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

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 SHERRY RUMPH, as an individual, on
15 behalf of herself and those similarly
16 situated and on behalf of the State of
17 California, as a private attorney general,

18 Plaintiffs,

19 vs.

20 SEDGWICK CLAIMS MANAGEMENT
21 SERVICES, INC., a Corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants.

CASE No. **24LBCV01324**

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

Hearing Date: August 13, 2026

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated March
19, 2026]*

Judge: Hon. Nicole M. Heeseman

Dept: S25

Action Filed: June 26, 2024

Trial Date: Not set

1 I, KYLE NORDREHAUG, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Sherry Rumph ("Plaintiff") in this matter. As such, I am fully familiar with
4 the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein. This
6 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 Trader Joe's, Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies,
17 Securitas, Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney
18 Resorts, Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration,
19 Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State
20 Automobile Association. Class Counsel have been approved as experienced class counsel during
21 contested motions in state and federal courts throughout California. It is this level of experience which
22 enabled the firm to undertake the instant matter and to successfully combat the resources of the
23 defendants and their capable and experienced counsel. Class Counsel have participated in every aspect
24 of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and in
25 the best interests of the Class.

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Sedgwick
2 Claims Management Services, Inc. (“Defendant”) reached a full and final settlement of the
3 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
4 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Eight Hundred
5 Forty Thousand Dollars (\$840,000) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.21 and 3.1.)
6 Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of
7 the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and
8 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
9 Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.21.)

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 3.1.)

13 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll
14 taxes thereon no later than 60 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of
15 Individual Class Payments to Participating Class Members will be made within 14 days after Defendant
16 funds the Gross Settlement Amount. (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 ¶¶ 1.27 and 3.2.) The Administrator will
22 calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number
23 of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying
24 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will
25 initially be based on Defendant’s records, however, Class Members will have the right to challenge the
26 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
2 notices to any forwarding address provided or updated address located. *See* Declaration of Madely Nava
3 (“Nava Decl.”) ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude themselves
4 or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl.
5 ¶ 7, Exh. A. Significantly, there have been **no objections and no request for exclusion**. Nava Decl. ¶¶
6 11-13. As such, the entire Class (100%) will participate in the Settlement and will be sent a settlement
7 check. *See* Nava Decl. at ¶¶ 11-14. All Aggrieved Employees will be paid their allocation of the PAGA
8 Penalties and will remain subject to the release of the Released PAGA Claims regardless of any request
9 for exclusion from the Class. (Agreement at ¶¶ 6.4 and 8.5(d).) Finally, the Class Notice advised the
10 Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement
11 at ¶¶ 8.6 and 8.7, and Ex. A.)

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

17 (g) Apex Class Action LLC. was appointed by the Court as the Administrator for the Settlement.
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, Administrator will be paid for settlement
19 administration in an amount not to exceed \$4,500.00. (Agreement at ¶ 3.2(c).) As set forth in the Nava
20 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well
21 as anticipated fees and costs for completion of the settlement administration, are \$4,500.00.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
24 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
25 Counsel Litigation Expenses Payment in an amount not to exceed \$36,000. (Agreement at ¶ 3.2(b).)
26 Subject to Court approval, the Agreement provides for a payment of no than \$15,000 to Plaintiff as her
27 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys'
28 fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary support,

1 including lodestar.

2 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
3 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
4 Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$20,000. (Agreement at ¶¶ 1.33 and 3.2(d).)
5 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
6 follows: 75% shall be allocated to the Labor Workforce Development Agency (“LWDA”) as its share
7 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
8 Aggrieved Employees based on the number of their respective PAGA Pay Periods.¹ (Agreement at ¶
9 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion
10 and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is “fair, adequate, and reasonable.” (Preliminary Approval Order at ¶ 3.) In sum, the
14 Settlement valued at \$840,000 is an excellent result for the Class. This result is particularly favorable in
15 light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated March 19, 2026 (“Preliminary Approval Order”), the approved Class Notice has been
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
23 On April 23, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members,
24 which provided each class member with the terms of the Settlement, including notice of the claims at
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards
26 that were being sought, how individual settlement awards would be calculated, and the specific, estimated

27
28 ¹ The PAGA claim was initiated by the PAGA Notice prior to June 2024, and therefore the prior
version of Labor Code ¶2699 applies to the 75/25 allocation.

1 payment amount to that individual. *See* Nava Decl., ¶ 7, Exh. A. In disseminating the notice, the
2 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
3 Significantly, there have been **no objections and no requests for exclusion**. Nava Decl. at ¶¶ 11-13. As
4 such, the entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See*
5 Nava Decl. at ¶¶ 11-14.

6
7 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
8 Class Members were misclassified as exempt and, therefore, not properly paid all overtime wages for
9 hours worked and at the correct rate of pay, were not provided meal and rest periods or paid premiums
10 at the correct rate of pay in lieu thereof, were not timely paid earned wages, were not provided
11 reimbursement for required expenses, were not provided accurate itemized wage statements, and that
12 Defendant did not properly maintain accurate records. The Action seeks unpaid wages, penalties, attorney
13 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the
14 other Class Members by virtue of the foregoing claims.

15
16 6. Procedural History of the Litigation

17 (a) On February 20, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under
18 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
19 behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice specifically
20 alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512,
21 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
22 Subdivision 5(A)-(B), and violation of the applicable Wage Order(s).

23 (b) On May 24, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Superior
24 Court of the State of California, County of Riverside. This Class Action Complaint asserted class claims
25 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
26 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
27 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
28 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide

1 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
2 itemized wage statements in violation of California Labor Code §§ 226.7 and 512; (7) failure to to
3 reimburse employees for required expenses in violation of California Labor Code § 2802; and, (8) failure
4 to provide wages when due in violation of California Labor Code §§ 201, 202 and 203. On June 26,
5 2024, Plaintiff filed a separate Representative Action Complaint in the Superior Court of the State of
6 California, County of Los Angeles against Defendant (the "PAGA Action"). Plaintiff's Representative
7 Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor
8 Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 226(a), 226.7,
9 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
10 Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s)

11 (c) On August 16, 2024, the Parties stipulated to the filing of a First Amended Class and
12 Representative Action Complaint the PAGA Action to add the claims and parties in the Class Action.
13 The Court granted the Parties' stipulation and on August 20, 2024, the First Amended Class and
14 Representative Action Complaint was filed in the Los Angeles Superior Court. Subsequently, Plaintiff
15 dismissed the separate Class Action without prejudice on August 29, 2024. The First Amended Class and
16 Representative Action Complaint is the operative complaint (the "Operative Complaint")

17 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
18 informal discovery, and the production of hundreds of pages of documents, class data, and other
19 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the
20 Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2)
21 a sampling of payroll data for the Class covering 20 employees, 6,490 shifts worked, and 2,336
22 workweeks, covering the date range of 1/2/2021 - 4/5/2025, which was then extrapolated to the Class;
23 (3) Defendant's wage and hour policies, including information concerning the job duties and exempt
24 classification of the Field Case Manager position; (4) the employment file for the Plaintiff; and, (5)
25 samples of wage statements provided by Defendant. As such, Class Counsel received the data and
26 information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the
27 claims for the Class.

28 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.

1 The Parties have intelligently litigated the Action since inception. During the course of litigation, the
2 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have
3 engaged in significant research and investigation in connection with the Action. Plaintiff obtained
4 informal discovery and the production of relevant documents and data from the Defendant. Class
5 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and
6 utilized an expert to perform an analysis of the data and valuation of the claims.

7 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
8 to mediation, the Parties engaged in the above investigation and the exchange of documents and
9 information in connection with the Action. On June 24, 2025, the Parties participated in an all-day
10 mediation presided over by Steve Serratore, a respected mediator of wage and hour representative and
11 class actions. Following the mediation, each side, represented by its respective counsel, were able to
12 agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
13 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
14 Agreement. At all times, the negotiations were arm's length and contentious.

15 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
16 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
17 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
18 among other things, that it has complied at all times with the California Labor Code, applicable Wage
19 Order, and all other laws and regulations, and that Class Members were correctly classified as exempt
20 employees under Labor Code § 515. Further, Defendant contends that class certification is inappropriate
21 for any reason other than for settlement. Plaintiff contend that Defendant violated California wage and
22 hour laws. Plaintiff further contend that the Action is appropriate for class certification on the basis that
23 the claims meet the requisites for class certification. Without admitting that class certification is proper,
24 Defendant has stipulated that the above Class may be certified for settlement purposes only. (Agreement
25 at ¶ 2.7). The Parties agree that certification for settlement purposes is not an admission that class
26 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
27 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action,
28 the Parties stipulate and agree that the requisites for establishing class certification with respect to the

1 Class are satisfied.

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

14
15 7. History of Settlement Discussions

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

22 (b) The Parties attended an arms-length mediation session with Steve Serratore, Esq., a respected
23 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
24 for the mediation, Defendant provided Plaintiff and Class Counsel with payroll and employment data and
25 other information regarding the Class Members, various internal documents, and other compensation and
26 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
27 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
28 mediation session, with after arms' length negotiations both during and after the mediation, the Parties

1 agreed to this Settlement based upon a mediator's proposal.

2 (c) From July 2025 to November 2025, the settlement agreement and exhibits thereto were
3 drafted, finalized and executed. On March 19, 2026, the Court granted Plaintiff's Motion for Preliminary
4 Approval and entered the Preliminary Approval Order that same date, preliminarily finding the settlement
5 to be fair, adequate, and reasonable to the Class.

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

8

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

10 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
11 Plaintiff and other Class Members. The Action alleges that Case Manager employees were misclassified
12 as "exempt" under Labor Code § 515. Therefore, Defendant's primary defense was that the Class
13 Members were properly classified as exempt under the administrative exemption. Courts have been split
14 on this issue with regard to other employers. Defendant asserted that Defendant's practices complied
15 with all applicable Labor laws. Defendant also contends that its meal and rest period policies fully
16 complied with California law and Defendant did not fail to provide the opportunity for legally required
17 meal and rest breaks. Defendant could argue that the Supreme Court decision in *Brinker v. Superior*
18 *Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability
19 as to the meal and rest period claims. Defendant contends that there was no failure to pay for business
20 expenses. Defendant further contends that any cell phone usage was merely convenient and voluntary
21 such that reimbursement was not legally required. Finally, Defendant also argues that based on its
22 facially lawful practices, Defendant acted in good faith and did not willfully misclassify the Class
23 Members as exempt as Plaintiff contends, which could negate the claims for waiting time penalties and/or
24 inaccurate wage statements altogether. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056,
25 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete
26 and accurate wage statement in compliance with the requirements of section 226, then it has not
27 knowingly and intentionally failed to comply with the wage statement law.") If successful, Defendant's
28 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that

1 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
2 a serious risk to recovery by the Class.

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

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

28 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's

1 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
2 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
3 favorably to the value of the claims. Based upon 84 Participating Class Members who collectively
4 worked an estimated 8,707 Workweeks (Nava Decl., at ¶¶ 14-15), the Gross Settlement Amount provides
5 an average value of \$10,000 per Class Member and \$96 per workweek and, after deductions, the Net
6 Settlement Amount provides an average recovery of \$5,767.85 per Class Member and a recovery of
7 \$55.64 per workweek. The calculations to compensate for the amount due for the Class at the time of the
8 mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims
9 are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid
10 wages for the employees. The maximum potential damages were calculated to be \$2,021,989 for the
11 alleged unpaid overtime wages due to off-the-clock work at 3.25 hour per week, \$425 for the alleged
12 underpaid PTO wage based on the alleged miscalculation of the regular rate, \$637,535 for the alleged
13 meal period damages based upon a 50% potential violation rate, and \$637,535 for alleged rest period
14 damages based upon a 50% potential violation rate, \$9,925 for alleged unreimbursed business expenses
15 for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that
16 Defendant was subject to a maximum damage claim in the amount of \$3,307,409. As to potential
17 penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$452,046, and
18 potential maximum wage statement penalties were \$192,900.² Defendant vigorously disputed Plaintiff's
19 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$840,000 represents
20 more than 22% of the maximum value of the alleged damages at issue in this case at the time this
21 Settlement was negotiated.³ Importantly, the recent decision that good faith belief of compliance by the
22

23 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
24 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
25 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
26 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
27 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
28 dispute as to whether and when the wages were due.").

³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The PAGA

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

7 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
8 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
9 defenses both to liability and to class certification. The maximum and average class member allocation
10 (in addition to their Individual PAGA Payment) are \$15,246.70 and \$5,767.86, respectively. *See Nava*
11 *Decl.* at ¶16. Given the complexities of this case, the defenses, along with the uncertainties of proof and
12 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

18 19 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

20 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be

21
22 claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiff's Motion
23 for Preliminary Approval.

24 ⁴ 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 proposed Total Settlement Amount represents
28 approximately 10% of what 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 Enforced

2 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
3 fund settlement to be paid by Defendant to the Class in the amount of Eight Hundred Forty Thousand
4 Dollars (\$840,000). (Agreement at ¶¶ 1.21 and 3.1.) As part of the settlement, the parties agreed to an
5 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
6 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of
7 the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

18
19 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
20 Created for the Benefit of the Class

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
22 of the Gross Settlement Amount of \$840,000, which equals \$280,000 for attorneys' fees. As part of the
23 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
24 incurred as per Class Counsel's billing statement in an amount not to exceed \$36,000 . Finally, Defendant
25 also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of \$15,000
26 as her service award under the Agreement.

27 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
28 significant contingent risk such as this one. Our legal system places unique reliance on private litigants

1 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
2 providing these substantial benefits should be paid an award equal to the amount negotiated in private
3 bargaining that takes place in the legal market place.

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

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

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

25 (f) The Settlement was possible because Defendant recognized the risks that Plaintiff could
26 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.
27 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
28 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated

1 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class
2 Counsel was required to invest substantial time and resources in investigation, litigation, the
3 determination of potential damages and communicating with and responding to opposing counsel's and
4 class members' requests and inquiries.

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

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

20 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
21 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
22 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$280,000 is
23 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
24 **records for Class Counsel evidence that through July 20, 2026, Class Counsel's total lodestar is**
25 **\$144,505.00, with significant additional fees still to be incurred to complete final approval and the**
26 **settlement process.** (A true and correct copy of my firm's billing statement for this matter is attached
27 hereto as Exhibit #3.) The requested fee award is therefore currently equivalent to Class Counsel's total
28 lodestar with a reasonable multiplier cross-check of less than 2, and there will be additional lodestar

1 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
2 reports. As evidenced by the billing, Class Counsel's work was efficiently performed and highly
3 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
4 this Court may conclude that the requested award is fair and reasonable and is justified under California
5 law.

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

13 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
14 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a
15 wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
16 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San
18 Francisco Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a
19 one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global*
20 *Services USA* (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded
21 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*
22 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class
23 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*
24 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham
25 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v.*
26 *Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David
27 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
28 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson

1 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
2 *O'Donnell v. Okta, Inc.* (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer
3 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in
4 *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren
5 E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v.*
6 *S&D Carwash Management LLC* (Sacramento Superior Court Case No. 2019-00251338), Judge
7 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
8 August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.* (Sacramento Superior Court Case No.
9 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a
10 wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San
11 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third
12 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage*
13 *and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third
14 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM*
15 *Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice
16 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing*
17 *v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B.
18 Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023,
19 in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa
20 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in
21 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657),
22 Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,
23 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),
24 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,
25 2023, in *Flores v. Walmart* (San Bernardino County Superior Court Case No. CIVDS2023061), Judge
26 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
27 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge
28 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29,

2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P\$B Intermodel Services* (Los Angeles County Superior Court Case No. 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through July 20, 2026, Class Counsel's total combined lodestar is \$144,505.00, with significant additional fees still to be incurred to complete final approval and the settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From May 3, 2024 to July 20, 2026, my firm

1 worked on this matter for over 196 hours, with hourly rates for attorneys ranging from \$450 to \$995,
2 resulting in a total incurred lodestar for my firm in the amount of \$144,505.00. A true and correct copy
3 of my firm's billing statement for this matter providing a detailed breakdown of the total fees and the
4 services performed by the firm on this case is attached hereto as Exhibit #3. In addition, my firm will be
5 performing significant additional work that is not included in this lodestar amount, including finalizing
6 the final approval motion, attending the hearing on final approval, and monitoring completion of the
7 settlement process. I expect this additional work will result in \$15,000 to \$20,000 in additional lodestar
8 for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
9 legal community for similar work and, if this were a commercial matter, these are the charges that would
10 be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
11 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
12 Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved by Court's
13 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
14 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
15 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
16 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
17 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
18 detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct*
19 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
20 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
21 when compared within 21 other firms practicing in the Southern District of California.) This survey is
22 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
23 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
24 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
25 who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged rates as high
26 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
27 types of cases, historically several years ago charged between \$900 and \$750 for partners and \$755 and
28 \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are within these

1 examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage
2 of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even
3 less by the completion of the settlement. This is comparable to the multipliers approved in other cases.
4 The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

5
6 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel may
7 seek a "Class Counsel Litigation Expenses Payment of not more than \$36,000 ." Class Counsel requests
8 reimbursement for incurred litigation expenses and costs in the combined amount of \$24,722.88 based
9 upon counsel's billing records, which is less than the "not to exceed" amount. My firm incurred litigation
10 expenses in the amount of \$24,722.88. These litigation expenses include filing fees, mediation expenses,
11 expert expenses (Berger Consulting), attorney service charges (OneLegal, Knox), and delivery charges
12 (FedEx), all of which are costs normally billed to the client.⁵ The details of the litigation expenses
13 incurred are set forth in my firm's billing statement, a true and correct copy of which is attached hereto
14 as Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

15
16 Service Awards

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

25
26 ⁵ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

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

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

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

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

24
25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [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/).

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of \$24,722.88, and approval of the requested service awards to the Plaintiff.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of July, 2026, at San Diego, California.

/s/ Kyle R. Nordrehaug
KYLE R. NORDREHAUG

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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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)

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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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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

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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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

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

REPORTED CASES

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

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

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene

mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).;

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke

v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand 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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4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego

Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil

Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

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LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central

District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian

v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Leševic 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; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central

District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch’s Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. HyOLang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007;

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sherry Rumph (“Plaintiff”) and defendant Sedgwick Claims Management Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Sherry Rumph v. Sedgwick Claims Management Services, Inc.*, Case No. 24LBCV01324, initiated on June 26, 2024, amended on August 19, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 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 of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for reasonable 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-related work, including any appeals, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period, as applicable.
- 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 Class Members’ 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 in response to inquiries from Class Members and/or as requested by counsel.
- 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 (other than non-material changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from May 24, 2020 through August 24, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate her 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.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means Sedgwick Claims Management Services, Inc.
- 1.17. “Defense Counsel means Lois M. Kosch and Geoff D. La Val of Wilson Turner Kosmo LLP.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defense Counsel is served with a copy of the Order Granting Final Approval. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters

Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “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.
- 1.20. “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.
- 1.21. “Gross Settlement Amount” means Eight Hundred Forty Thousand Dollars (\$840,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.22. “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.
- 1.23. “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.
- 1.24. “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.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024, to receive the LWDA PAGA Payment.
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024.
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA

PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “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.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee received a wage payment for work performed as an exempt employee in California for Defendant during the PAGA Period.
- 1.30. “PAGA Period” means the period of time from April 22, 2023 through August 24, 2025.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means the Plaintiff’s February 20, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000), allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to the LWDA (\$15,000) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Sherry Rumph, the named plaintiff in the Action.
- 1.36. “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.
- 1.37. “Released Class Claims” means, as set forth in Paragraph 6.2 below, all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in an exempt position in California.
- 1.38. “Released PAGA Claims” means, as set forth in Paragraph 6.3 below, all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in an exempt position in California.
- 1.39. “Released Parties” means Defendant and its former and present owners, board members, trustees, partners, representatives, heirs, executors, administrators, commonly owned or controlled entities, parents, subsidiaries, affiliates, shareholders, directors,

members, agents, employees, attorneys, predecessors, successors, insurers, assigns, and any individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

- 1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice 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, (b) submit an Objection to the Settlement, or (c) submit a challenge to their Workweeks or PAGA Pay Periods. 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.
- 1.42. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.43. “Workweek” means any calendar week during the Class Period in which a Class Member received a wage payment for work performed as an exempt employee in California.

2. RECITALS

The Class Action

- 2.1. On May 24, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Class Action”). Plaintiff’s Class Action Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 *et seq.*;
 - (b) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
 - (g) Failure to provide wages when due in violation California Labor Code §§ 201, 202, and 203.

The PAGA Action

- 2.2. On June 26, 2024, Plaintiff filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Los Angeles against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

Pleading Amendment

- 2.3. On August 16, 2024, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the PAGA Action to add the claims and parties in the Class Action. The Court granted the Parties’ stipulation and on August 20, 2024, the FAC was filed in the Los Angeles Superior Court. Subsequently, Plaintiff dismissed the separate Class Action without prejudice. The FAC is the Operative Complaint (“Operative Complaint”).
- 2.4. Defendant denies the allegations in the Operative Complaint (or any complaints filed in the Action), denies any failure to comply with the laws identified in in the Operative Complaint (or any complaints filed in the Action) and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.5. On June 24, 2025, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties regarding the same.
- 2.6. 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. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff, the Class, or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff, the Class, or the Aggrieved Employees 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, this Agreement shall be automatically void and vacated and Defendant

reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$840,000 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. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and 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 Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$280,000, and a Class Counsel Litigation Expenses Payment of not more than \$36,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (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. With the exception of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, all Parties shall bear their own fees and costs. Defendants and the Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Any Non-Participating Class Member who is also an Aggrieved Employee will still receive their Individual PAGA Payment.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records through March 31, 2025, Defendant has represented that the Class consists of 82 Class Members who collectively worked a total of 8,500 Workweeks, and 56 Aggrieved Employees who worked a total of 1,900 PAGA Pay Periods.
- 4.2. Class Data. Not later than twenty-one (21) calendar 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 sixty (60) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage

prepaid. The face of each check shall prominently state the “void date”, which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member 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 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 General Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully release and discharge Released Parties from any and all claims, charges, complaints,

demands, rights, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, suits, costs, losses, debts, actions, causes of action, or expenses (including back wages, penalties, liquidated damages, and attorney's fees and costs actually incurred), of any form or nature whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, that Plaintiff Jones now have or may have against Defendants and the Released Parties arising from or relating to any and all acts, events and omissions occurring prior to the date of execution of this Agreement, whether or not asserted before such date 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, 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, any claims that arose at any time, or based on occurrences outside the Class Period or any other claims which cannot be released by law. 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 General 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 General 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, fully release and discharge Defendant and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, inter alia, all claims arising under California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, and 2802; California Business and Professions Code §§17200-17208, including the following claims: all claims for alleged misclassification as an exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium

payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for failure to reimburse necessary business expenses; all claims for failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing. Except as set forth herein, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation, or Class claims based on facts occurring outside the Class Period.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11040, Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: all PAGA claims based on alleged misclassification as an exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all PAGA claims based on the timeliness of wage payments (whether regular or final wages); all PAGA claims based on the failure to provide compliant meal, rest, and recovery periods; all PAGA claims based on the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all PAGA claims based on the provision of wage statements; all PAGA claims based on the failure to maintain accurate employment records; all PAGA claims based on the deduction of wages; and all PAGA claims based on failure to reimburse necessary business expenses. The Released PAGA Claims do not include other PAGA claims, including underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period

7. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Class Counsel will provide Defense Counsel with a draft of these documents for review and comment and such drafts will be provided at least five (5) court days prior to the filing of the Motion for Preliminary Approval. In addition, Class Counsel will notify the LWDA of the Settlement as required by Labor Code section 2699, subd. (l) (in effect prior to July 1, 2024).

7.1. Defendant's Responsibilities. Within twenty-one (21) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration

disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant 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. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)) (in effect prior to July 1, 2024); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) 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
- 7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar 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 Order to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class

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

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) calendar 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 fourteen (14) calendar 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 good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar 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 not later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement,

regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object 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 and the Class Member shall be deemed a Participating Class Member.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of 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 and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to 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 Payments.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members and Aggrieved Employees have no right to object to the Settlement.

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, 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. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from the Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or 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, and challenges to Workweeks and/or Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written

objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1. If the total number of Class Workweeks exceed by more than 10% above 8,500 (i.e. if the number of Workweeks exceeds 9,350), the Gross Settlement Amount shall increase proportionately (e.g., if the number of Workweeks exceeds by 11%, then Defendant shall pay 1% more than the Gross Settlement Amount). Alternatively, Defendant may opt to end the Class Period on the date the number of Class Workweeks does not exceed 9,350.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may elect to, but is not obligated to, withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l) (in effect prior to July 1, 2024), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel will also file a motion for approval of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Plaintiff shall provide drafts of these documents to Defense Counsel not later than

seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), 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 the 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. If for any reason the Court does not grant final approval of the Settlement, this Agreement shall be automatically void and vacated.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.
- 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 and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the

Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to and After 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 first seek the assistance of a mediator and then the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 calendar 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 delete and destroy all paper and electronic versions of Class Data received from Defendant and provide confirmation that such destruction was completed.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

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

To Defendant:

Lois M. Kosch

Geoffrey D. La Val
Wilson Turner Kosmo LLP
402 West Broadway, Suite 1600
San Diego, California 92101
Tel.: (619) 236-9600
Fax: (619) 236-9669
E-Mail: lkosch@wilsonturnerkosmo.com
glaval@wilsonturnerkosmo.com

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

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

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

13.21. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

14. EXECUTION BY PARTIES AND COUNSEL

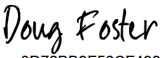
The Parties and their counsel hereby execute this Agreement.

Dated: 10/22/2025

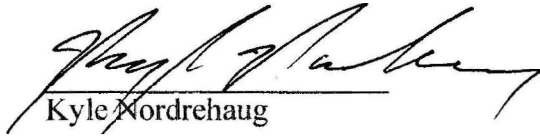
 Oct 22, 2025 21:17:26 PDT

Plaintiff Sherry Rumph

Dated: 11/4/2025

Signed by:

0D72BB9F56CF498...
Doug Foster
For Defendant Sedgwick Claims Management Services, Inc.

Dated: 10/24/25


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/6/2025

Signed by:

BB81EFCF67BB4CA...
Lois M. Kosch
Geoffrey D. La Val
Wilson Turner Kosmo LLP
Attorney for Defendant

EXHIBIT A

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

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

Rumph v. Sedgwick Claims Management Services, Inc.,
Superior Court of the State of California, County of Los Angeles, Case No. 24LBCV01324

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Sedgwick Claims Management Services, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Sherry Rumph (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the Class Period (May 24, 2020 through August 24, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the PAGA Period (April 22, 2023 through August 24, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> 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 proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims), in addition to being subject to the release of the Released PAGA Claims.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement.

	Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable, provided that you do not opt out of the Class Settlement. 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 _____ [a.m./p.m.], at the Los Angeles County Superior Court, Governor George Deukmejian Courthouse, located at 275 Magnolia, Long Beach, CA 90802, in Department S25 before Judge Nicole M. Heeseman. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you received a wage payment for work performed during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you received a wage payment for work performed during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff is a former employee of Defendant. In the Action, Plaintiff accuses Defendant of misclassifying Plaintiff and other Field Case Managers as exempt, which Plaintiff contends resulted in Defendant failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and

unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiff, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. 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) with no decision or admission of who is right or wrong, 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 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **Eight Hundred Forty Thousand Dollars (\$840,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount 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 60 days after the Effective Date. The “Effective Date” means the date the Judgment is entered and Defense Counsel is served with a copy of the Order Granting Final Approval, 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. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$5,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$280,000, and an additional amount to reimburse actual litigation costs incurred by the Class Counsel not to exceed \$36,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$15,000 to the 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 \$20,000 relating to Plaintiff's claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee received a wage payment for work performed as an exempt employee in California for Defendant during the PAGA Period, which is April 22, 2023 through August 24, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net

Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any calendar week during the Class Period in which a Class Member received a wage payment for work performed as an exempt employee in California. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Ten Percent (10%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members'

Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge Defendant and the Released Parties from any and all causes of action, claims, rights, damages, and penalties arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, inter alia, all claims arising under California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, and 2802; California Business and Professions Code §§17200-17208, including the following claims: all claims for alleged misclassification as an exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all claims for the timeliness of wage payments (whether regular or final wages); all claims for the failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for the provision of wage statements; all claims for the failure to maintain accurate employment records; all claims for the deduction of wages; all claims for failure to reimburse necessary business expenses; all claims for failure to provide paid sick leave; and all claims for unfair business practices resulting from any of the foregoing ("Released Class Claims"). Except as set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices including all PAGA claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11040,

Sections 3, 4, 7, 11, 12, and 20 for any and all of the following PAGA claims: all PAGA claims based on alleged misclassification as an exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); all PAGA claims based on the timeliness of wage payments (whether regular or final wages); all PAGA claims based on the failure to provide compliant meal, rest, and recovery periods; all PAGA claims based on the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all PAGA claims based on the provision of wage statements; all PAGA claims based on the failure to maintain accurate employment records; all PAGA claims based on the deduction of wages; and all PAGA claims based on failure to reimburse necessary business expenses (“Released PAGA Claims”). The Released PAGA Claims do not include other PAGA claims, including underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and its former and present owners, board members, trustees, partners, representatives, heirs, executors, administrators, commonly owned or controlled entities, parents, subsidiaries, affiliates, shareholders, directors, members, agents, employees, attorneys, predecessors, successors, insurers, assigns, and any individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1 or on a joint-employer, alter-ego, or other vicarious liability theory.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments 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.

Defendant’s records reflect that you worked << _____ >> Workweeks during the Class Period (May 24, 2020 through August 24, 2025).

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

Defendant’s records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (April 22, 2023 through August 24, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.

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

dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the request to opt out 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 *Rumph v. Sedgwick Claims Management Services, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the

name and number of the case, which is *Rumph v. Sedgwick Claims Management Services, Inc.*, Case No. 24LBCV01324. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and 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 *Rumph v. Sedgwick Claims Management Services, Inc.* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24LBCV01324.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed 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 _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Rumph v. Sedgwick Claims Management Services, Inc.*, Case No. 24LBCV01324, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer at their own cost to object on their behalf) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Lois M. Kosch
Geoffrey D. La Val
Wilson Turner Kosmo LLP
402 West Broadway, Suite 1600
San Diego, California 92101

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department S25 of the Superior Court of California, County of Los Angeles, Governor George Deukmejian Courthouse, 275 Magnolia, Long Beach, CA 90802, before Judge Nicole M. Heeseman. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

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 *Rumph v. Sedgwick Claims Management Services, Inc.* In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24LBCV01324.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Rumph v. Sedgwick Claims Management Services, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rumph v. Sedgwick Claims Management Services, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24LBCV01324. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Governor George Deukmejian Courthouse by calling (562) 256-2315.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the 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 you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SHERRY RUMPH, as an individual, on behalf
of herself and those similarly situated and on
behalf of the State of California, as a private
attorney general,

Plaintiffs,

vs.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **24LBCV01324**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nicole M. Heeseman
Dept: S25

Date Filed: June 26, 2024
Trial Date: Not set

This matter came before the Honorable Nicole M. Heeseman of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiff Sherry Rumph (“Plaintiff”) for preliminary approval of the Class Action and PAGA Settlement with Defendant Sedgwick Claims Management Services, Inc. (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters

1 presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is Eight Hundred Forty
14 Thousand Dollars (\$840,000). It appears to the Court on a preliminary basis that the settlement
15 amount and terms are fair, adequate and reasonable as to all potential Class Members when
16 balanced against the probable outcome of further litigation and the significant risks relating to
17 certification, liability and damages issues. It further appears that investigation and research have
18 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
20 by all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. It further appears that the Settlement has been reached as the result of
22 serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class are fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
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1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys’ fees award not to exceed one-third of the
3 Gross Settlement Amount, which is currently estimated to be \$280,000, an award of litigation
4 expenses incurred, not to exceed \$36,000, and a proposed Class Representative Service Payment
5 to the Plaintiff in an amount not to exceed \$15,000. The Court will not approve the amount of
6 attorneys' fees and costs, nor the amount of any service payment, until the Final Approval
7 Hearing. Plaintiff will be required to present evidence supporting these requests, including
8 lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this, or any other, proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 “all individuals who are or previously were employed by Defendant as Field Case Managers and
14 who were classified as exempt from overtime wages in California at any time during the Class
15 Period.” The “Class Period” is May 24, 2020 through August 24, 2025.

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

26 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
28

Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved Employees” are all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the PAGA Period (April 22, 2023 through August 24, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

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

11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later than twenty-one (21) calendar days after this Order, Defendant will provide the Class Data to the Administrator. The Administrator will perform address updates and verifications as necessary

1 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
2 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
3 to all Class Members via first-class regular U.S. Mail to their last known address.

4 12. The Court hereby preliminarily approves the proposed procedure for exclusion
5 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
6 from the Class as provided in the Class Notice by following the instructions for requesting
7 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
8 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
9 Class Notice (“Response Deadline”). If a Class Notice is re-mailed, the Response Deadline for
10 requests for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion
11 may also be faxed or emailed to the Administrator as indicated in the Class Notice. Any such
12 person who chooses to opt out of and be excluded from the Class will not be entitled to any
13 recovery under the Class Settlement and will not be bound by the Class Settlement or have any
14 right to object, appeal or comment thereon. Aggrieved Employees shall be sent their Individual
15 PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of
16 whether they opt out of the Class. Class Members who have not requested exclusion shall be
17 bound by all determinations of the Court, the Agreement and the Judgment. A request for
18 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
19 group, class, or subclass of individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing
21 and may object or express the Class Member’s views regarding the Settlement and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
23 and determined by the Court as provided in the Class Notice. Class Members will have until the
24 Response Deadline to submit their written objections to the Administrator. Written objections
25 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
26 Notice is re-mailed, the Response Deadline for written objections will be extended an additional
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1 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
2 make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department S25 at the Governor George Deukmejian
5 Courthouse of the Los Angeles County Superior Court to hear the motion for final approval and
6 for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement,
7 including: whether the proposed settlement of the Action on the terms and conditions provided for
8 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
9 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
10 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
11 Class Members; and to finally approve attorneys' fees and costs to Class Counsel, service payment
12 to Plaintiff, and the fees and expenses of the Administrator. All papers in support of the motion
13 for final approval shall be filed with the Court and served on all counsel no later than sixteen (16)
14 court days before the hearing and the motion shall be heard at this final approval hearing.

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

11 17. The Court reserves the right to adjourn or continue the date of the final approval
12 hearing and all dates provided for in the Agreement without further notice to Class Members and
13 retains jurisdiction to consider all further applications arising out of or connected with the
14 proposed Settlement.

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

17 | **IT IS SO ORDERED.**

18 | Dated: _____

HON. NICOLE M. HEESEMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SHERRY RUMPH, as an individual, on behalf
of herself and those similarly situated and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24LBCV01324

[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nicole M. Heeseman
Dept: S25

Date Filed: June 26, 2024
Trial Date: Not set

The unopposed motion of Plaintiff Sherry Rumph (“Plaintiff”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Sedgwick Claims Management Services, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Nicole M. Heeseman.

I.

FINDINGS

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

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Eight Hundred Forty Thousand Dollars (\$840,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm’s length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

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

1 **Notice to the Class**

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

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

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Steve Serratore, an experienced mediator of wage and
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hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

c. Counsel for all Parties are experienced in similar employment class action and PAGA litigation. Class Counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. _____ objections were received. _____ requests for exclusion were received. The following individuals were the only Class Members who opted out of the Settlement: _____.

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

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

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

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

11. An award of \$280,000 for attorneys' fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

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

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

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant as Field Case Managers and who were classified as exempt from overtime wages in California at any time during the PAGA Period (April 22, 2023 through August 24, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

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

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

3 All individuals who are or previously were employed by Defendant as Field Case
4 Managers and who were classified as exempt from overtime wages in California at
any time during the Class Period (May 24, 2020 through August 24, 2025).

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

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
10 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
11 the Administrator no later than sixty (60) days after the Effective Date.

12 18. Class Counsel are awarded attorneys’ fees in the amount of \$280,000 and costs in
13 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of
16 \$_____ to the Plaintiff is approved.

17 20. The payment of \$_____ to the Administrator for its fees and expenses is
18 approved.

19 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
20 accordance with the Agreement.

21 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
22 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

23 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
26 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
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1 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
2 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
3 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
4 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
5 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
6 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
7 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
8 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
9 Claims and/or Released PAGA Claims.

10 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
11 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
12 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
13 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
14 Class Members.

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

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

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

25 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 28. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against Defendant and all Released Parties as follows:

5 (a) All Participating Class Members, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, fully release and discharge Defendant and the Released Parties from any and all
8 causes of action, claims, rights, damages, and penalties arising at any time during the Class Period
9 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint including, inter alia, all claims arising under California Labor Code §§ 201, 202, 203,
11 204, 226, 226.7, 227.3, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, and 2802;
12 California Business and Professions Code §§17200-17208, including the following claims: all
13 claims for alleged misclassification as an exempt employee, unpaid wages (including claims for
14 failure to pay minimum wages, straight time wages, overtime and double-time compensation); all
15 claims for the timeliness of wage payments (whether regular or final wages); all claims for the
16 failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay
17 premiums for violations of meal, rest, and recovery period laws (including the failure to make
18 premium payments at all, or failure to make premium payments at the correct rate of pay); all
19 claims for the provision of wage statements; all claims for the failure to maintain accurate
20 employment records; all claims for the deduction of wages; all claims for failure to reimburse
21 necessary business expenses; all claims for failure to provide paid sick leave; and all claims for
22 unfair business practices resulting from any of the foregoing (“Released Class Claims”). Except
23 as set forth herein, Participating Class Members do not release any other claims, including claims
24 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
25 unemployment insurance, disability, social security, or workers’ compensation, or Class claims
26 based on facts occurring outside the Class Period.

1 (b) All Aggrieved Employees and the LWDA are deemed to release and
2 discharge fully, on behalf of themselves and their respective former and present representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released
4 Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA
5 Period that were alleged, or reasonably could have been alleged, based on the facts stated in the
6 Operative Complaint and the PAGA Notices including all PAGA claims arising under California
7 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 246, 246.5, 510, 512, 558, 1194,
8 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11040, Sections 3, 4, 7, 11, 12, and 20 for any
9 and all of the following PAGA claims: all PAGA claims based on alleged misclassification as an
10 exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight
11 time wages, overtime and double-time compensation); all PAGA claims based on the timeliness of
12 wage payments (whether regular or final wages); all PAGA claims based on the failure to provide
13 compliant meal, rest, and recovery periods; all PAGA claims based on the failure to pay premiums
14 for violations of meal, rest, and recovery period laws (including the failure to make premium
15 payments at all, or failure to make premium payments at the correct rate of pay); all PAGA claims
16 based on the provision of wage statements; all PAGA claims based on the failure to maintain
17 accurate employment records; all PAGA claims based on to the deduction of wages; and all
18 PAGA claims based on failure to reimburse necessary business expenses (“Released PAGA
19 Claims”). The Released PAGA Claims do not include other PAGA claims, including underlying
20 wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security, workers’
22 compensation, and PAGA claims outside of the PAGA Period.

23 (c) Plaintiff and his respective former and present spouses, representatives,
24 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
25 Released Parties from the Plaintiff’s Release, as fully set forth in the Agreement.

26 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
27 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
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1 Administrator shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
3 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 30. The Court hereby enters judgment in the Action as of the filing date of this Order
5 and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of
6 this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
7 interpretation, implementation, and enforcement of the Settlement and all orders entered in
8 connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

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11 Dated: _____

12 _____
13 HON. NICOLE M. HEESEMAN
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/20/2026
Due On: 08/19/2026

Sherry Rumph
14177 Darwin Drive
Apt#202 (updated 9/22/25)
Moreno Valley, CA 92555

CA3147

Sedgwick Claims Management

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	01/13/2024	Review and analyze original intake notes. Legal research regarding related litigation in Court. Review and analyze employment file. Discuss claims with Plaintiff. Research Defendant's business operations in CA.	3.40	\$850.00	\$2,890.00
NDB	01/14/2024	Review emails and documents form client regarding workplace DFEH and retaliation claims. Analyze off the clock work tasks. Legal research regarding previous opinions and mediation briefs.	2.70	\$850.00	\$2,295.00
NDB	01/16/2024	Review and analyze entire employment file for legal claims. Review all pay stubs for wage and hour violations. Legal research regarding the same. Obtain background facts for complaint. Research venue issues.	3.50	\$850.00	\$2,975.00
NDB	01/20/2024	Review facts and law. Draft original complaint.	3.70	\$850.00	\$3,145.00
NDB	01/27/2024	Review and analyze time punches. Review meal and rest break claims. Analyze Defendant's written policy documents. Legal research regarding the same. Draft complaint.	3.10	\$850.00	\$2,635.00
KN	02/10/2024	Review documents; review research from ND; analysis of claims; review draft complaint; provide input on claims and theories	1.50	\$950.00	\$1,425.00

NDB	02/16/2024	Review and analyze case file. Review and revise complaint per client's instructions. Send complaint for approval to client to file. Discuss complaint and process of lawsuit.	2.00	\$850.00	\$1,700.00
NDB	02/18/2024	Review case file. Draft internal case notes memo detailing facts and specific violations. Prepare complaint for filing.	2.10	\$850.00	\$1,785.00
NDB	02/19/2024	Review complaint and pay stubs. Review and research PAGA claims and penalties. Draft PAGA Notice.	2.20	\$850.00	\$1,870.00
JH	05/03/2024	Review/analyze docs from plaintiff and 1198.5 request; create exhibit book; update case notes and advise team	2.00	\$750.00	\$1,500.00
RE	05/22/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	05/22/2024	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	05/23/2024	Review, edit & revise class action complaint; finalize draft for filing	2.80	\$675.00	\$1,890.00
RE	05/24/2024	Draft summons, civil case cover sheet & certificate of counsel re class action	0.50	\$675.00	\$337.50
RE	05/24/2024	Review & finalize class action complaint package; file in Riverside Sup. Ct.	0.60	\$675.00	\$405.00
RE	05/30/2024	Review court-returned docs; review civil lawsuit notice; review docket re class action; memo to firm re department/judicial assignment and status of initial case management conference	0.50	\$675.00	\$337.50
HD	05/30/2024	Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00
KN	06/01/2024	Review filed complaint; review court notices; review memo from RE	0.50	\$950.00	\$475.00
RE	06/25/2024	Review file; draft PAGA only complaint	3.80	\$675.00	\$2,565.00
RE	06/26/2024	Draft summons & civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	06/26/2024	Review & finalize PAGA action complaint package; file in LA Sup. Ct.	0.60	\$675.00	\$405.00
RE	06/27/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	06/27/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00

KN	06/29/2024	Review filed PAGA complaint; review Court notices; review emails and memo from RE	0.40	\$950.00	\$380.00
TM	07/09/2024	Reviewed Court's notice of CMC; Reviewed Court's notice of OSC hearing re POS.	0.40	\$450.00	\$180.00
RE	07/18/2024	Review file; prep initial docs for service of process re class action; identify reg. agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	07/18/2024	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
RE	07/22/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
TM	07/22/2024	Reviewed file to draft initial CMC statement; discussion with team re status of service of complaint; drafted Request to Continue initial CMC; advised HD re filing and service.	1.20	\$450.00	\$540.00
HD	07/22/2024	Prepare Proof of Service. Execute and finalize. Process and submit the Request and [Proposed] Order to Continue the Initial CMC to Court for filing via One Legal and serve on agent of service via US Mail.	0.50	\$250.00	\$125.00
RE	07/22/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
TM	07/25/2024	Reviewed Court's rejection of request to continue CMC; Revised request to continue CMC per Court order; Advised HD re re-filing.	0.70	\$450.00	\$315.00
JH	07/25/2024	Review/analyze file; corresp with Defense counsel re initial CMC meet and confer	0.40	\$750.00	\$300.00
JH	07/26/2024	Review/analyze file; research exemption issues; attend meet and confer call with defense counsel	1.00	\$750.00	\$750.00
TM	07/26/2024	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
HD	07/26/2024	Received and download Order Continuing the Initial CMC. Save to the electronic file and advise handling attorneys and staff.	0.20	\$250.00	\$50.00
TM	07/29/2024	Advised HD re drafting of discovery to Defendant in PAGA action.	0.10	\$450.00	\$45.00
SP	07/31/2024	Discussed Team. Directed HD to create template using West Publishing.	0.40	\$675.00	\$270.00
HD	08/12/2024	Draft Stipulation/Proposed Order for leave to file a Consolidated Complaint. Forward to Attorneys Herman and Puche for edit and finalization.	0.50	\$250.00	\$125.00

HD	08/12/2024	Review and assess Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
HD	08/12/2024	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One.	0.50	\$250.00	\$125.00
SP	08/13/2024	Reviewed correspondence, discussed with JSH. Reviewed stipulation for leave to file FAC. Reviewed PAGA and Class Complaints. Drafted First Amended Class and Representative Action Complaint. Created Compare Document. Sent FACARAC and Compare doc to JSH.	1.90	\$675.00	\$1,282.50
TM	08/15/2024	Reviewed Defendant's revisions to the joint stipulation to file FAC.	0.30	\$450.00	\$135.00
JH	08/15/2024	Review/analyze Defendant's proposed revisions to the stip to amend; further revise and circulate	0.40	\$750.00	\$300.00
TM	08/16/2024	Email from Defendant re executed stipulation to file FAC.	0.20	\$450.00	\$90.00
SP	08/16/2024	Reviewed, revised and finalized Stipulation to file FAC and arranged for service and filing with exhibit FAC.	0.50	\$675.00	\$337.50
HD	08/16/2024	Execute and finalize Proof of Service. Process and submit Stipulation and Proposed Order for Leave to File First Amended Class and Representative Action Complaint to Court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
TM	08/20/2024	Reviewed Court's order re stip to file FAC.	0.20	\$450.00	\$90.00
HD	08/20/2024	Obtain and download Filed/Executed Order for Leave to File First Amended Class and Representative Action Complaint. Circulate and advise handling attorneys.	0.20	\$250.00	\$50.00
HD	08/20/2024	Execute and finalize Proof of Service. Process and submit First Amended Class and Representative Action Complaint for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	08/21/2024	F/u with defense counsel re early mediation	0.30	\$750.00	\$225.00
HD	08/21/2024	Draft Plaintiff's Request and [Proposed] Order For Dismissal of Action Without Prejudice; Declaration ISO Request For Dismissal of Action Without Prejudice Pursuant to CRC 3.770 and Proof of Service. Forward to Attorney Puche for review and finalization.	0.50	\$250.00	\$125.00

HD	08/21/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Request and [Proposed] Order For Dismissal of Action Without Prejudice; Declaration ISO to court for filing via One Legal and serve via US Mail.	0.50	\$250.00	\$125.00
SP	08/28/2024	Reviewed correspondence and ensured service documents were updated accordingly.	0.30	\$675.00	\$202.50
HD	09/03/2024	Obtain and upload to file a copy of the Filed Dismissal Without Prejudice	0.30	\$250.00	\$75.00
JH	09/12/2024	F/u corresp with defense counsel re mediation and proposed mediators; discuss with AJB	0.30	\$750.00	\$225.00
TM	09/19/2024	Reviewed and analyzed Defendant's Answer.	0.80	\$450.00	\$360.00
JH	09/19/2024	Review/analyze Defendant's answer	0.30	\$750.00	\$225.00
JH	09/27/2024	Review file; f/u with defense counsel re mediation estimates	0.30	\$750.00	\$225.00
JH	10/01/2024	Research defendant; f/u corresp w defense counsel re mediation class size; discuss with ND and AJB	0.40	\$750.00	\$300.00
SP	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
JH	11/08/2024	Review file; draft CMC stmt; finalize and advise HD re filing; review proposed stip to stay pending mediation	0.80	\$750.00	\$600.00
HD	11/08/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	11/12/2024	Reviewed and revised Defendant's proposed Stipulation to stay pending mediation; discussed with team; email to OPC re stipulation to stay.	0.60	\$450.00	\$270.00
JH	11/12/2024	Review proposed revisions to stip to stay; advise TM	0.40	\$750.00	\$300.00
TM	11/14/2024	Email to and from OPC re Stipulation to Stay.	0.40	\$450.00	\$180.00
SP	11/20/2024	Reviewed calendar and docket for appearance/ deadline. Discussed with team.	0.20	\$675.00	\$135.00
TM	11/22/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
SP	04/30/2025	Reviewed and analyzed pleadings, correspondence, case notes, wage statements	1.50	\$675.00	\$1,012.50

		and time sheets. Drafted, revised and finalized Mediation Data Request. Served Mediation Data Request.			
NDB	05/17/2025	Review and analyze data produced for mediation. Review and analyze case file and court docket. Review wage and hour claims. legal research regarding the same. Prepare for mediation.	4.20	\$850.00	\$3,570.00
NDB	05/24/2025	Review and analyze vacation pay and late payment of wage claims. Analyze meal and rest break theories and policy documents. Review and analyze related litigation. Legal research regarding the same. Prepare for mediation.	4.10	\$850.00	\$3,485.00
NDB	05/28/2025	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze Plaintiff's claims and settlement authority. Review case demographics. Prepare for mediation.	2.30	\$850.00	\$1,955.00
SB	05/30/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SB	06/06/2025	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
SP	06/09/2025	Reveiwed and analyzed correspondence, documents and communications. Sent follow up email requested Mediation Data.	0.30	\$675.00	\$202.50
TM	06/10/2025	Email from OPC re mediation data; reviewed mediation figures.	0.40	\$450.00	\$180.00
HD	06/10/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	\$250.00	\$50.00
JH	06/10/2025	Review class composition; discuss with SP; multiple corresp w defense counsel re missing mediation docs/data	0.40	\$750.00	\$300.00
SP	06/10/2025	Reveiwed and analyzed initial production for Mediation. Discussed with experts and send additional information to expert. Requested information from OPC.	1.30	\$675.00	\$877.50
JH	06/11/2025	Review/analyze Defendant's suppl. mediation doc/data production	1.20	\$750.00	\$900.00
HD	06/11/2025	Receive and download Defendant's Additional Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
HD	06/12/2025	Receive and download Defendant's Supplemental Documents for purposes of Mediation. Save the	0.30	\$250.00	\$75.00

		documents to the electronic file and upload and share with experts via Box.			
SP	06/13/2025	Discussed facts with client and updated case notes intake.	0.60	\$675.00	\$405.00
NDB	06/15/2025	Review document file and written policy documents. Draft mediation brief. Analyze exhibits thereto.	3.40	\$850.00	\$2,890.00
JH	06/16/2025	Corresp with expert re damages analysis; f/u corresp w defense counsel re data interpretation; review/analyze mediation brief	1.10	\$750.00	\$825.00
SP	06/16/2025	Reviewed, analyzed and organized documents, case notes and correspondence. Discussed claims with client. Updated case notes. Sent correspondence to OPC re Mediation data. Drafted, revised and sent Mediation brief draft to AJB.	6.30	\$675.00	\$4,252.50
AB	06/16/2025	Draft mediation brief.	8.00	\$895.00	\$7,160.00
SP	06/17/2025	Discussed with AJB. Reviewed and analyzed the Nurse Case Manager case Mediation briefs, facts and orders. Reviewed, revised and sent updated Mediation Brief V2 to AJB. Organized and updated Mediation Exhibits.	2.20	\$675.00	\$1,485.00
JH	06/17/2025	Review second draft of mediation brief; discuss with SP	0.40	\$750.00	\$300.00
KN	06/17/2025	Review research and analysis from Team; review mediation brief; review exhibit book and mediation documents; analyze issues and provide input to AJ	1.50	\$950.00	\$1,425.00
SB	06/18/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	06/22/2025	Review all mediation materials including briefs and exhibits thereto for mediation.	1.30	\$850.00	\$1,105.00
AB	06/23/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
JH	06/23/2025	Discuss with AJB re outcome of mediation and next steps; advise team	0.60	\$750.00	\$450.00
SB	06/23/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AB	06/26/2025	Review/analyze status of signing MOU. Draft/ send corr to OPC following up. Begin drafting Kullar analysis section for approval brief.	2.00	\$895.00	\$1,790.00
KN	06/26/2025	Review draft MOU; analysis of issues for settlement; provide input to AJ	0.50	\$950.00	\$475.00
JH	06/27/2025	Review/analyze Defendant's proposed revisions	0.40	\$750.00	\$300.00

		to MOU			
JH	07/01/2025	Review further revisions to MOU	0.30	\$750.00	\$225.00
TM	07/15/2025	Review file; drafted CMC Statement; discussed with team; advised HD re filing/service.	1.00	\$450.00	\$450.00
JH	07/15/2025	Review/revise draft CMC stmt; advise TM	0.30	\$750.00	\$225.00
HD	07/15/2025	Edit, execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing and serve via email.	0.50	\$250.00	\$125.00
JH	07/24/2025	Review final MOU: discuss with KN and AJB re longform agreement	0.50	\$750.00	\$375.00
HD	07/24/2025	Receive and review fully executed MOU. research court's rules and procedures regarding obtaining a hearing date for Motion for Preliminary Approval. Email correspondence to attorneys regarding the same.	0.30	\$250.00	\$75.00
NDB	07/24/2025	Review mediation brief, notes, and results. Review mediator's emails. Review and analyze MOU terms and send to Plaintiff for signature. Explain terms and follow up for signature.	1.30	\$850.00	\$1,105.00
JH	07/25/2025	Further review MOU: discuss escalator with AJB; address issues with KN: assess procedural posture; analyze attorney billing and costs; draft longform agreement and circulate to defense counsel for review	3.20	\$750.00	\$2,400.00
KN	07/25/2025	Review final MOU; analysis of settlement issues; advise JH and respond to specific questions	1.00	\$950.00	\$950.00
TM	07/27/2025	Reviewed fully executed MOU, discussed next steps with team.	0.30	\$450.00	\$135.00
JH	07/28/2025	F/u corresp w defense counsel re class count; request settlement admin bid	0.30	\$750.00	\$225.00
JH	07/30/2025	Discuss with SP re CMC; advise	0.20	\$750.00	\$150.00
SP	07/30/2025	Prepared and appeared for the case management conference. Updated case file.	1.40	\$675.00	\$945.00
JH	08/15/2025	Review/analyze Defendant's proposed revisions to longform agreement; discuss with KN; request settlement admin bid.	1.30	\$750.00	\$975.00
KN	08/29/2025	Review Def revisions to the Agreement; review memo from JH; analysis of issues; respond to JH with memo addressing all revisions	1.50	\$950.00	\$1,425.00
JH	08/29/2025	Discuss with KN re revisions to longform agreement; further revise and circulate to Defendant for review	0.90	\$750.00	\$675.00

JH	09/02/2025	Further revise longform agreement	0.50	\$750.00	\$375.00
JH	09/03/2025	Review/analyze Defendant's further revisions to agreement pertaining to release language; discuss with KN	0.70	\$750.00	\$525.00
KN	09/03/2025	Review draft Agreement; analysis of issues and discuss with JH	0.50	\$950.00	\$475.00
JH	09/12/2025	Further discuss Agreement with KN: further revise and circulate to defendant	0.50	\$750.00	\$375.00
NDB	09/15/2025	Review court docket and case file. Review settlement agreements terms and exhibits for conformity with MOU. Discuss terms with Plaintiff and follow up for signature.	1.20	\$850.00	\$1,020.00
JH	10/08/2025	Review file; f/u with KN re agreement exhibits	0.20	\$750.00	\$150.00
TM	10/10/2025	Review file; discussed case status with team; Reviewed pertinent settlement documents; Drafted Plaintiff's declaration ISO MPA; email to client re declaration.	1.00	\$450.00	\$450.00
KN	10/10/2025	Review final agreement; draft exhibits for agreement; research issues; email Defendant	4.00	\$950.00	\$3,800.00
JH	10/10/2025	Review/analyze draft exhibits to agreement	0.30	\$750.00	\$225.00
TM	10/24/2025	Review file and pertinent documents, including MOU and settlement agreement; discussed case status with team; drafted Declaration of Plaintiff ISO approval motion; email to client to discuss declaration.	2.50	\$450.00	\$1,125.00
KN	10/24/2025	Review Defendant revisions to Exhibits; revise Exhibit for final; email Defendant	1.50	\$950.00	\$1,425.00
KN	10/24/2025	Review Defendant revisions to Agreement; review final agreement circulated by JH; execute Agreement; memo to JH	0.50	\$950.00	\$475.00
JH	10/29/2025	F/u with defense counsel re agreement execution	0.20	\$750.00	\$150.00
JH	11/10/2025	Review fully executed copy; corresp w defense counsel re decl. per section 7.1; advise team	0.40	\$750.00	\$300.00
JH	11/21/2025	Review/analyze file; draft/revise CMC stmt; advise HD	0.40	\$750.00	\$300.00
JH	12/01/2025	Review/analyze Defendant's decl. per 7.1 of the agreement; advise KN	0.30	\$750.00	\$225.00
TM	12/09/2025	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
TM	12/10/2025	Attended CMC; advised firm and team re status following hearing.	1.20	\$450.00	\$540.00

JH	01/07/2026	Review/analyze file; discuss MPA with KN; corresp w defense counsel re same	0.30	\$750.00	\$225.00
KN	02/02/2026	Draft motion for preliminary approval; prepare approval outline; discuss issues with JH; email Defendant	4.50	\$950.00	\$4,275.00
JH	02/03/2026	Review/analyze draft MPA; discuss with KN	0.60	\$750.00	\$450.00
KN	02/05/2026	Work on approval issues; revise motion; emails with Defendant; memo to staff	1.00	\$950.00	\$950.00
KN	02/05/2026	Draft declaration ISO motion; further analysis for Kullar information; review pleadings and litigation history; plan next steps; emails with staff	4.00	\$950.00	\$3,800.00
KN	02/06/2026	Work on motion for preliminary approval; revise declaration; finalize motion documents and exhibits; prepare motion for filing; file and serve motion; serve LWDA	3.40	\$950.00	\$3,230.00
JH	02/06/2026	Review/analyze revised and final MPA and supporting docs; discuss with KN	0.60	\$750.00	\$450.00
HD	03/03/2026	Review ROA and status of the matter. Including recent orders. Draft shell for Plaintiff's Case Management Conference Statement. Forward to attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
JH	03/04/2026	Review file; draft/revise CMC stmt; advise HD re filing	0.40	\$750.00	\$300.00
HD	03/04/2026	Edit, execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
TM	03/18/2026	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
KN	03/19/2026	Court appearance - motion for preliminary approval; prepare for hearing; update chart; memo to file	1.30	\$950.00	\$1,235.00
TM	03/23/2026	Reviewed TPA's settlement timeline.	0.20	\$450.00	\$90.00
JH	04/14/2026	Review/analyze preliminary calculations for settlement approval; circulate	0.30	\$750.00	\$225.00
KN	04/14/2026	Review Admin email; Review spreadsheet and double check figures; respond to Admin.	0.40	\$950.00	\$380.00
TM	04/30/2026	Reviewed TPA's mailing notice status report.	0.20	\$450.00	\$90.00
TM	05/07/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
TM	05/25/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
TM	05/28/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00

TM	06/04/2026	Reviewed TPA's settlement report.	0.20	\$450.00	\$90.00
TM	06/11/2026	Email from TPA; reviewed settlement report.	0.20	\$450.00	\$90.00
JH	07/10/2026	Review MPA Order and settlement agreement; analyze settlement admin reports and declaration; discuss with KN; assess attorney costs and billing for loadstar analysis; draft MFA/Fee Motion notice and memorandum	3.80	\$750.00	\$2,850.00
TM	07/11/2026	Reviewed TPA's declaration; reviewed TPA's estimated final calculations.	0.40	\$450.00	\$180.00
KN	07/14/2026	Review and revise draft motion for final approval; research issues; review and redline draft Admin decl; update approval chart; memo to staff; email Defendant	2.50	\$950.00	\$2,375.00
KN	07/14/2026	Review and revise proposed order; prepare redlines; email Defendant	0.50	\$950.00	\$475.00
JH	07/15/2026	Review KN revisions to MFA/Fee motion; further analyze attorney costs and billing for loadstar analysis; draft declaration in support of MFA/Fee Motion; discuss with KN	2.30	\$750.00	\$1,725.00
KN	07/17/2026	Review and revise draft declaration; review billing statement for accuracy and update billing for final	1.25	\$950.00	\$1,187.50
KN	07/20/2026	Review and revise motion for final approval; finalize motion; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
				Quantity Subtotal	196.4
				Services Subtotal	\$144,505.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/20/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	05/30/2024	One Legal/Court Fees	1.00	\$1,512.08	\$1,512.08
Expense	06/27/2024	One Legal/Court Fees	1.00	\$467.55	\$467.55
Expense	07/18/2024	KNOX filing and Messenger Service	1.00	\$157.65	\$157.65
Expense	07/18/2024	KNOX filing and Messenger Service	1.00	\$67.75	\$67.75
Expense	07/22/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	07/24/2024	KNOX filing and Messenger Service	1.00	\$35.75	\$35.75
Expense	07/24/2024	One Legal/Court Fees	1.00	\$15.39	\$15.39

Expense	07/25/2024	One Legal/Court Fees	1.00	\$19.30	\$19.30
Expense	08/19/2024	One Legal/Court Fees	1.00	\$467.55	\$467.55
Expense	08/20/2024	One Legal/Court Fees	1.00	\$61.77	\$61.77
Expense	08/20/2024	One Legal/Court Fees	1.00	\$19.71	\$19.71
Expense	08/23/2024	One Legal/Court Fees	1.00	\$15.39	\$15.39
Expense	08/29/2024	One Legal/Court Fees	1.00	\$19.30	\$19.30
Expense	10/31/2024	Mediation Fees - Serratore	1.00	\$15,000.00	\$15,000.00
Expense	11/08/2024	One Legal Invoice No. 06543910	1.00	\$21.37	\$21.37
Expense	11/22/2024	FedEx	1.00	\$50.26	\$50.26
Expense	07/01/2025	Berger Consulting Fee.	1.00	\$6,305.00	\$6,305.00
Expense	07/16/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	11/24/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	02/09/2026	One legal filing charge - motion	1.00	\$98.01	\$98.01
Expense	02/10/2026	One legal charge	1.00	\$93.15	\$93.15
Expense	03/04/2026	One Legal/Court Fees	1.00	\$24.53	\$24.53
Expense	07/20/2026	One legal filing charge - motion for final approval	1.00	\$98.01	\$98.01
Expenses Subtotal					\$24,722.88

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	18.0	\$895.00	\$16,110.00
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	40.5	\$850.00	\$34,425.00
Ricardo Ehmann	15.7	\$675.00	\$10,597.50
Jeffrey Herman	29.5	\$750.00	\$22,125.00
Trevor Moran	15.1	\$450.00	\$6,795.00
Kyle Nordrehaug	35.0	\$950.00	\$33,250.00
Sergio Puche	17.3	\$675.00	\$11,677.50
Heather Drosi	9.3	\$250.00	\$2,325.00
		Quantity Total	196.4
		Subtotal	\$169,227.88

Total \$169,227.88

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/19/2026	\$169,227.88	\$0.00	\$169,227.88
Outstanding Balance				\$169,227.88
Total Amount Outstanding				\$169,227.88

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

Please pay within 30 days.

EXHIBIT #4

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.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

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Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SHERRY RUMPH, as an individual, on behalf
of herself and those similarly situated and on
behalf of the State of California, as a private
attorney general,

Plaintiffs,

vs.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24LBCV01324

**DECLARATION OF SHERRY RUMPH
MORALES IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Nicole M. Heeseman

Dept: S25

Date Filed: June 26, 2024

Trial Date: Not set

1 I, Sherry Rumph, declare as follows:

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

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

7 3. I worked for the defendant Sedgwick Claims Management Services, Inc. ("Sedgwick") in
8 California from October of 2022 to June of 2023, and during that time period was misclassified by
9 Sedgwick as a salaried employee who was exempt from overtime pay and the legally required meal
10 and rest breaks.

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

17 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
18 that my legal rights as an employee and others like me were violated. I was misclassified as a
19 salaried employee who was exempt from overtime pay and the legally required meal and rest breaks.
20 Indeed, as a result of my misclassification, I was not paid overtime wages, despite working over 40
21 hours in any given week. I was also not provided proper meal and rest periods due to
22 misclassification. Defendant also therefore failed to pay my "paid time off" at my regular rate

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

1 filings from this case on my attorney's law firm website. Also, I was informed that Sedgwick had
2 the right to take my deposition, and that the preparation and deposition itself could take multiple
3 days. Although my deposition was not taken, I feel I would have been adequately prepared and
4 comfortable to give testimony on my experiences.

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

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

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

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

26 11. A mediation took place on June 23, 2025, with Steve Serratore, Esq., a well-respected and
27 experienced mediator of wage and hour class actions. After the mediation the parties were able to
28 come to an agreement to settle the action. I communicated with my attorneys regarding the terms

1 of the settlement which was reached between the parties and understood that I was representing
2 absent class members and therefore wanted the best possible result to be obtained for the class
3 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
4 signed the Memorandum of Understanding on July 24, 2025. When the final settlement agreement
5 was ready, I reviewed it closely and signed it.

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

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

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

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

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

3 Executed on 10/24/2025, at Moreno Valley, CA.
4 (city, state)

5
6 

Sherry Rumph (Oct 24, 2025 14:42:40 PDT)

Sherry Rumph