up your right to assert the wage and hour claims against Defendant and others that are covered by this Settlement (namely, the Released Class and PAGA Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but	If you don't want to fully participate in the Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive

not the PAGA Settlement The Opt-out Deadline is _____, 2026	no money as to the Class Settlement (put differently, you will not receive an Individual Class Payment) and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member. Non-Participating Class Members cannot object to any portion of the Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA Settlement. If you are also an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____, 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and Aggrieved Employees. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at 9:00 a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 60 before Judge Matthew C. Braner. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked for Defendant in California during the Class Period and how many PAGA Pay Periods you worked for Defendant in California during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of Pay Periods during the PAGA Period you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who are or were employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period (February 9, 2020 through December 22, 2023).

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

2. What is this class action lawsuit about?

On February 9, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Class Action”). The Class Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime and doubletime wages, failure to provide required meal periods, failure to provide required rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to timely provide wages due during employment, failure to timely pay all wages due upon cessation of employment, and failure to pay sick wages. On July 8, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties and other monies pursuant to the PAGA, Cal. Labor Code §§ 2698, et seq., in the Superior Court of the State of California, County of San Bernardino (“PAGA Action”).

On _____, 2025, Plaintiff filed a Second Amended Class Action Complaint in the Class Action which added the claims in the PAGA Action to the Class Action. This Second Amended Class Action Complaint in the Class Action is referred to as the “Operative

Complaint”. Plaintiff has since dismissed the PAGA Action (i.e., Plaintiff’s PAGA lawsuit that was pending in San Bernardino Superior Court, since the claims in the PAGA Action are now venued and pending in San Diego Superior Court alongside her Class Action claims in the Action).

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

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

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant and the risk of litigation (such as Plaintiff not succeeding, in or whole part, on the Action and, if not successful, possibly being subject to owing Defendant’s litigation costs), the Parties concluded that it is in their best interests and the interests of the Class, the LWDA, and the Aggrieved Employees to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation conducted by a third party neutral and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members, the LWDA, and the Aggrieved Employees

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount will be used to pay the Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay employer-side payroll taxes within fifteen (15) days of the Effective Date. The Effective Date is the date the judgment is entered, unless there are objections or an appeal, in which case the Effective

Date is the date the judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$5,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing requests for exclusions and disputes, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$70,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$21,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$12,500 to the named plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff's claims under PAGA, 75% (\$11,250) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$3,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' total 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day in California during the PAGA Period. The PAGA Period is January 2, 2023 through December 22, 2023.

Note, referring to the allocation of the Gross Settlement Amount to resolve Plaintiff's PAGA claims as "PAGA Penalties" should not be misconstrued or misinterpreted as an admission or agreement by Defendant that Plaintiff's PAGA claims have any merit or

that any civil penalties are due and owed. Rather, the term “PAGA Penalties” is simply being used to describe the amount of the Gross Settlement Amount being allocated to resolve Plaintiff’s PAGA claims and has no meaning or significance beyond that.

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

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion (the “Net Settlement Amount”) shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$86,500.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period for Defendant in California and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day in California. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks worked as explained below.

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

Tax Matters. Thirty Percent (30%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on an IRS Form W-2. Seventy Percent (70%) of each Participating Class Member’s Individual Class Payment is to settle non-wage claims and requests for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that are alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint based on the allegations stated in the Operative Complaint as to the Class Period. These claims include Unfair Competition in Violation of the California Business & Professions Code Sec. 17200, et seq., failure to pay minimum wages, failure to pay overtime (and doubletime) wages, failure to provide required meal periods and/or meal period premiums, failure to provide required rest breaks and/or rest break premiums, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to pay all wages due upon cessation of employment, failure to pay all wages due and owed during employment, and failure to pay sick wages. Except as expressly set forth in the Agreement, Participating Class Members do not release, by participating in this settlement, any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for relief under the PAGA (including civil penalties) that are and/or were alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by Plaintiff to the LWDA, or that could have been alleged in the Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or

letter(s) issued by the Plaintiff to the LWDA based on the allegations set forth in any of them for the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, any company or entity that could have been considered or alleged to be a joint employer with Defendant as to the Class Members during the Class Period and/or as to the Aggrieved Employees during the PAGA Period, Digirad Corporation, and MD Office Solutions.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (February 9, 2020 through December 22, 2023).

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

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (January 2, 2023 through December 22, 2023). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To receive money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____ (800) _____.

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

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

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

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Logsdon v. Digirad Imaging Solutions, Inc.* lawsuit. The request to opt-out should state the Class Member’s full name, address, and telephone number or email address. Please include the name and number of the case, which is *Logsdon v. Digirad Imaging Solutions, Inc.*, Case No. 37-2024-00006267-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Class Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Logsdon v. Digirad Imaging Solutions* or on the Court’s website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267.

A Participating Class Member who disagrees with any aspect of the Agreement (aside from the PAGA Settlement), the Motion for Final Approval, or the attorneys’ fees, litigation expenses and service payments may wish to object, for example, that the Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. Be sure to

tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Logsdon v. Digirad Imaging Solutions, Inc.*, Case No. 37-2024-00006267-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Justin M. Michitsch
Scott Kerr
Gordon Rees Scully Mansukhani, LLP
101 West Broadway, Suite 2000
San Diego, CA 92101
Tel.: 619-230-7438
E-Mail: jmichitsch@grsm.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on _____, in Department 60 of the Superior Court of California, County of San Diego,

located at 330 West Broadway, San Diego, California 92101, before Judge Matthew C. Braner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Logsdon v. Digirad Imaging Solutions*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Logsdon v. Digirad Imaging Solutions* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Logsdon v. Digirad Imaging Solutions*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2024-00006267. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DEA LOGSDON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

DIGIRAD IMAGING SOLUTIONS, INC., a
Corporation; DIGIRAD CORPORATION, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2024-00006267-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Matthew C. Braner
Dept.: 60

Date Action Filed: February 9, 2024
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter has come before the Honorable Matthew C. Braner of the Superior Court of
2 the State of California, in and for the County San Diego, on _____[DATE], for the motion
3 by Plaintiff Dea Logsdon (“Plaintiff”) for preliminary approval of the class and PAGA settlement
4 with Defendant Digirad Imaging Solutions, Inc. (“Defendant”). The Court, having considered the
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Two Hundred Ten Thousand Dollars and Zero
18 Cents (\$210,000.00). It appears to the Court on a preliminary basis that the settlement amount and
19 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
20 the probable outcome of further litigation and the significant risks relating to certification, liability
21 and damages issues. It further appears that investigation and research have been conducted such
22 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
23 appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
25 the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the

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

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$21,000, and
5 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$12,500.
6 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
7 award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 were employed by Defendant as a non-exempt employee in the State of California at any time
13 during the Class Period." The Class Period is February 9, 2020 through December 22, 2023.

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

24 7. The Court recognizes that Plaintiff and Defendant stipulate and agree that the group
25 of Aggrieved Employees subject to the Settlement is manageable for settlement purposes only.
26 The group of Aggrieved Employees subject to the Settlement is defined as: "all individuals who
27 are or were employed by Defendant as a non-exempt employee in the State of California at any
28

1 time during the PAGA Period.” The PAGA Period means the period of time from January 2, 2023
2 through December 22, 2023.

3 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
5 for the Class.

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

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

26 11. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
28

1 from the Class as provided in the Class Notice by following the instructions for requesting
2 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
3 postmarked by no later than the Response Deadline, which is forty-five (45) calendar days after
4 the date of the mailing of the Class Notice and be received by the Administrator. If the Class
5 Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any
6 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
7 recovery under the Class Action aspect of the Settlement and will not be bound by the class
8 portion of the Settlement or have any right to object, appeal or comment thereon. Class Members
9 who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement, and the Judgment. A Request for Exclusion may only opt out that particular
11 individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not
12 permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement,
13 each Aggrieved Employee will be paid his/her allocation of the PAGA Penalties and will remain
14 bound by the release of the Released PAGA Claims, even if also deemed to be a Class Member
15 who opts out of the class aspect of the Settlement.

16 12. Any Class Member who has not opted out ("Participating Class Member") may
17 appear at the final approval hearing and may object or express their views regarding the
18 Settlement and may present evidence and file briefs or other papers that may be proper and
19 relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Participating Class Members will have until the Response Deadline, which is forty-five (45)
21 calendar days from the date of the mailing of the Class Notices, to submit their written objections
22 to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice
23 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
24 14 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to
25 make an oral objection.

26 13. A Final Approval Hearing shall be held before this Court on _____
27 _____, 9:00 a.m. in Department 60 at the San Diego County Superior Court to

1 determine all necessary matters concerning the Settlement, including: whether the proposed
2 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
3 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
4 Order and Judgment should be entered herein; whether the plan of allocation contained in the
5 Agreement should be approved as fair, adequate and reasonable to the Class Members, Aggrieved
6 Employees, and California Labor Workforce Development Agency and to finally approve
7 attorneys' fees and costs, the service award, and the expenses of the Administrator. All papers in
8 support of the motion for final approval and for attorneys' fees, costs and service awards, to be
9 heard at the Final Approval Hearing, shall be filed with the Court and served on all counsel no
10 later than sixteen (16) court days before the hearing.

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

24 15. In the event the Settlement does not become effective in accordance with the terms
25 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
26 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
27 and the Parties shall revert to their respective positions as of before entering into the Agreement,
28

1 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
2 including all available defenses and affirmative defenses, and arguments that any claim in the
3 Action could not be certified as a class action and/or managed as a representative action. In such
4 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
5 referred to in litigation for any purpose.

6 16. The Court reserves the right to adjourn or continue the date of the final approval
7 hearing and all dates provided for in the Agreement without further notice to Class Members and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

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

12 **IT IS SO ORDERED.**

13
14 Dated: _____

HON. MATTHEW C. BRANER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DEA LOGSDON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

DIGIRAD IMAGING SOLUTIONS, INC., a
Corporation; DIGIRAD CORPORATION, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2024-00006267-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon. Matthew C. Braner
Dept.: 60

Date Action Filed: February 9, 2024
Trial Date: Not set

1 The motion of Plaintiff Dea Logsdon (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) that memorializes the settlement
3 (“Settlement”) between Plaintiff and Defendant Digirad Imaging Solutions, Inc. (“Defendant”)
4 and for an award of attorneys’ fees and costs, service payment, and the fees of the Administrator,
5 duly came on for hearing on _____ before the Honorable Matthew C. Braner.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class and the Aggrieved Employees.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Hundred Ten Thousand
16 Dollars and Zero Cents (\$210,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only. The Court also determined the group of Aggrieved Employees was manageable for
28

1 settlement purposes only.

2 **Notice to the Class**

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

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

25 **Fairness Of Settlement**

26 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
27 48 Cal.App.4th 1794, 1801 (1996).

1 a. The settlement was reached through arm's-length bargaining between the
2 parties during an all-day mediation before Jason Marsili, an experienced mediator of wage and
3 hour class and representative actions. There has been no collusion between the parties in reaching
4 the Settlement.

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

7 c. Counsel for both parties are experienced in similar employment class and
8 representative action litigation. All counsel recommended approval of the Agreement.

9 d. The percentage of objectors and requests for exclusion is [example, small].
10 ____ objections were received. ____ requests for exclusion were received.

11 e. The participation rate is [example, high]. ____ Participating Class
12 Members will be mailed a settlement payment, representing ____% of the overall Class.

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

19 10. The Agreement is approved as fair, adequate and reasonable and in the best
20 interests of the Class Members, Aggrieved Employees, and the California Labor Workforce
21 Development Agency ("LWDA").

22 **Attorneys' Fees and Costs**

23 11. An award of \$70,000 for attorneys' fees, representing one-third of the Gross
24 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in
25 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
26 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
27 lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$12,500 to Plaintiff, subject to the Court's approval. The Court finds that a Class
4 Representative Service Payment in the amount of \$_____ to Plaintiff is reasonable in light of
5 the risks and burdens undertaken by Plaintiff in the litigation and for her time and effort in
6 bringing and prosecuting this matter on behalf of the Class.

7 **Administration Expenses Payment**

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

15 **PAGA Penalties**

16 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
17 of \$15,000, which shall be allocated as follows: 75% (\$11,250) to the LWDA PAGA Payment and
18 25% (\$3,750) to the Individual PAGA Payments to be distributed to the Aggrieved Employees.
19 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of
20 the Aggrieved Employees' total 25% share of PAGA Penalties (\$3,750) by the total number of
21 PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
22 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
23 Employees" are all individuals who are or were employed by Defendant as a non-exempt
24 employee in the State of California at any time during the PAGA Period (January 2, 2023 through
25 December 22, 2023). The Court finds the PAGA Penalties to be reasonable. All Aggrieved
26 Employees will be sent their share of the PAGA Penalties and will be subject to the release of the
27 Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. Note,
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1 referring to the portion of the Gross Settlement Amount allocated to resolution of Plaintiff's
2 PAGA claims as "PAGA Penalties" should not be misconstrued as or misinterpreted as an
3 indication of a finding by this Court that Defendant violated California wage and hour law and/or
4 owes civil penalties as a result. Rather, the term "PAGA Penalties" is simply being used as
5 described herein and for settlement purposes only and has no meaning or significance beyond that.

6 **II.**

7 **ORDERS**

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

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

11 All individuals who are or were employed by Defendant as a non-exempt employee
12 in the State of California at any time during the Class Period (February 9, 2020
through December 22, 2023).

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

16 17. The manageability of the group of Aggrieved Employees for purposes of settlement
17 is confirmed. The group of Aggrieved Employees is defined as follows:

18 All individuals who are or were employed by Defendant as a non-exempt employee
19 in the State of California at any time during the PAGA Period (January 2, 2023
through December 22, 2023).

20 18. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
21 best interest of the Class, Aggrieved Employees, and LWDA. Defendant shall fund the Gross
22 Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes thereon
23 within fifteen (15) days of the Effective Date.

24 18. Class Counsel are awarded attorneys' fees in the amount of \$70,000 and costs in the
25 amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
26 reimbursement from Defendant, Plaintiff or members of the Class.
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1 19. The payment of the Class Representative Service Payment in the amount of
2 \$ _____ to Plaintiff is approved.

3 20. The payment of \$ _____ to the Administrator for their fees and expenses
4 is approved.

5 21. The PAGA Penalties in the amount of \$15,000 are approved and shall be allocated
6 in accordance with the Agreement.

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

22 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
23 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
24 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
25 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
26 to individual Class Members. In accordance with California Code of Civil Procedure § 2699,
27 Plaintiff shall serve this Final Approval Order and Judgment on the LWDA.

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

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

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

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

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

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

20 29. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual
22 Class Payments, all Participating Class Members, on behalf of themselves and their respective
23 former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, release Released Parties from the Released Class Claims. The "Released Class Claims"
25 are all claims that are alleged in the Operative Complaint or reasonably could have been alleged in
26 the Operative Complaint based on the allegations stated in the Operative Complaint as to the Class
27 Period. These claims include Unfair Competition in Violation of the California Business &
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1 Professions Code Sec. 17200, et seq., failure to pay minimum wages, failure to pay overtime (and
2 doubletime) wages, failure to provide required meal periods and/or meal period premiums, failure
3 to provide required rest breaks and/or rest break premiums, failure to provide accurate itemized
4 wage statements, failure to reimburse business expenses, failure to pay all wages due upon
5 cessation of employment, failure to pay all wages due and owed during employment, and failure to
6 pay sick wages. Except as expressly set forth in the Agreement, Participating Class Members do
7 not release, by participating in this settlement, any other claims, including claims for vested
8 benefits, unemployment benefits, disability benefits, social security benefits, or workers'
9 compensation benefits that arose at any time.

10 30. "Released Parties" are defined as: Defendant and each of its former and present
11 directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors,
12 assigns, subsidiaries, parents, any company or entity that could have been considered or alleged to
13 be a joint employer with Defendant as to the Class Members during the Class Period and/or as to
14 the Aggrieved Employees during the PAGA Period, Digirad Corporation, and MD Office
15 Solutions.

16 31. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
21 The "Released PAGA Claims" are all claims for relief under the PAGA (including civil penalties)
22 that are and/or were alleged in the Operative Complaint, the PAGA Action, and/or any PAGA
23 Notice(s) or letter(s) issued by Plaintiff to the LWDA, or that could have been alleged in the
24 Operative Complaint, the PAGA Action, and/or any PAGA Notice(s) or letter(s) issued by
25 Plaintiff to the LWDA based on the allegations set forth in any of them for the PAGA Period.

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

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

5
6 Dated: _____

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8 HON. MATTHEW C. BRANER
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
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Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/01/2026
Due On: 05/31/2026

Dea Logsdon
12469 Heatherton Ct, Apt 318
San Diego, CA 92128

CA3184

Digirad Imaging Solutions, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	11/30/2023	Review original intake notes. Legal Research regarding related litigation and claims. Review Defendant's business operations in CA.	2.90	\$850.00	\$2,465.00
NDB	12/07/2023	Review individual claims for retaliation and DFEH. Review rest break and off the clock claims. Legal research regarding recent mediation briefs and opinions.	2.60	\$850.00	\$2,210.00
NDB	12/08/2023	Review and analyze entire employment file for legal claims. Review all paystubs for wage and hour claims. Legal research. Conference with Plaintiff to discuss facts and claims for complaint.	3.20	\$850.00	\$2,720.00
NDB	12/09/2023	Review facts and law draft complaint. Research venue issue.	2.60	\$850.00	\$2,210.00
NDB	12/10/2023	Review and research 204 and vacation pay claims. Analyze meal and rest premium issue. Draft complaint.	2.40	\$850.00	\$2,040.00
NDB	12/21/2023	Review and revise complaint. Send complaint to Plaintiff for approval. Discuss claims and facts and obtain approval to file.	1.90	\$850.00	\$1,615.00
NDB	12/22/2023	Review case file. Draft internal case notes memo detailing facts and specific violations. Discuss status with plaintiff.	1.60	\$850.00	\$1,360.00

NDB	01/02/2024	Review and analyze case file and complaint. Review and research PAGA claims and penalties. Draft PAGA notice.	2.00	\$850.00	\$1,700.00
RE	02/08/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	02/08/2024	Review & analyze employment file documents	1.50	\$675.00	\$1,012.50
RE	02/09/2024	Review, edit & revise class action complaint; finalize draft	2.20	\$675.00	\$1,485.00
RE	02/09/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	02/09/2024	Review & finalize class action complaint package; file in SD Sup. Ct.	0.50	\$675.00	\$337.50
RE	02/13/2024	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
VR	03/13/2024	Correspondence with Opposing Counsel: telephone conference with opposing counsel; review complaint and court's orders; review service; correspondence to Def	1.20	\$750.00	\$900.00
KN	03/15/2024	Review email; memo to staff	0.10	\$950.00	\$95.00
PM	03/27/2024	Review client documents and complaint; strategize re legal and factual claims.	1.50	\$750.00	\$1,125.00
RE	04/08/2024	Review email from OPC re service of process re class action via NAR; prep docs for service; draft NAR; email to OPC w service docs; instruct staff to mail hard copies per code	0.75	\$675.00	\$506.25
RE	04/09/2024	Review email from prior OPC re service via NAR; prep docs for service via registered agent; identify reg. agent; send out for service to reg agent via knox re class action	0.50	\$675.00	\$337.50
GG	04/10/2024	Draft discovery requests, set one (1) in PAGA action (RFA, RFP, SPROGS,FROGS, Belaire notice, e-preservation letter, POS, and NOD)	1.70	\$250.00	\$425.00
RE	04/17/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
RE	04/26/2024	Confer w team re doe amendments; draft and file doe 1 and doe 2 amendments, serve amendments on OPC; confer w team re doe amendment filing/next steps	1.00	\$675.00	\$675.00
RE	05/23/2024	Review file; confer w team; prep docs for service of process re Doe 1 and Doe 2; research re reg. agents; send out for service of process	1.00	\$675.00	\$675.00

RE	06/16/2024	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
NDB	06/16/2024	Review and analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Review court docket and case file.	1.40	\$850.00	\$1,190.00
RE	07/08/2024	Draft summons & civil case cover sheet re PAGA Action	0.50	\$675.00	\$337.50
RE	07/08/2024	Review & finalize PAGA only action; file.	0.50	\$675.00	\$337.50
RE	07/17/2024	Review court-returned documents re PAGA action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	07/17/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
RE	07/21/2024	File proof of service of summons re doe 1 and doe 2 defendants	0.50	\$675.00	\$337.50
GG	07/23/2024	Organize, combine, and bates number documents	1.40	\$250.00	\$350.00
CJ	07/23/2024	Prepare for calls with Digirad Imaging and MDOS, evaluate Plaintiff's wage statements, review complaint and case notes, review status of appearances	1.00	\$550.00	\$550.00
CJ	07/23/2024	T/c with Digirad Imaging, annotate	1.00	\$550.00	\$550.00
CJ	07/23/2024	T/c with MDOS, annotate	1.00	\$550.00	\$550.00
SB	07/30/2024	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
CJ	07/31/2024	Analyze correspondence from Defendant re demurrer, advise PM, research appearance for Digirad Corporation	0.75	\$550.00	\$412.50
GG	08/01/2024	Finalize, file, serve, CMC statement in class action.	0.50	\$250.00	\$125.00
CJ	08/01/2024	Research status of case and claims, research prior orders, draft CMC Statement, finalize and submit to GG to file	1.50	\$550.00	\$825.00
PM	08/13/2024	Strategize regarding amended complaint.	0.50	\$750.00	\$375.00
CJ	08/13/2024	Review related case and SAC, research docket, evaluate settlement agreement in related case	1.00	\$550.00	\$550.00
CJ	08/13/2024	Analyze stipulation, draft redlines, advise PM, advise NDB re related case	1.00	\$550.00	\$550.00
CJ	08/16/2024	Prepare for and appear at CMC, memorialize	1.50	\$550.00	\$825.00
RE	08/28/2024	Review file; prep initial docs for service of process re PAGA action; identify reg agent; send out for service via Knox	0.75	\$675.00	\$506.25

CJ	08/29/2024	Draft revisions to amended complaint, advise PM	1.00	\$550.00	\$550.00
GG	08/30/2024	Update POS, and file/serve FAC. Add to list of cases to track filing.	0.60	\$250.00	\$150.00
CJ	08/30/2024	Continue drafting FAC	1.00	\$550.00	\$550.00
GG	09/05/2024	Review confirmation of filing, download conformed FAC and save to file. Check status of stipulation to cont. deadline for Def. to file answer.	0.20	\$250.00	\$50.00
RE	09/11/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
CJ	09/30/2024	T/c with OPC, review status of MD Office Solutions	0.75	\$550.00	\$412.50
CJ	09/30/2024	Draft stipulation and proposed order to continue demurrer, revise	1.25	\$550.00	\$687.50
GG	09/30/2024	Finalize, update POS, file, serve stipulation to extend time for Def. to respond to complaint.	0.60	\$250.00	\$150.00
PM	10/22/2024	Review history of defendant entities and review correspondences from CJ; strategize re the same.	0.75	\$750.00	\$562.50
GG	10/30/2024	Draft dismissal and declaration as to Def. MD office Solutions, send email to CJ.	1.10	\$250.00	\$275.00
PM	10/30/2024	Review request for dismissal for MD.	0.25	\$750.00	\$187.50
GG	10/31/2024	Finalize, file, serve, save to file Dismissal and Dec in Class re MD Office.	0.70	\$250.00	\$175.00
GG	11/05/2024	Update POS and PMK notice, finalize, serve, save, and update chart re discovery requests, set one (1)	0.70	\$250.00	\$175.00
GG	11/08/2024	ROA review re stip to extend time for def to respond to complaint, download order, email, and save to file.	0.20	\$250.00	\$50.00
PM	11/11/2024	Strategize re discovery and mediation; review procedural status of defendants added to action.	0.50	\$750.00	\$375.00
GG	11/12/2024	Review email from PM re service of Doe Amendments, file review and send POS to PM.	0.20	\$250.00	\$50.00
CJ	12/04/2024	Research status of doe entity, review case posture, prior correspondence, and all prior orders	1.00	\$550.00	\$550.00
GG	12/05/2024	Finalized, filed, served, CMC statement in class action and updated POS.	0.40	\$250.00	\$100.00
CJ	12/05/2024	Draft CMC statement revisions, finalized	0.50	\$550.00	\$275.00
GG	12/06/2024	Reviewed Def MD office solutions' CMC	0.10	\$250.00	\$25.00

		statement and updated POS.			
GG	12/06/2024	Reviewed Def's email in resp to CMC statement, updated POS.	0.20	\$250.00	\$50.00
PM	12/16/2024	Review Def. correspondence re class member demographics and strategize re mediation.	0.50	\$750.00	\$375.00
CJ	12/20/2024	Prepare for CMC, evaluate demographic info from OPC	1.00	\$550.00	\$550.00
CJ	12/20/2024	Appear for CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
AR	01/06/2025	Receive and review correspondence regarding mediation; draft multiple correspondence regarding status and stipulation to stay.	0.50	\$550.00	\$275.00
PM	01/07/2025	Review Def draft joint CMC Statement; advise CJ Re Plaintiff's portion.	0.50	\$750.00	\$375.00
CJ	01/07/2025	Review case posture and deadlines related to CMC, analyze OPC draft statement	1.00	\$550.00	\$550.00
GG	01/08/2025	Reviewed ROA re upcoming CMC and updated events email.	0.10	\$250.00	\$25.00
CJ	01/08/2025	Continue analysis of Procedural posture, draft revisions to Joint Statement	1.00	\$550.00	\$550.00
CJ	01/15/2025	Prepare for CMC hearing, review prior orders and status of mediation	0.75	\$550.00	\$412.50
CJ	01/15/2025	Appear at CMC, memorialize outcome to firm	0.75	\$550.00	\$412.50
AR	01/28/2025	Multiple follow up correspondence regarding mediation and stipulation to stay.	0.30	\$550.00	\$165.00
GG	01/30/2025	Reviewed email re confirmation of mediation, reviewed case file, drafted stipulation to stay case pending mediation in Class action.	1.20	\$250.00	\$300.00
AR	01/31/2025	Review file for status; draft stipulation to stay matter pending mediation; submit to opposing counsel.	1.20	\$550.00	\$660.00
PM	01/31/2025	Review Def. correspondence re mediation and discovery; respond to Def.; review status of action and upcoming dates and deadlines.	0.25	\$750.00	\$187.50
AR	02/03/2025	Receive and review revisions to stipulation; draft further revisions and submit to opposing counsel.	0.50	\$550.00	\$275.00
AR	02/07/2025	Multiple correspondence with AB and opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
GG	02/12/2025	Reviewed case file to obtain relevant dates and drafted mediation data and document request.	0.90	\$250.00	\$225.00

GG	02/14/2025	Updated POS, finalized, filed, and served stipulation to stay the case pending mediation.	0.60	\$250.00	\$150.00
AR	02/14/2025	Revise stipulation and submit to opposing counsel for approval; draft follow up correspondence.	0.60	\$550.00	\$330.00
AR	02/14/2025	Revise and finalize joint stipulation in Class action; submit for filing.	0.40	\$550.00	\$220.00
CJ	02/14/2025	Analyze status of case and claims, prepare revisions to MDR, finalize and sent MDR to OPC	1.00	\$550.00	\$550.00
AR	02/17/2025	Receive and review order from Court; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	02/26/2025	Review file and draft stip/order in PAGA action; submit to opposing counsel.	1.40	\$550.00	\$770.00
AR	03/10/2025	Receive and review order; draft follow up correspondence.	0.30	\$550.00	\$165.00
GG	03/24/2025	Reviewed dismissal re Def MD solutions, updated list re filed dismissals pending.	0.10	\$250.00	\$25.00
GG	04/03/2025	Finalized, filed, and served Joint Stipulation to stay case pending Mediation was filed and served today in the above PAGA action.	0.60	\$250.00	\$150.00
GG	04/11/2025	Reviewed ROA to confirm scheduled CMC and added information to events email.	0.10	\$250.00	\$25.00
GG	04/15/2025	Reviewed ROA in both class and PAGA actions, downloaded orders re stay, saved to file and circulated.	0.40	\$250.00	\$100.00
CJ	04/15/2025	Prepare for and appear at CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
GG	04/16/2025	Reviewed email from Def. re document production, downloaded, and saved to file, and sent confirmation email to VR.	0.20	\$250.00	\$50.00
CJ	04/16/2025	Review status of claims, conduct t/c with OPC re mediation	0.50	\$550.00	\$275.00
GG	04/24/2025	Reviewed notification from Def. counsel re mediation documents, accessed portal, downloaded files, and sent confirmation email.	0.20	\$250.00	\$50.00
GG	04/28/2025	Drafted/sent email to expert re mediation preparation, uploaded docs to Box, and responded to email from CJ re documents.	0.30	\$250.00	\$75.00
NDB	04/28/2025	Review discovery to date. Analyze case file. Review data produced for mediation purposes. Legal research to prepare for mediation.	3.80	\$850.00	\$3,230.00
CJ	04/29/2025	Review claims, documents produced to date and	1.00	\$550.00	\$550.00

		data, annotate and advise expert for mediation			
NDB	05/03/2025	Review paystubs for wage statement claims. Legal research. Draft mediation brief. Prepare for mediation.	4.40	\$850.00	\$3,740.00
GG	05/06/2025	Reviewed email from Def. re excel pay records, accessed link, downloaded, saved to file, and sent email to expert with records.	0.20	\$250.00	\$50.00
CJ	05/06/2025	Correspond with OPC re mediation data, review documents needed to analyze for brief	0.50	\$550.00	\$275.00
GG	05/07/2025	Reviewed ROA re status of case, downloaded, saved, circulated copy of order staying case. Sent follow up email to CJ re calendaring dates. Updated case list.	0.40	\$250.00	\$100.00
CJ	05/08/2025	Research case and claims in preparation for call with Plaintiff	1.00	\$550.00	\$550.00
CJ	05/08/2025	T/c with Plaintiff, annotate and analyze	1.50	\$550.00	\$825.00
CJ	05/08/2025	Review Defendant's job descriptions	0.50	\$550.00	\$275.00
CJ	05/09/2025	T/c with Plaintiff to continue to discuss claims, research WT issues	1.00	\$550.00	\$550.00
CJ	05/12/2025	Continue to analyze documents and facts re meal periods and prior settlement	1.00	\$550.00	\$550.00
CJ	05/12/2025	Continue to analyze documents and facts re patient schedules and ff the clock work	1.00	\$550.00	\$550.00
CJ	05/12/2025	Evaluate expert report and analyze	0.50	\$550.00	\$275.00
CJ	05/12/2025	Advise NDB re expert report and request updated report. Analyze	1.00	\$550.00	\$550.00
CJ	05/13/2025	Draft final revisions to mediation brief, submit to NDB	3.00	\$550.00	\$1,650.00
NDB	05/13/2025	Review and revise mediation brief. Discuss with C. James. Analyze Plaintiffs individual claims and settlement authority. Prepare for mediation.	3.50	\$850.00	\$2,975.00
CJ	05/14/2025	Finalize and send brief to mediator	0.50	\$550.00	\$275.00
NDB	05/14/2025	Review and Analyze mediation brief. Review and research previous settlements with similar claims and workweeks for mediation valuation.	1.70	\$850.00	\$1,445.00
SB	05/16/2025	Speak with client in advance of mediation, analyze claims, advise ND	2.60	\$450.00	\$1,170.00
SB	05/19/2025	Attend mediation	8.00	\$450.00	\$3,600.00
NDB	05/19/2025	Prepare for and attend mediation with Jason	9.00	\$850.00	\$7,650.00

Marsili.					
NDB	05/20/2025	Review and analyze mediator's proposal. Draft MOU.	1.50	\$850.00	\$1,275.00
GG	05/22/2025	Finalized, filed, and served CMC statement in class action, saved to file and circulated confirmation email.	0.40	\$250.00	\$100.00
GG	06/02/2025	Reviewed ROA re upcoming CMC, added remote appearance info. to events email and circulated.	0.10	\$250.00	\$25.00
CJ	06/09/2025	Evaluate posture of case, review settlement agreement and prior orders	1.00	\$550.00	\$550.00
CJ	06/09/2025	Draft Joint Statement to Court, sent to OPC, advise NDB	1.00	\$550.00	\$550.00
GG	06/26/2025	Finalized, filed, and served CMC statement in class action.	0.50	\$250.00	\$125.00
CJ	06/26/2025	Research claims and case posture, prior orders, prior statements, draft cmc statement and sent for filing	1.50	\$550.00	\$825.00
CJ	06/26/2025	Correspond with OPC re CMC statement requirements, research settlement	0.50	\$550.00	\$275.00
NDB	07/01/2025	Review and analyze mediation notes. Review and revise MOU terms. Send MOU to Plaintiff for signature. Discuss with Plaintiff and obtain signature.	1.30	\$850.00	\$1,105.00
GG	07/03/2025	Checked ROA re status of upcoming CMC, updated events email, and circulated confirmation.	0.10	\$250.00	\$25.00
CJ	07/11/2025	Prepare for CMC, review status of settlement	1.00	\$550.00	\$550.00
CJ	07/11/2025	Appear at CMC, memorialize outcome to firm, correspond with OPC re discovery deadlines	1.00	\$550.00	\$550.00
GG	07/28/2025	Reviewed court docket to confirm upcoming CMC, added to events email, and scheduled/ added info re remote appearance.	0.20	\$250.00	\$50.00
CJ	07/28/2025	Prepare for and appear at CMC, memorialize outcome to firm	1.50	\$550.00	\$825.00
VR	08/04/2025	Review and Revise: review and revise stipulation to amend complaint; review amended complaint; review correspondence between parties; advise GG	0.50	\$750.00	\$375.00
GG	08/05/2025	Reviewed case documents, complaints and MOU, and prepared draft stipulation and proposed order to file SAC.	1.10	\$250.00	\$275.00

VR	08/07/2025	Review and Analyze: review correspondence between parties; review amended complaint; review settlement agreement; advise PM	0.80	\$750.00	\$600.00
VR	08/22/2025	Review and Revise: review and revise amended complaint; review and revise stipulation re amended complaint; review and revise longform settlement agreement; advise KN; correspondence to Def	2.70	\$750.00	\$2,025.00
VR	09/05/2025	Review and Analyze: review settlement agreements; review correspondence from plaintiff; advise CJ and PM	0.50	\$750.00	\$375.00
KN	09/12/2025	Review current draft of Agreement; review memo of issues from VR; advise VR as to draft Agreement, revisions and the issues identified.	1.00	\$950.00	\$950.00
GG	09/26/2025	Prepared POS, finalized, filed, and served stipulation for leave to file SAC, saved to file, circulated confirmation, and added to list of stips. to track.	0.50	\$250.00	\$125.00
VR	10/10/2025	Review and Revise: draft joint statement; review and revise joint CMC statement; review correspondence between parties; review court's orders and docket; review MOU	2.20	\$750.00	\$1,650.00
GG	10/10/2025	Updated POS, finalized, filed, and served CMC statement, saved to file, and circulated.	0.30	\$250.00	\$75.00
VR	10/13/2025	Review and Revise: review and revise settlement agreement; review correspondence between parties; advise KN	1.20	\$750.00	\$900.00
GG	10/13/2025	Reviewed email from VR re status of stip to file SAC, check docket, and checked OneLegal and updated VR.	0.20	\$250.00	\$50.00
GG	10/13/2025	Reviewed notification re filing on joint status report, downloaded, and saved filed copy.	0.10	\$250.00	\$25.00
GG	10/15/2025	Reviewed notification re filed documents, downloaded, saved, updated stipulations list, circulated order re leave to file SAC, reviewed stip. And sent email to VR to approve filing of SAV.	0.30	\$250.00	\$75.00
GG	10/17/2025	Reviewed email from VR re filing SAC, checked SAC for PAGA status, and responded to email.	0.10	\$250.00	\$25.00
GG	10/20/2025	Digirad, reviewed email from VR re SAC and need to draft PAGA dismissal, updated list.	0.10	\$250.00	\$25.00
KN	10/22/2025	Review status; draft exhibits to settlement agreement; review draft Agreement and memo to staff regarding correction; review emails in response; prepare approval outline; email	3.75	\$950.00	\$3,562.50

Defendant regarding draft exhibits					
GG	10/23/2025	Reviewed email from KN re FAC, searched One legal, searched LWDA portal for related actions, uploaded FAC to portal, saved confirmation to file, and circulated confirmation email. Updated list re FACs to track.	0.30	\$250.00	\$75.00
VR	10/24/2025	Review and Revise: review and revise settlement agreement; review amended complaint; review correspondence between parties; advise PM; correspondence to Def	1.20	\$750.00	\$900.00
GG	10/24/2025	Reviewed ROA re status of upcoming CMC, and updated events email.	0.10	\$250.00	\$25.00
VR	10/27/2025	Review and Analyze: review documents; review CMC statements; court appearance at CMC; follow up	0.80	\$750.00	\$600.00
GG	10/28/2025	Reviewed email from VR re dismissal draft, reviewed settlement agreement and prepared dismissal and declaration ISO drafts and sent to VR for review.	0.70	\$250.00	\$175.00
GG	10/29/2025	Prepared POS, finalized, filed, and served dismissal and declaration, saved to file, circulated confirmation, and updated stipulations list.	0.50	\$250.00	\$125.00
VR	10/29/2025	Review and Revise: review and revise request for dismissal and supporting docs; review complaint; review court's orders; advise GG	0.90	\$750.00	\$675.00
KN	11/03/2025	Review status; emails with staff; follow up Kullar question to ND; draft motion for Preliminary Approval; email draft motion to Defendant	3.50	\$950.00	\$3,325.00
KN	11/06/2025	Draft declaration ISO motion; review status of exhibits; email staff regarding Agreement issues; memo to Admin regarding Admin declaration; emails with Defendant	4.00	\$950.00	\$3,800.00
KN	11/06/2025	Revise motion per Defendant comments; review and revise motion for final; memo to staff regarding next steps; file and serve motion	3.00	\$950.00	\$2,850.00
CJ	11/06/2025	Analyze settlement documents, mediation brief and MOU	1.00	\$550.00	\$550.00
CJ	11/06/2025	Draft MPA declaration	1.00	\$550.00	\$550.00
CJ	11/07/2025	Prepare for and conduct t/c with Plaintiff to go over settlement	1.00	\$550.00	\$550.00
VR	11/13/2025	Review and Analyze: review settlement agreement and MOU; review correspondence between parties; advise KN	0.50	\$750.00	\$375.00

KN	11/18/2025	Finalize exhibits; review emails	0.50	\$950.00	\$475.00
KN	11/19/2025	Review signed Agreement; execute documents; prepare and insert final exhibits; email Defendant	0.50	\$950.00	\$475.00
KN	11/20/2025	Revise declaration; finalize declaration and exhibits; file and serve documents; serve LWDA	1.50	\$950.00	\$1,425.00
KN	12/05/2025	Court appearance - motion for preliminary approval; prepare for hearing; review tentative; memo to file	1.30	\$950.00	\$1,235.00
KN	12/10/2025	Review status; review and respond to emails; review signed order; email to Defendant; memo to Admin with documents and instructions.	0.50	\$950.00	\$475.00
CJ	12/10/2025	Research and analyze status of settlement, review orders and status of motions, correspond with Plaintiff, research ROA dl orders and advise KN	1.00	\$550.00	\$550.00
KN	12/12/2025	Review Admin email; review proposed timeline; review formatted Class Notice; research issue; respond to Admin.	0.60	\$950.00	\$570.00
KN	04/23/2026	Review status and emails concerning the Admin declaration; review draft Declaration and Def revisions thereto; redline further revisions to draft Decl and email Admin.	0.60	\$950.00	\$570.00
PM	04/24/2026	Review preliminary approval order and motion for preliminary approval; review settlement agreement; review draft TPA declaration; draft final approval motion.	3.50	\$750.00	\$2,625.00
KN	04/28/2026	Review revise draft motion; email Defendant; memo to staff	2.50	\$950.00	\$2,375.00
PM	04/30/2026	Review draft final approval motion; draft declaration in support of final approval.	2.50	\$750.00	\$1,875.00
KN	05/01/2026	Review and revise declaration; finalize exhibits and declaration	1.00	\$950.00	\$950.00
KN	05/01/2026	Review and revise motion for final approval; finalize motion; finalize proposed order; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
				Quantity Subtotal	197.75
				Services Subtotal	\$132,722.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	01/02/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	02/13/2024	Onelegal/Court fees	1.00	\$1,492.72	\$1,492.72
Expense	04/30/2024	Onelegal/Court Fees	1.00	\$16.42	\$16.42
Expense	05/31/2024	KNOX Filing and Messenger Service.	1.00	\$124.75	\$124.75
Expense	06/04/2024	KNOX Messenger and Filing Service	1.00	\$140.75	\$140.75
Expense	07/13/2024	One Legal/Court Fees	1.00	\$1,498.13	\$1,498.13
Expense	07/21/2024	One Legal/Court Fees	1.00	\$18.99	\$18.99
Expense	07/22/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	08/02/2024	One Legal filing fee	1.00	\$19.25	\$19.25
Expense	08/14/2024	Public Portal Transaction Fee	1.00	\$16.50	\$16.50
Expense	08/30/2024	KNOX Filing and Messener Service	1.00	\$152.25	\$152.25
Expense	09/04/2024	One Legal filing fee	1.00	\$19.25	\$19.25
Expense	09/18/2024	One Legal/Court Fees	1.00	\$20.80	\$20.80
Expense	10/01/2024	One Legal filing fee	1.00	\$51.63	\$51.63
Expense	11/01/2024	One Legal Filing Fee	1.00	\$51.63	\$51.63
Expense	11/04/2024	One Legal Filing Fee	1.00	\$40.99	\$40.99
Expense	12/05/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.31	\$19.31
Expense	01/21/2025	Mediation Fees - Marsili Mediation	1.00	\$9,000.00	\$9,000.00
Expense	02/07/2025	FedEx	1.00	\$27.14	\$27.14
Expense	02/18/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$61.95	\$61.95
Expense	03/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$43.06	\$43.06
Expense	03/21/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.11	\$21.11
Expense	04/21/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$45.01	\$45.01
Expense	04/21/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$45.01	\$45.01
Expense	05/22/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	05/29/2025	Berger Consulting Fees.	1.00	\$5,220.00	\$5,220.00
Expense	06/26/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	09/29/2025	One Legal/Court Fees	1.00	\$72.28	\$72.28
Expense	10/13/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	10/15/2025	One Legal/Court Fees	1.00	\$45.32	\$45.32

Expense	11/06/2025	One legal filing charge - motion	1.00	\$86.62	\$86.62
Expense	11/07/2025	One legal charge	1.00	\$61.95	\$61.95
Expense	11/20/2025	One legal filing charge	1.00	\$23.63	\$23.63
Expense	11/21/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	05/01/2026	One legal filing charge - motion for final approval filing fee	1.00	\$86.62	\$86.62
				Expenses Subtotal	\$18,803.68

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	45.8	\$850.00	\$38,930.00
Ricardo Ehmann	17.6	\$675.00	\$11,880.00
Charlotte James	46.25	\$550.00	\$25,437.50
Piya Mukherjee	10.75	\$750.00	\$8,062.50
Kyle Nordrehaug	26.35	\$950.00	\$25,032.50
Victoria Rivapalacio	12.5	\$750.00	\$9,375.00
Andrew Ronan	5.8	\$550.00	\$3,190.00
Gerardo Galaviz	19.5	\$250.00	\$4,875.00
		Quantity Total	197.75
		Subtotal	\$151,526.18
		Total	\$151,526.18

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/31/2026	\$151,526.18	\$0.00	\$151,526.18
Outstanding Balance				\$151,526.18
Total Amount Outstanding				\$151,526.18

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

Please pay within 30 days.

LAFFEY MATRIX

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

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

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

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

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

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Attorneys for Plaintiff Dea Logsdon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DEA LOGSDON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

DIGIRAD IMAGING SOLUTIONS, INC., a
Corporation; DIGIRAD CORPORATION, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00006267-CU-OE-CTL

**DECLARATION OF DEA LOGSDON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: December 5, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner

Dept.: 60

Date Action Filed: February 9, 2024

Trial Date: Not set

1 I, Dea Logsdon, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as a Nuclear Medicine Technologist for the Defendants
10 Digirad Imaging Solutions, Inc., Digirad Corporation, and MD Office Solutions, (“Digirad” or
11 “Defendants”) in California and during that time period I was classified by Digirad as a non-
12 exempt employee.
13

14 4. I retained my attorneys who are experienced in both class action and PAGA
15 representative action litigation and claims against employers for violations of the California
16 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
17 Court. I am not aware of having any actual or potential conflicts of interest with another class
18 member in this case nor am I aware of having any actual or potential conflicts of interest with
19 Apex Class Action LLC, the settlement administrator. I am not aware of any other pending
20 matter or action asserting claims that will be extinguished or adversely affected by this
21 settlement.
22

23 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
24 because I felt that my legal rights as an employee and others like me were violated. For example,
25 I received non-discretionary compensation from time to time, such as bonuses, but these
26 payments during certain pay periods when I worked overtime were not factored into my regular
27

1 rate. I was underpaid overtime, meal premiums and sick pay as a result. As another example, I
2 often did not receive compliant meal and rest breaks which were late, interrupted or missed
3 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
4 did receive premium payments they were often an incorrect amount. Additionally, I was required
5 to use my personal cellular phone and personal home office equipment for company business
6 without reimbursement by Digirad. I was also required to work off the clock at times, after hours
7 or during my meal periods for example, but I was not paid wages for this time I worked for the
8 company.
9

10 6. I spoke to my attorneys several times and discussed how Digirad implemented its
11 company policies and procedures. I also assisted my attorneys in their investigation into my
12 claims by providing them documents and answering their questions. I reviewed the complaint
13 before it was filed and after it was filed I was given access to an electronic file sharing program
14 that alerted me via email when important documents were filed so that I could review them and
15 keep up with the developments in the case which I understood was one of my duties as a class
16 representative. I would also contact my attorneys from time to time if I had any questions about
17 the case.
18

19 7. Even though this action is in the process of settling, I was and remain prepared to
20 perform all the duties of a class representative. I understand that as a class representative I have
21 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
22 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
23 benefit of the class members and surrender any right to compromise the group action for an
24 individual gain.
25

26 8. I understood that being a plaintiff/class representative in this case meant that I was
27

1 seeking damages not only for myself but also other current and/or former non-exempt employees
2 working for Digirad in California who make up the class. I felt that these individuals were not
3 aware of their labor law rights and even if they were they would probably be apprehensive about
4 speaking up or even simply because of the time, effort and risk involved in filing a class action
5 lawsuit.

6
7 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
8 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
9 or part of the attorney fees and costs paid by Digirad to defend this lawsuit. Also, I knew there
10 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
11 or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be
12 difficult for a future employer to become aware that I sued my employer for labor law violations.
13 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of
14 others regardless of the risks, time and effort I spent on this case.

15
16 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
17 to date on important developments by reviewing court filings that were made available to me
18 electronically as I described above.

19
20 11. A mediation took place on May 19, 2025 with Jason Marsili, a well-respected and
21 experienced mediator of wage and hour class actions. After the mediation the parties were able
22 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
23 of the settlement which was reached between the parties and understood that I was representing
24 absent class members and therefore wanted the best possible result to be obtained for the class
25 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
26 signed the Memorandum of Understanding on July 1, 2025.

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

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

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$12,500 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of all claims I may have against Digirad. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Defendants' costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$12,500 as a Class Representative service payment is fair and reasonable.

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

Executed on 11/07/2025, at Mesa, AZ.
(city, state)

[Signature]

Dea Logsdon (Nov 7, 2025 14:07:32 MST)

Dea Logsdon