

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

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

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

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

19 Plaintiff,

20 vs.

21 SEDGWICK CLAIMS MANAGEMENT
22 SERVICES, INC., a Corporation; and DOES
23 1 through 50, inclusive,

24 Defendants.

CASE NO.: **24LBCV01324**

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

Hearing Date: March 19, 2026

Hearing Time: 8:30 a.m.

Reservation ID: **409968714504**

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 for Plaintiff Sherry Rumph ("Plaintiff") in this matter. As such, I am fully familiar with the
4 facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Sedgwick Claims
8 Management Services, Inc. ("Defendant") which seeks entry of an order: (1) 1) preliminarily
9 approving the proposed settlement of this class action with Defendant; (2) for settlement purposes
10 only, conditionally certifying the Class, which is comprised of "all individuals who are or
11 previously were employed by Defendant as Field Case Managers and who were classified as
12 exempt from overtime wages in California at any time during the Class Period", which is May 24,
13 2020 through August 24, 2025; (3) provisionally appointing Plaintiff as the representatives of the
14 Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
15 Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that
16 notice of the proposed settlement be given to the class; (7) appointing Apex Class Action LLC as
17 the Administrator, and (8) scheduling a final approval hearing date, proposed for August 13, 2026,
18 which is 120 days from preliminary approval, to consider Plaintiff's motion for final approval of the
19 settlement and for approval of attorneys' fees, expenses and service award. Plaintiff and Defendant
20 (collectively the "Parties") have reached a full and final settlement of the above-captioned action,
21 which is embodied in the Class Action and PAGA Settlement Agreement ("Agreement"). A true
22 and correct copy of the signed Agreement is attached hereto as Exhibit #1. The form of the
23 Agreement is based upon the Los Angeles County Superior Court model form for a class and
24 PAGA settlement. A redline comparison between the Agreement and the Court's model form for a
25 class and PAGA settlement is attached hereto as Exhibit #2. This Declaration incorporates by
26 reference the definitions in the Agreement, and all terms defined therein shall have the same
27 meaning as set forth in the Agreement.
28

1 Fairness of Settlement

2 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
3 of Eight Hundred Forty Thousand Dollars (\$840,000) (the “Gross Settlement Amount”) is to be
4 paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
5 issues pending in the Action between the Parties and will be made in full and final settlement of the
6 Released Class Claims in exchange for the payments to Participating Class Members from the Net
7 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
8 fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment
9 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.21.) The
10 following is a table of the key financial terms of the Settlement and the proposed deductions:

11 **\$840,000** (Gross Settlement Amount)

- 12 - \$15,000 (Plaintiff’s proposed service awards - not to exceed amount)
13 - \$36,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
14 - \$280,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
15 - \$20,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
16 - \$5,000 (Administration Expenses Payment - not to exceed amount)

17 **\$484,000** (Net Settlement Amount)

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

23 5. On June 24, 2025, the Parties participated in an all-day mediation session presided
24 over by Steve Serratore, Esq., a respected and experienced mediator of wage and hour class actions.
25 In preparation for the mediation, Defendant provided Class Counsel with payroll and employment
26 data and other information concerning the Class Members, various internal documents, and other
27 compensation and employment-related materials. Class Counsel analyzed the data with the
28 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the

mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

6. **Maximum Valuation and Discounted Valuation.** Based upon 85 Class Members who collectively worked 8,828 workweeks (Declaration of Geoffrey La Val at ¶ 4), the Gross Settlement Amount provides an average value of \$9,882 per Class Member and \$95 per workweek and after deductions, the Net Settlement Amount provides an average recovery of \$5,694.11 per Class Member and a recovery of \$54.82 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff retained this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$2,021,989 for the alleged unpaid overtime wages due to off-the-clock work at 3.25 hour per week, \$425 for the alleged underpaid PTO wage based on the alleged miscalculation of the regular rate, \$637,535 for the alleged meal period damages based upon a 50% potential violation rate, and \$637,535 for alleged rest period damages based upon a 50% potential violation rate, \$9,925 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of \$3,307,409. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$452,046, and potential maximum wage statement penalties were \$192,900.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount

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

1 of \$840,000 represents more than 22% of the maximum value of the alleged damages at issue in this
2 case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith
3 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
4 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
5 even if wages were owed to the Class. The above maximum calculations should then be adjusted in
6 consideration for both the risk of class certification and the risk of establishing class-wide liability
7 on all claims. Given the amount of the settlement as compared to the potential value of claims in
8 this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific
9 details as to the calculation and valuation of the claims for purposes of mediation and the
10 negotiation of the Settlement are as follows:

11 **A. Payroll and Timekeeping Data.** Defendant is a global leader in is the
12 global leader in claims administration. Plaintiff received and Plaintiff's
13 expert analyzed payroll and time punch data which covered 20 employees,
14 6,490 shifts worked and 2,336 workweeks covering the period 1/2/2021 -
15 4/5/2025, which was then extrapolated to the entire Class at the time of
16 mediation. Based on the data received, the average rate of pay for the Class
17 used in the class-wide valuation calculations was \$48.30.

18 **B. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
19 allegations that Defendant misclassified the Class Members as exempt from
20 overtime under Labor Code § 515, and therefore failed to compensate them
21 for hours worked in excess of 40 hours a week. Off-the-clock damages
22 assume these employees were not paid 3.25 hour per workweek. 100% of
23 these hours are assumed overtime. Unpaid OTC wages are calculated as the
24 sum of unpaid regular OTC wages (at hourly rate) and unpaid overtime OTC
25 wages (at 1.5x hourly rate). As a result, the maximum value of the claim for
26

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

1 unpaid wages due to alleged off-the-clock work was \$2,021,989. In light of
2 the Defendant's classification of all of these employees as exempt, Plaintiff
3 believes that class certification for this claim is a medium risk but that the
4 off-the-clock claims are difficult to prove on a class-wide basis for liability
5 and recovery given the lack of documentation and the potential for individual
6 variances as to time and experience, not to mention Defendant's position the
7 exempt classificaiton complied with Labor Code §515. Plaintiff discounted
8 this maximum valuation for this claim by 50% for the risk of certification and
9 30% for the risks of class-wide liability and recovery, resulting in a
10 discounted value of \$303,298.

11 **C, Alleged Underpayment of Overtime Wages.** Plaintiff alleges that when
12 paying paid time off (PTO), the Defendant incorrectly calculated the regular
13 rate used for these wages. Plaintiff alleged that the following pay period
14 remunerations were not included in the regular rate: CCRN NIGHT SHIFT
15 PREM (1), INCENTIVE (131), REFERRAL BONUS (6), SIGNING
16 BONUS (2), STIPEND (270), SUPPLEMENTAL BONUS (1), PROF
17 DESIGNATION AWARD (2). 5% of employees and 0.1% of pay periods
18 have alleged overtime underpayments. The damages are calculated as the
19 differences between the overtime earnings, assuming these earnings were
20 paid properly at the regular rate including all remunerations above, and the
21 actual payouts. The alleged unpaid wages from the miscalculation of the
22 regular rate applicable to overtime was calculated to total \$425. Plaintiff
23 believes this was a clear basis for liability as a matter of pure math, however,
24 the damages for the Class are low. Plaintiff maintains that there is a high
25 degree this claim would be certified and a good degree that liability could be
26 establish on a class-wide basis. As a result, Plaintiff did not discount this
27 claim when evaluating the reasonableness of a settlement, resulting in a value
28 of \$425.

1 **D, Meal Period Violations.** The meal period claim is based upon the
2 classification of the Class Members as exempt, which means that meal
3 periods were not recorded and Plaintiff alleges that Class Members were
4 required at time to work through meal periods and did not timely receive
5 such meal periods. For this claim, Plaintiff used the assumption that 50% of
6 meal periods were missed or late. The damages for a missed period is one
7 hour of pay under Labor Code §§266.7 and 512. As a result, the maximum
8 potential damages for alleged meal period violations using the 50% potential
9 violation rate were therefore calculated to be \$637,535. The meal period
10 claim presents a medium likelihood of class certification based upon the
11 exempt classification policy, but a lower likelihood that class-wide liability
12 and recovery could be obtained at trial, because Defendant presented not only
13 the absolute defense of the exemption, but also argued that Class members
14 controlled their own schedule and in fact took meal periods. Plaintiff
15 discounted this maximum valuation for this claim by 50% for the risk of
16 certification and 30% for the risks of class-wide liability, resulting in a
17 discounted value of \$95,630.

18 **E. Alleged Rest Period Violations.** The rest period claim is difficult to
19 calculate because California law does not require rest periods to be recorded.
20 For this claim, Plaintiff used the same 50% violation assumption used for
21 meal periods. The damages for a missed period is one hour of pay under
22 Labor Code §§266.7 and 512. As a result, the maximum potential damages
23 for alleged rest period violations using this 50% violation rate were estimated
24 to be \$637,535. As with the meal period claims and for the same reasons, the
25 rest period claim presents a medium likelihood of class certification and a
26 lower likelihood that class-wide liability and recovery could be obtained at
27 trial. Plaintiff discounted this maximum valuation for this claim by 50% for
28

1 the risk of certification and by 30% for the risks of class-wide liability,
2 resulting in a discounted value of \$95,630.

3 **F. Alleged Business Expenses Reimbursement.** The expense reimbursement
4 claim was based upon the personal cell phone usage for work purposes, such
5 as calls with management. The value of this claim used was \$5 per month to
6 calculate that the maximum potential damages for the alleged failure to
7 reimburse business expenses were \$9,925. Plaintiff believes that there is a
8 high likelihood of class certification for this claim, and medium likelihood of
9 class-wide liability. Defendant contended that any personal cell phone usage
10 was merely convenient and voluntary such that reimbursement was not
11 legally required. This defense could result in a denial of a denial of liability
12 on this claim. Plaintiff did not discount this claim for the risk of certification,
13 but discounted the claim by 50% for the risks of class-wide liability and
14 recovery, resulting in a discounted value of \$4,963.

15 **G. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for
16 all 39 terminated employees x 30 days x 8 hours per day. As such, the
17 maximum value of the potential waiting time penalties were calculated to be
18 \$452,046. This claim is entirely derivative of the unpaid wage claims above,
19 and therefore suffers from the same risks, plus Defendant maintains
20 additional defenses of a good faith defense specific to this claim. The recent
21 decision that good faith belief dispute as to wages owed by the employer in
22 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could
23 completely negate this claim even if wages were owed to the class. In light
24 of the state of the law, and the Defendant's defenses not only to the predicate
25 claims and certification, but also as to a good faith defense to the wage
26 statement claim resulting in an additional risk discount by 25%, Plaintiff
27 discounted ths claim significantly to \$16,952.
28

1 **H. Alleged Wage Statement Penalties.** Wage Statement Penalties are
2 calculated at \$50 for the initial violation and \$100 for each subsequent
3 violation with a max of \$4,000 per employee (assumes 100% violation). The
4 Wage Statement claim is predicated and is derivative of the above claims, so
5 the maximum valuation assumed there was a violation in every pay period
6 within the applicable one-year statute of limitation. The maximum value of
7 the potential wage statement penalties were therefore calculated to be
8 \$192,900. This claim is entirely derivative of the unpaid wage claims above,
9 and therefore suffers from the same risks, plus Defendant maintains
10 additional defenses of a lack of knowing and willful conduct specific to this
11 claim. The recent decision that good faith belief of compliance by the
12 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
13 (2024), could completely negate this claim even if wages were owed to the
14 class because Defendant argued that its exempt classificaiton was made in
15 good faith. In light of the state of the law, and the Defendant's defenses not
16 only to the predicate claims but also as to a good faith defense to the wage
17 statement claim resulting in an additional risk discounting by 25%, Plaintiff
18 discounted ths claim significantly to \$7,234.

19 **I. Total Discounted Valuation.** Based upon the above discounted valuations
20 for each of the above class claims, the total discounted valuation for all class
21 claims would be \$524,132, which compares favorably to the Gross
22 Settlement Amount in this Settlement.

23 **J. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
24 penalties are paid primarily (75%) to the State of California, and do not
25 compensate for or release the individual claims of the employees. As such,
26 the PAGA Claim is not included in this valuation, however, the PAGA claim
27 is addressed separately below at paragraph 33.
28

1 Procedural History of the Litigation

2 7. On February 20, 2024, Plaintiff filed with the LWDA and served on Defendant
3 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
4 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA
5 Notice specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a),
6 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
7 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and violation of the applicable Wage
8 Order(s). This PAGA Notice is attached hereto as Exhibit #3 for the Court's reference and also
9 included a copy of the draft complaint with the PAGA Notice.

10 8. On May 24, 2024, Plaintiff filed a Class Action Complaint against Defendant in the
11 Superior Court of the State of California, County of Riverside. This Class Action Complaint
12 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
13 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code
14 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
15 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code
16 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
17 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
18 Labor Code §§ 226.7 and 512; (7) failure to to reimburse employees for required expenses in
19 violation of California Labor Code § 2802; and, (8) failure to provide wages when due in violation
20 of California Labor Code §§ 201, 202 and 203. On June 26, 2024, Plaintiff filed a separate
21 Representative Action Complaint in the Superior Court of the State of California, County of Los
22 Angeles against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint
23 asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699,
24 et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 226(a), 226.7, 351, 510,
25 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
26 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

27 9. On August 16, 2024, the Parties stipulated to the filing of a First Amended Class and
28 Representative Action Complaint the PAGA Action to add the claims and parties in the Class

1 Action. The Court granted the Parties' stipulation and on August 20, 2024, the First Amended Class
2 and Representative Action Complaint was filed in the Los Angeles Superior Court. Subsequently,
3 Plaintiff dismissed the separate Class Action without prejudice on August 29, 2024. The First
4 Amended Class and Representative Action Complaint is the operative complaint (the "Operative
5 Complaint").

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

17 11. Class Counsel has extensive experience in litigating wage and hour class actions in
18 California. The Parties have intelligently litigated the Action since inception. During the course of
19 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
20 Defendant have engaged in significant research and investigation in connection with the Action.
21 Plaintiff obtained informal discovery and the production of relevant documents and data from the
22 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution
23 of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

24 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
25 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
26 documents and information in connection with the Action. On June 24, 2025, the Parties
27 participated in an all-day mediation presided over by Steve Serratore, a respected mediator of wage
28 and hour representative and class actions. Following the mediation, each side, represented by its

1 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
2 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
3 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
4 contentious.

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

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

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

5
6 Settlement Terms and Plan of Allocation

7 15. The Gross Settlement Amount is Eight Hundred Forty Thousand Dollars (\$840,000).
8 (Agreement at ¶ 1.21.) The Declaration of Georffrey La Val confirms the Class size as 85 Class
9 Members with 8,828 Workweeks, and thereby verifies that the escalator provision was not
10 triggered. Under the Settlement, the Gross Settlement Amount consists of the following elements:
11 (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class
12 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration
13 Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA
14 Penalties payment allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA
15 Payments. (Agreement at ¶ 1.21.) The Gross Settlement Amount does not include Defendant's
16 share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no
17 reversion to Defendant. (Agreement at ¶ 3.1.)

18 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
19 payroll taxes thereon no later than 60 days after the Effective Date. (Agreement at ¶ 4.3.) The
20 distribution of Individual Class Payments to Participating Class Members will be made within 14
21 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

22 17. The amount remaining in the Gross Settlement Amount after the deduction of
23 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
24 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
26 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
27 ¶¶ 1.27 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing
28 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. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

19. Participating Class Members must cash their Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent 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). (Agreement at ¶ 5.4.)

20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed \$5,000. (Agreement at ¶ 3.2(c).) Apex Class Action provided an estimate of \$4,500 for administration expenses as set forth in the declaration from Apex Class Action, submitted herewith.

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$36,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000

1 to the Plaintiff as her Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

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

11
12 Risks of Continued Litigation and Standards for Approval

13 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
14 and trying this Action against Defendant through possible appeals which could take several years.
15 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
16 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
17 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
18 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
19 the Agreement is in the best interest of the Class Members.

20 24. A number of defenses asserted by Defendant present serious threats to the claims of
21 the Plaintiff and other Class Members. The Action alleges that Case Manager employees where
22 misclassified as “exempt” under Labor Code ¶515. Therefore, Defendant’s primary defense was
23 that the Class Members were properly classified as exempt under the administrative exemption.
24 Courts have been split on this issue with regard to other employers. Defendant asserted that
25 Defendant’s practices complied with all applicable Labor laws. Defendant also contends that its
26

27
28 ³ 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 meal and rest period policies fully complied with California law and Defendant did not fail to
2 provide the opportunity for legally required meal and rest breaks. Defendant could argue that the
3 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's
4 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant
5 contends that there was no failure to pay for business expenses. Defendant further contends that
6 any cell phone usage was merely convenient and voluntary such that reimbursement was not legally
7 required. Finally, Defendant also argues that based on its facially lawful practices, Defendant acted
8 in good faith and did not willfully misclassify the Class Members as exempt as Plaintiff contends,
9 which could negate the claims for waiting time penalties and/or inaccurate wage statements
10 altogether. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024)
11 ("if an employer reasonably and in good faith believed it was providing a complete and accurate
12 wage statement in compliance with the requirements of section 226, then it has not knowingly and
13 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses
14 could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
15 these defenses could be overcome, Defendant maintains these defenses have merit and therefore
16 present a serious risk to recovery by the Class.

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

1 26. This settlement is therefore certainly entitled to preliminary approval. Were this
2 case to go to trial, the Plaintiff and the other class members would need to prove, among other
3 things, that the Class was misclassified as exempt and that wages were owed on a class-wide basis.
4 As explained below, this was and is a substantial risk.

5 A. **Risks With Specific Claims and Their Class-Wide Valuations** - The Defendant
6 asserted a complete defense to the wage claims based on the exempt classification
7 under Labor Code §515. In other cases, this defense was successfully used by the
8 employer to defeat class certification and to defeat liability. Even after this
9 overarching defense, the specific claims also had risks which impacted both liability
10 and the valuation of the claims. While liability and certification of the claim based
11 on the underpayment of PTO and for the business expense reimbursement claims
12 was strong in my opinion, the damages to the Class were very small. The meal and
13 rest break claims present significant hurdles for class certification because of the
14 potential for individual issues as to whether a break was missed and why a break
15 was missed. In my experience, these claims would be difficult to certify. As to the
16 alleged claim for off-the-clock work, again this claim presented problems both as to
17 certification and liability. Defendant disputed that the alleged off-the-clock work
18 would amount to 3.25 hours per week as Plaintiff calculated, and there were no time
19 records Plaintiff could use to prove class-wide damages. Therefore, this claim would
20 be difficult to prove and to value on a class-wide basis even if certified. Finally, as
21 to the statutory penalties relating to waiting time and wage statements, these claims
22 are both derivative of the above claims and are subject to their own defenses. As
23 discussed above, the Defendant asserted significant defenses to all of the predicate
24 violations, as well as the exemption defense, which means that under the new
25 decision in *Naranjo*, even if the violations were proven, these penalties would be
26 denied. As a result, the claims for statutory penalties could have no value through
27 continued litigation.

28 27. Plaintiff will apply to the Court for a Class Representative Service Payment in

1 consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶
2 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel over the course of
3 litigation. The Declaration of the Plaintiff is submitted in support. At this stage, the not to exceed
4 amount for the requested service award is within the accepted range of awards for purposes of
5 preliminary approval, subject to the Court's determination at final approval. *See e.g. Andrews v.*
6 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that
7 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,
8 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service
9 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
10 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*
11 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
12 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,
13 *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of
14 \$100,000 in enhancements).

15 28. The stage of the proceedings at which this Settlement was reached also militates in
16 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
17 conducted a thorough investigation into the facts of the class action. Class Counsel began
18 investigating the Class Members' claims before the Action was filed, and during the course of
19 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
20 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
21 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
22 similar employment claims in other actions. Accordingly, the agreement to settle did not occur
23 until Class Counsel possessed sufficient information to make an informed judgment regarding the
24 likelihood of success on the merits and the results that could be obtained through further litigation.

25 29. Based on the foregoing data and their own independent investigation and evaluation,
26 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
27 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
28 Class in light of all known facts and circumstances, including the risk of significant delay, defenses

1 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
2 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
3 success on the merits and the results that could be obtained through further litigation.

4
5 Class Certification Issues

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

10 All individuals who are or previously were employed by Defendant as Field Case
11 Managers and who were classified as exempt from overtime wages in California at
12 any time during the Class Period.

13 (Agreement at ¶ 1.5.)

14 The Class Period is from May 24, 2020 through August 24, 2025. (Agreement at ¶ 1.13.)

15 a. **Numerosity** - Plaintiff asserts that the 85 current and former employees that
16 comprise the Class can be identified based on Defendant's records and are sufficiently numerous for
17 class certification.

18 b. **Common Issues Predominate** - Plaintiff contends that common questions of
19 law and fact are present, specifically the common questions of whether Defendant's employment
20 practices were lawful, whether Defendant misclassified the Class Members as exempt, whether
21 Defendant failed to provide meal and rest periods to Class Members, whether Class Members were
22 lawfully compensated for all hours worked, whether Defendant failed to provide required expense
23 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
24 these practices. Plaintiff contends that certification of this Class is appropriate because Defendant
25 allegedly engaged in uniform practices with respect to the Class Members. As a result, these
26 common questions of liability could be answered on a class wide basis.

27 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
28 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a

1 exempt employee, and, like every other member of the Class, was subject to the same employment
2 practices. Plaintiff, like every other member of the Class, also claims owed compensation as a
3 result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and
4 the members of the Class arise from the same course of conduct by Defendant, involve the same
5 issues, and are based on the same legal theories.

6 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
7 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
8 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
9 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
10 and has actively participated in the prosecution of this case to date. Plaintiff effectively
11 communicated with Class Counsel, provided documents and information to Class Counsel, and
12 participated in the investigation and resolution of the Action. The personal involvement of the
13 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
14 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
15 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
16 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
17 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
18 adequacy of representation is satisfied.

19 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
21 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
22 experience. We have handled a number of class actions and complex cases and have acted both as
23 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
24 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
25 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
26 employment law class actions, including claims for misclassification, overtime, expense
27 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
28 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage

1 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
2 adequate counsel by the courts throughout California. We have been approved as experienced class
3 counsel by both state and federal courts in California in contested class certification proceedings. A
4 true and correct copy of the resume of my firm is attached hereto as Exhibit #4. The Class in this
5 settlement is defined as “all individuals who are or previously were employed by Defendant as
6 Field Case Managers and who were classified as exempt from overtime wages in California at any
7 time during the Class Period.” I have reviewed my firm’s cases and representation of other
8 plaintiffs and there is no conflict or representation which would prevent my firm from representing
9 the interests of the Class this case. My firm only represents employees, and not employers. My
10 firm has never represented Defendant nor any affiliate of the Defendant. My firm’s only interest in
11 the subject matter of this litigation is to ensure a recovery to the Class and to maximize that
12 recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with
13 our allegiance to pursue the claims on behalf of other employees and classes as the claims are all
14 against different and distinct employers. I can think of no conflict that would arise in our
15 representation of the Class and our adequate representation of the Class is evidenced by the
16 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
17 neither the Plaintiff nor Class Counsel have any affiliation with the proposed Administrator for this
18 settlement. Thus, the adequacy requirement for my firm is satisfied.

19 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
20 respective counsel and to be approved by the Court, is based on the Los Angeles model form and
21 includes all relevant information. (*See* Exhibit “A” to the Agreement.) The Parties have agreed that
22 the Class Notice need only be in English because all Class Members were required to be fluent in
23 English as a condition of their employment. The Class Notice will include, among other
24 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members
25 if they do not opt out, including a description of the applicable release; (iii) information to the Class
26 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
27 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and
28 expenses to be sought; (v) the amount of the Plaintiff’s service award request; and (vi) the

1 anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall
2 have sixty (60) days from the date that the Class Notice is mailed to them (the "Response
3 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.41,
4 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and/or requests
5 for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.)
6 Class Members who do not submit a timely and proper request to opt-out will automatically receive
7 a payment of their Individual Class Payment. This notice program was designed to meaningfully
8 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
9

10 33. The PAGA Claim -

11 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
12 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
13 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
14 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
15 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
16 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
17 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
18 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
19 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
20 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
21 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
22 class members." (LWDA Response at p.4).

23 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
24 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be
25 between \$95,000 and \$190,000 for a single violation in every one of the 1,900 pay periods at issue
26 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
27 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
28 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate

1 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
2 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim
3 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
4 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
5 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
6 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
7 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
8 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
9 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
10 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
11 PAGA claim. Even if we assume that violations for all 1,900 pay periods were established, using
12 the valuation from *Carrington* results in a potential realistic recovery of only \$9,500 under PAGA.
13 This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
14 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
15 reasoning of the LWDA in *O'Connor v. Uber*.

16 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
17 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
18 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
19 approximately 2.3% of the total settlement value to resolve the PAGA claims applicable to the class
20 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
21 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
22 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
23 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$95,000 and \$190,000 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA
casts further doubt on whether stacking would be permitted.

1 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
2 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
3 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
4 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
5 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
6 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
7 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
8 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
9 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
10 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
11 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
12 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
13 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
14 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
15 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
16 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
17 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
18 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
19 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
20 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
21 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
22 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
23 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
24 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
25 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
26 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
27 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
28 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement

1 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
2 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
3 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
4 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
5 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
6 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
7 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
8 0.34% of \$1,450,000 settlement amount).

9
10 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
11 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
12 reasonable, and at the time of final approval, my firm will present lodestar to further support the
13 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
14 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
15 of the class action awards obtained by Class Counsel in similar employment actions throughout the
16 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
17 settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior
18 Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a
19 wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
20 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third
21 fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
22 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger
23 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,
24 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP
25 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
26 settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento
27 Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-
28 third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*

(Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class

1 settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
2 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and
3 hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County
4 Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee
5 award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger*
6 *Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster
7 approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v.*
8 *Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz
9 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
10 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge
11 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November
12 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-
13 02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.
14 On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-
15 2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class
16 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
17 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
18 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
19 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
20 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
21 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
22 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in
23 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri
24 Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025,
25 in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge
26 Theodore Zayner approved a one-third fee award in a wage and hour class settlement. A fee award
27 equal to one-third of the common fund is therefore reasonable in light of the fees that have been
28 awarded in other similar cases.

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

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

36. Potentially Related Other Actions - Besides this Action, I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.8.) I have searched the LWDA database which evidences that there are no other currently pending PAGA actions against Defendant as to exempt Field Case Manager employees (other than PAGA Notice served in this Action).

37. Administration - After seeking bids from qualified administrators, Apex Class Action was selected as the Administrator, as Apex Class Action provided an estimate of \$4,500 to

1 perform the settlement administration for a Class of up 91. I have used Apex Class Action
2 successfully as the administrator in more than twenty class settlements in the last couple years and
3 know them to be competent and experienced. My firm has no relationship or connection with Apex
4 Class Action, and thus no conflict of interest exists. Submitted herewith is the Declaration of Sean
5 Hartranft from Apex Class Action which includes the estimate for administration from Apex Class
6 Action.

7
8 Service on the LWDA:

9 38. At the same time as the filing and service of this declaration, I also served the
10 LWDA with the entire motion for preliminary approval which service included the Class Action
11 and PAGA Settlement Agreement, which service is verified by the accompanying proof of service.
12 The service of the Agreement on the LWDA was also made on February 5, 2026 and a copy of the
13 email receipt for this service is attached hereto as Exhibit #5.

14
15 Defendant's Declaration:

16 39. The Declaration of Geoffrey La Val pursuant to paragraph 7.1 of the Agreement is
17 attached hereto as Exhibit #6. This Declaration verifies that Defendant is not aware of any other
18 pending matter that will be affected by the Settlement. The Declaration also confirms that there are
19 85 Class Members who collectively worked a total of approximately 8,828 Workweeks, which
20 means the escalator provision in paragraph 9 of the Agreement is not triggered.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 6th day of February, 2026, at La Jolla, California.

24 By: /s/ Kyle Nordrehaug
25 Kyle Nordrehaug
26
27
28

EXHIBIT #1

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

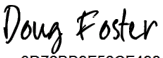
The Parties and their counsel hereby execute this Agreement.

Dated: 10/22/2025

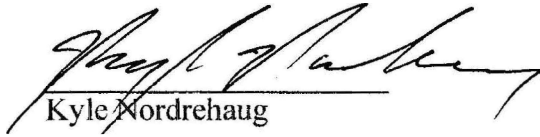
 Oct 22, 2025 21:17:26 PDT

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 Written 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.

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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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significant risks relating to certification, liability, and damages issues.

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

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other, proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists 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." The "Class Period" is May 24, 2020 through August 24, 2025.

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

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

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

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

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

25 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
26 than twenty-one (21) calendar days after this Order, Defendant will provide the Class Data to the
27 Administrator. The Administrator will perform address updates and verifications as necessary
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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 #2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ~~AND~~ CLASS NOTICE¹

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sherry Rumph (“Plaintiff”) and defendant XYZ (“XYZ”). Sedgwick Claims Management Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and XYZ 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 XYZ 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 ~~Employee~~ Employees” means [e.g., a person] all individuals who are or previously were employed by XYZ in California Defendant as Field Case Managers and who were classified as a who worked for XYZ exempt from overtime wages in California at any time during the PAGA Period².

1.5. “Class” means [define class e.g., all persons] all individuals who are or previously were employed by XYZ in California Defendant as Field Case Managers and who were classified as who worked for XYZ exempt from overtime wages in California at any time during the Class Period³.

~~1.1.~~ “Class Counsel” means _____.

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.

~~1.6.~~ 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to be paid to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action⁴.

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.

~~1.7.~~1.8. “Class Data” means Class Member identifying information in ~~XYZ’s~~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 ~~Workweeks~~ and PAGA Pay Periods: worked during the PAGA Period, as applicable.

~~1.8.~~1.9. ~~“Class Member” or “Settlement”~~ “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).

~~1.9.~~1.10. “Class Member Address Search” means the Administrator’s investigation and search for ~~current~~ Class ~~Member~~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.

~~1.10.~~1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ 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).

~~1.11.~~1.12. “Class Period” means the period of time from ~~_____~~ to ~~_____~~.ⁱⁱ May 24, 2020 through August 24, 2025.

~~1.12.~~1.13. “Class Representative” means the named Plaintiff in the ~~operative complaint~~Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.13.~~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 ~~and providing services, 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.~~

~~1.14.~~1.15. “Court” means the Superior Court of California, County of Los Angeles.

~~1.15.~~1.16. ~~“XYZ” means named Defendant”~~ means Sedgwick Claims Management Services, Inc.

~~1.16.~~1.17. “Defense Counsel” means Lois M. Kosch and Geoff D. La Val of Wilson Turner Kosmo LLP.

~~1.17.~~1.18. “Effective Date” means the date by when ~~both~~all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final; 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.

~~1.18.~~1.19. “Final Approval” means the Court’s ~~order granting final approval~~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.

~~1.19.~~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.

~~1.2.~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

~~1.20.~~1.21. “Gross Settlement Amount” means \$~~_____~~Eight Hundred Forty Thousand Dollars (\$840,000) which is the total amount ~~XYZ agrees to pay under the Settlement~~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.

~~PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.~~

~~1.21.~~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.

~~1.22.~~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 ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

~~1.23.~~1.24. "Judgment" means the judgment entered by the Court based upon ~~the~~Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

~~1.24.~~1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. ~~(i).~~(i), in effect prior to July 1, 2024, to receive the LWDA PAGA Payment.

~~1.25.~~1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. ~~(i).~~(i), in effect prior to July 1, 2024.

~~1.26.~~1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, ~~the~~LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and ~~the~~Administration Expenses Payment. The ~~remainder~~Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

~~1.27.~~1.28. "Non-Participating Class Member" means ~~any~~any Class Member who opts out of the Class Settlement by sending the Administrators~~submitting~~ a valid and timely Request for Exclusion: to the Administrator.

~~1.28.~~1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee ~~worked~~received a wage payment for ~~XYZ~~work performed as an exempt employee in California for ~~at least one day~~Defendant during the PAGA Period.

~~1.29.~~1.30. "PAGA Period" means the period of time from ~~_____ to _____.~~ⁱⁱⁱ April 22, 2023 through August 24, 2025.

~~1.30.~~1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.31.~~1.32. "PAGA Notice" means the Plaintiff's February 20, 2024 letter to ~~XYZ and the LWDA~~ [and Plaintiff's _____ letter to XYZ Defendant and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.32.~~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.

() and the 75% to LWDA () in settlement of PAGA claims.

~~1.33.~~1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34.1.35. “Plaintiff” means Sherry Rumph, the named plaintiff in the Action.

~~1.35.~~ 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.

~~1.3. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.36-1.37. “Released Class Claims” means the claims being released,~~ as described 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.

1.37.1.38. “Released PAGA Claims” means the claims being released, as described set forth in Paragraph 6.23 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.

~~1.38.1.39.~~ “Released Parties” means: ~~XYZ Defendant~~ and ~~each of~~ its former and present ~~directors, officers, shareholders, owners, [board members], attorneys, insurers, , trustees,~~ partners, representatives, heirs, executors, administrators, commonly owned or controlled entities, parents, subsidiaries, affiliates, shareholders, directors, members, agents, employees, attorneys, predecessors, successors, insurers, assigns [subsidiaries] [affiliates], 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.

1.39.1.40. “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.

~~1.40.1.41.~~ “Response Deadline” means ~~[e.g., sixty (60)]~~ 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) ~~fax, email, or mail~~submit Requests for Exclusion from the Settlement, ~~or~~ (b) ~~fax, email, or mail his or hers~~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.

~~1.41.~~1.42. “Settlement” means the disposition of the Action ~~effected~~and all related claims effectuated by this Agreement and the Judgment.

~~1.42.~~1.43. “Workweek” means any calendar week during the Class Period in which a Class Member ~~worked~~received a wage payment for XYZ ~~for at least one day, during the Class Period.~~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 alleging causes 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 XYZ 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

~~2.1.~~2.3. On _____ . [The Complaint 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 in the Action (the “Operative Complaint.”) [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).

~~2.2.2.4. Complaint.”]~~ XYZ 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 the Operative Complaint (or any complaints filed in the Action) and denies any and all liability for the causes of action alleged.

~~Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~ Mediation and Settlement

On June 24, 2025,

~~2.3.2.5. On _____~~ (type in additional dates), [the Parties participated in an all-day mediation presided over by _____ which led to this Agreement- 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 (describe alternative means of negotiation) 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.

(describe alternative means of negotiation)

1.4. _____ Prior to ☐ mediation ☐ ~~negotiating the Settlement~~, Plaintiff obtained, through

~~2.4.2.6. ☐ formal ☐ informal discovery, _____ (docum ents, testimony and information 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”).

1.5. _____ The Court ☐ has ☐ has not granted class certification.

(insert details as needed)

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.

2.5.2.8. 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, XYZDefendant promises to pay \$—\$840,000 and no more as the Gross Settlement Amount ~~[and to separately pay. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portionsportion of the Individual Class Payments.] XYZ 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 ~~6-14.3~~ 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 XYZDefendant.

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

(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~~).~~ XYZ 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 \$———. XYZ36,000. 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 ~~XYZ~~Defendant harmless, and indemnifies ~~XYZ~~Defendant, from any dispute or controversy regarding any division or sharing of any of these ~~Payments~~payments.

~~3.2.1.~~ To the Administrator: An Administrator~~Administration~~ Expenses Payment not to exceed

(c) ~~\$— \$5,000~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses ~~are~~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.

~~(d)~~(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.

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

~~3.2.1.1.~~ 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. ~~The~~
- i. ~~%~~ 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[e.g., non-wages, expense reimbursement, interest and penalties]~~ (the "Non-Wage Portion").^{vi} 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.

~~3.2.2. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ to be paid from the Gross Settlement Amount, with 75% (\$) allocated to the LWDA PAGA Payment and 25% (\$) allocated to the Individual PAGA Payments.~~

~~iii.i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.~~

~~iv.i. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

4. SETTLEMENT FUNDING ~~AND PAYMENTS.~~

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on ~~a review of~~ its records ~~to date, XYZ estimates there are~~ 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 ~~of 56~~ Aggrieved Employees who worked a total of 1,900 PAGA Pay Periods.
- 4.2. Class Data. Not later than ~~[e.g., 15]~~ twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, XYZ Defendant will ~~simultaneously~~ 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. XYZ Defendant has a continuing

duty to immediately notify Class Counsel if it discovers that the Class Data omitted ~~class member~~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 XYZDefendant 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. XYZDefendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ'sDefendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~sixty (60) days after the Effective Date.

5. ~~Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- ~~4.4.5.1.~~ Within ~~[14]~~fourteen (14) calendar days after XYZDefendant 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. ~~Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.~~

- ~~4.5.5.2.~~ 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 ~~date (not less than~~ “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 SettlementClass 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 ~~Settlement~~ 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.

- ~~4.6.5.3.~~ 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.

4.7.5.4. 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).]~~ ~~[or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")].~~ The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (b).

4.8.5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZDefendant 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.

5.6. ~~RELEASES~~ RELEASE OF CLAIMS. Effective on the date when XYZDefendant fully funds the entire Gross Settlement Amount and ~~funds~~ all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and ~~Class Counsel~~ the LWDA will release claims against all Released Parties as follows:

5.1.6.1. Plaintiff's General Release. Plaintiff and ~~his or~~ her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, ~~release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the Class Period],~~ 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, ~~[or ascertained during the Action and released under 6.2, below].~~ ("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) ~~6.1.1~~ Plaintiff's Waiver of Rights Under California 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.

~~5.2.6.2. Release by Participating Class Members Who Are Not Aggrieved Employees.~~ All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement 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.~~

~~5.3.6.3. Release by Non-Participating Class Members Who Are of PAGA Claims. All Aggrieved Employees: All Non-Participating Class Members who are 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 PAGA civil penalties pursuant to PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of and the Action] PAGA Notices including, e.g., “(a) any and all PAGA claims involving 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; etc.]; 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 to 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

6.7. MOTION FOR PRELIMINARY APPROVAL. ~~The Parties agree to jointly~~ Class Counsel shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s ~~current checklist for Preliminary Approvals 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).

6.1.7.1. XYZ’s Declaration in Support of Preliminary Approval. ~~Defendant’s Responsibilities.~~ Within twenty-one (21) days of the full execution of this Agreement, ~~XYZ~~ Defendant will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ and Defense Counsel~~ disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient.~~ In ~~their~~ Declarations, Defense Counsel and XYZ 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.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of

the PAGA Settlement under Labor Code Section 2699, subd. ~~(f)(2))~~; (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 ~~the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;~~ (v) a signed declaration

~~6.2.7.2. from~~ Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or] the Administrator [and/or the proposed Cy Pres];~~ (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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); ~~(vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court;~~ and ~~(vii)~~ all facts relevant to any actual or potential conflict of interest with Class Members, ~~or the Administrator and/or the Cy Pres Recipient.~~ In their Declarations, Plaintiff and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~6.3.7.3. Responsibilities of Counsel.~~ Class Counsel ~~and Defense Counsel are jointly~~ is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~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.

~~6.4.7.4. 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.

7.8. SETTLEMENT ADMINISTRATION.

~~7.1.8.1. 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.

7.2.8.2. 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.

7.3.8.3. 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.

7.4.8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA MembersAggrieved 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 {with Spanish translation, if applicable} 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 {3} business{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 {60} days otherwiseResponse 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, ~~XYZ~~the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in ~~person or by telephone, and in~~ good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14] days after~~fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

7.5.8.5. 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 ~~[60] days after the Administrator mails the Class Notice~~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.

~~6.1.1~~—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 ~~Paragraphs~~Paragraph 6.2 ~~and~~

- (c) ~~6.3~~—of ~~this~~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 ~~to the class action components of~~ the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void and the Class Member shall be deemed a Participating Class Member.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~7.6.8.6.~~ Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60] days~~ after until the Administrator mails the Class Notice Response Deadline (plus an additional ~~[fourteen (14)]~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of ~~Class~~ Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

~~7.7.8.7.~~ Objections to Settlement.

- (a) Only Participating Class Members may object to ~~the class action components of~~ the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service ~~Payment.~~ 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 ~~[60] days after the Administrator's mailing of the Class Notice~~ 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 ~~any of the class action components of~~ the Settlement.

~~7.8.8.8.~~ Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish ~~and~~, maintain, and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. 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) Requests~~Request~~ for Exclusion (Opt-outs)~~Outs~~ and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~{5}~~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.

~~(e)~~(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, ~~and checks mailed for Individual Class Payments and Individual PAGA Payments~~ (“Weekly Report”). The Weekly Reports must include ~~provide~~ the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~(d)~~(a) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

- (e) Administrator's Declaration. Not later than ~~{14}~~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 Settlement Administrator. Within ~~{ten (10)}~~ days after the Administrator disburses all funds ~~in~~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 ~~{15}~~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.

7. ~~CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]~~ Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were _____ Aggrieved Employees who worked _____ Pay Periods during the PAGA Period.^{vii}

9. XYZ'S 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.

8.10. 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, ~~XYZ~~ Defendant may ~~elect to~~, but is not obligated, ~~elect to~~, withdraw from the Settlement. The Parties agree that, if ~~XYZ~~ 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, ~~XYZ~~ Defendant will remain responsible for paying all ~~Settlement~~ Administration Expenses incurred ~~to that point.~~ XYZ 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; ~~late elections.~~ Invalid Requests for Exclusion will have no effect on this threshold for an election.

9.11. MOTION FOR FINAL APPROVAL. ~~Not~~ 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, ~~subd. (4)(1) (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 ~~in person or by telephone,~~ and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.11.1. 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 ~~that~~ than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2.11.2. 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 ~~Administrator~~ 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.

9.3.11.3. 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.

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

9.5.11.5. 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 ~~a 50-50~~ an equal basis, any additional Administration Expenses reasonably incurred ~~after~~ 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.

10.12.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.

11.13.ADDITIONAL PROVISIONS:

11.1.13.1. 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 XYZDefendant that any of the allegations in the Operative Complaint have merit or that XYZDefendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sDefendant'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 ~~enter~~ Judgment, XYZ pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and XYZDefendant 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 XYZ'sDefendant'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).

11.2.13.2. Confidentiality Prior to and After Preliminary Approval. Plaintiff, Class Counsel, XYZDefendant 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, XYZDefendant 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.

~~11.3.~~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.

~~11.4.~~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.

~~11.5.~~13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZDefendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.6.~~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 ~~or~~ then the Court for resolution.

~~11.7.~~13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8.~~13.8. No Tax Advice. Neither Plaintiff, Class Counsel, XYZDefendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.9.~~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.

~~11.10.~~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.

~~11.11.~~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.

~~11.12.~~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.

~~11.13.~~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.

~~11.14.~~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 XYZDefendant 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 XYZunless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class DataDefendant and provide confirmation that such destruction was completed.

~~11.15.~~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.

~~11.16.~~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.

~~11.17.~~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 ~~XYZ~~ 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](mailto:lkosch@wilsonturnerkosmo.com)
glaval@wilsonturnerkosmo.com

~~11.18.~~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.

~~11.19.~~13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement ~~that,~~ pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for ~~the entire~~ period of not less than one (1) year starting from the date of the signing of this settlement process 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.

For Plaintiff

For XYZ

13.20. ~~_____ Counsel For Plaintiff _____ Counsel For XYZ~~ 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: _____
Plaintiff Sherry Rumph

Dated: _____
Doug Foster
For Defendant Sedgwick Claims Management Services, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____
Lois M. Kosch
Geoffrey D. La Val
Wilson Turner Kosmo LLP
Attorney for Defendant

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

February 20, 2024

CA3147

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Sedgwick Claims Management Services, Inc.
Certified Mail #9589071052701316528865**

Becky Degeorge

**CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 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), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sedgwick Claims Management Services, Inc. in California in the positions of Field Nurse Case Manager and/or Telephonic Nurse Case Manager, and/or Medical Case Manager, and/or Utilization Case Manager during the time period of February 20, 2023 until a date as determined by the Court. Our offices represent Plaintiff Sherry Rumph (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Sedgwick Claims Management Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a Field Nurse Case Manager from October of 2022 to June 30, 2023 as a salaried employee exempt from overtime wages. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide

Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

7
8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF RIVERSIDE**

10
11 SHERRY RUMPH, an individual, on
behalf of herself and on behalf of all
12 persons similarly situated,

13 Plaintiff,

14 vs.

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

18 Defendants.
19
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24
25
26
27
28

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LAB. CODE §§ 510, 1194 AND 1198, *et seq.*;
3. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
4. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
6. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203

DEMAND FOR A JURY TRIAL

1 Sherry Rumph ("PLAINTIFF"), an individual, on behalf of herself and all other similarly
2 situated current and former employees, alleges on information and belief, except her own acts
3 and knowledge, the following:

4
5 **THE PARTIES**

6 1. Sedgwick Claims Management Services, Inc. ("DEFENDANT") is a corporation
7 that conducts regular and substantial business in the State of California. DEFENDANT
8 provides case management services. The Company offers medical and vocational case
9 management, consultancy, and other services.

10 2. To successfully compete against the other comprehensive medical management
11 service providers, DEFENDANT substantially reduced its labor costs by placing the labor
12 burden on a smaller number of employees that DEFENDANT classified as exempt from
13 overtime wages. The goal of overtime laws includes expanding employment throughout the
14 workforce by putting financial pressure on the employer and nurturing a stout job market, as
15 well as the important public policy goal of protecting employees in a relatively weak bargaining
16 position against the unfair scheme of uncompensated overtime work. An employer's obligation
17 to pay its employees wages is more than a matter of private concern between the parties. That
18 obligation is founded on a compelling public policy judgment that employees are entitled to
19 work a livable number of hours at a livable wage. In addition, statutes and regulations that
20 compel employers to pay overtime relate to fundamental issues of social welfare worthy of
21 protection. The requirement to pay overtime wages extends beyond the benefits individual
22 workers receive because overtime wages discourage employers from concentrating work in a
23 few overburdened hands and encourage employers to instead hire additional employees.
24 Especially in today's economic climate, the importance of spreading available work to reduce
25 unemployment cannot be overestimated.

26 3. As part of their business, DEFENDANT employs a fleet of Case Managers. The
27 employees employed in positions at DEFENDANT with the titles of "Field Nurse Case
28 Manager," "Telephonic Nurse Case Manager," "Medical Case Manager," and "Utilization Case

1 Manager” all perform the same primary job duty which is to perform day-to-day routine clerical
2 work in the management of medical conditions of injured workers and/or chronically ill patients
3 and are collectively referred to herein as the "Case Managers” or “CM.”

4 4. PLAINTIFF was employed by DEFENDANT in California as a Case Manager
5 from October of 2022 to June 30, 2023 and was classified as a salaried employee exempt from
6 overtime pay and the legally required meal and rest breaks.

7 5. As part of their business, DEFENDANT employs a fleet of “Case Managers.”
8 PLAINTIFF, as a CM, was engaged in the core, day-to-day business activities of
9 DEFENDANT. The CMs engaged in the finite set of non-exempt clerical tasks of reviewing
10 client’s pre-injury and/or pre-illness position, making appointments with client’s physician or
11 therapist, listening to and reviewing the physician’s or therapist’s diagnosis, obtaining
12 prescriptions, communicating both in-person and by telephone with employers, medical
13 providers, attorneys, insurance carriers and claims adjusters, applying all special instructions
14 required by individual insurance carriers and referral sources, following all pre-established and
15 required case management plans, preparing reports and other required paperwork to document
16 all casework activities, meeting weekly billing requirements, operating office machines,
17 accessing filing cabinets, and attending staff meetings, workshops and/or training programs all
18 in strict compliance with established specific procedures and protocols which governed and
19 controlled every aspect of the work performed by PLAINTIFF and other Case Managers. These
20 standardized procedures mirror the realities of the workplace evidencing a uniformity of the
21 highly skilled clerical work performed by PLAINTIFF and other Case Managers and negate any
22 exercise of independent judgment and discretion as to any matter of significance and negate any
23 role in the participation of formulating DEFENDANT’s business policies.

24 6. PLAINTIFF and other Case Managers job duties included monitoring a recovery
25 plan controlled by a physician and a claims adjuster and did not have the power to alter that
26 course of treatment. Any advice PLAINTIFF and other Case Managers provided was on an
27 individual level, far from questions affecting management or general operations of the business.
28 Rather, PLAINTIFF and other Case Managers used their RN training to coordinate care, act as

1 intermediary between patients, adjustors, and doctors and operated in a framework in which
2 these employees do not exercise ultimate decision-making power.

3 7. To perform their finite set of tasks, the CMs did not engage in a supervisory role
4 given the constraints placed upon them by company policy. CMs did not determine what work
5 was to be done by other employees or in what time frame. Furthermore, the CMs also did not
6 have a distinct role in training other employees or determining what training they were to
7 receive. Lastly, PLAINTIFF and other CMs did not have the authority to hire, fire, or promote
8 employees, determine their pay rates or benefits, or give raises as they are unable to make
9 employment-related, personnel decisions. Consequently, PLAINTIFF and the other CMs did
10 not have the authority to decide whether or not an employee should be disciplined for an
11 infraction. Disciplinary decisions were made by the human resources department or dictated
12 by company policies. Overall, PLAINTIFF's and other CMs recommendations were given
13 little, if any, weight on all the above issues. As a result, PLAINTIFF and the other CMs were
14 engaged in a type of work that requires no exercise of independent judgment or discretion as
15 to any matter of significance.

16 8. PLAINTIFF brings this Class Action on behalf of herself and a California class,
17 defined as all persons who are or previously were employed by DEFENDANT in California as
18 Case Managers and were classified as exempt from overtime wages (the "CALIFORNIA
19 CLASS") at any time during the period beginning on the date of four (4) years prior to the filing
20 of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
21 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
22 CLASS Members is under five million dollars (\$5,000,000.00).

23 9. The work schedule for PLAINTIFF and other CALIFORNIA CLASS Members
24 was set by DEFENDANT. PLAINTIFF and other CALIFORNIA CLASS Members worked
25 from time to time in excess of eight (8) hours in a workday and/or more than forty (40) hours
26 in any given workweek.

27 10. PLAINTIFF and the other CALIFORNIA CLASS Members were not provided
28 with overtime compensation and other benefits required by law as a result of being classified

1 as "exempt" by DEFENDANT.

2 11. As a matter of company policy, practice, and procedure, DEFENDANT has
3 unlawfully, unfairly and/or deceptively classified every CM as exempt from overtime pay and
4 other related benefits, fails to pay the required overtime compensation and otherwise failed to
5 comply with all applicable labor laws with respect to these CMs.

6 12. The true names and capacities, whether individual, corporate, subsidiary,
7 partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently
8 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
9 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
10 the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.
11 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
12 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
13 responsible in some manner for one or more of the events and happenings that proximately
14 caused the injuries and damages hereinafter alleged.

15 13. The agents, servants and/or employees of the Defendants and each of them acting
16 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
17 agent, servant and/or employee of the Defendants, and personally participated in the conduct
18 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
19 Consequently, the acts of each Defendants are legally attributable to the other Defendants and
20 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
21 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
22 Defendants' agents, servants and/or employees.

23 24 THE CONDUCT

25 14. The finite set of tasks required of the CMs as defined by DEFENDANT were
26 executed by the CMs through the performance of non-exempt labor within a defined manual
27 skill set.

28 15. Although PLAINTIFF and the other CMs spent the vast majority of their time

1 performing these non-exempt tasks, DEFENDANT instituted a blanket classification policy,
2 practice and procedure by which all of these CMs were classified as exempt from overtime
3 compensation. By reason of this exemption practice, policy and procedure applicable to
4 PLAINTIFF and the other CMs who performed these non-exempt tasks, DEFENDANT
5 committed acts of unfair competition in violation of the California Unfair Competition law, Cal.
6 Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"), by engaging in a uniform company-wide
7 policy, practice and procedure which fails to properly classify PLAINTIFF and the other CMs
8 and thereby fails to pay them overtime wages for documented overtime worked. The proper
9 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's
10 intentional disregard of the obligation to meet this burden, DEFENDANT failed to pay all
11 required overtime compensation for work performed by the members of the CALIFORNIA
12 CLASS and violated the California Labor Code and regulations promulgated thereunder as
13 herein alleged. Further, DEFENDANT underpaid sick pay wages to PLAINTIFF and other
14 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of
15 pay. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members regularly earn non-
16 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
17 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay
18 to PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of pay. In
19 addition, DEFENDANT failed to provide the legally required off-duty meal and rest breaks to
20 PLAINTIFF and the other CALIFORNIA CLASS Members as required by the applicable Wage
21 Order and Labor Code. DEFENDANT does not have a policy or practice which provides meal
22 and rest breaks to PLAINTIFF and the other CALIFORNIA CLASS Members. As a result,
23 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with
24 legally required meal and rest breaks is evidenced by DEFENDANT's business records which
25 contains no record of these breaks.

26 16. DEFENDANT, as a matter of law, has the burden of proving that (a) employees
27 are properly classified as exempt and that (b) DEFENDANT otherwise complies with applicable
28 laws.

1 17. During their employment with DEFENDANT, PLAINTIFF and the other
2 CALIFORNIA CLASS Members, performed non-managerial, non-exempt tasks, but were
3 nevertheless classified by DEFENDANT as exempt from overtime pay and worked more than
4 eight (8) hours in a workday and/or more than forty (40) hours in a workweek.

5 18. A crucial requirement to be properly classified as exempt under both the
6 California Professional and Administrative exemptions is the ability to exercise independent
7 discretion and judgment as to matters of significance. PLAINTIFF and the other Case
8 Managers were assigned cases involving injured workers and chronically ill patients and were
9 micro-managed in every aspect of managing their assigned cases. These employees did not
10 exercise discretion in the sense of making important decisions of significance to the employer's
11 business even though they exercised some measure of discretion and judgment as to the manner
12 in which they performed their tasks. PLAINTIFF and other Case Managers performed routine
13 clerical tasks and followed set guidelines that were mandated and authorized by DEFENDANT.

14 19. Given the circumstances of the job functions performed by PLAINTIFF and the
15 others similarly situated, PLAINTIFF and the others similarly situated were hired as registered
16 nurses for Case Manager positions since their nursing experience is useful for reviewing
17 medical data, but they did not provide "traditional" direct medical services to injured workers
18 or chronically ill patients, render an opinion or make any medical diagnosis (which is prohibited
19 by state law). PLAINTIFF and others similarly situated did not primarily perform office or
20 non-manual staff functions directly related to policymaking and/or the general operation of the
21 DEFENDANT. The work of PLAINTIFF and the others similarly situated did not require the
22 use of "traditional" nursing skills, training, experience and/or knowledge. Instead, PLAINTIFF
23 and the others similarly situated all served as Case Managers whose primary job duty was and
24 is to perform day-to-day routine clerical work in the management of medical conditions of
25 injured workers and/or chronically ill patients. Courts and State Labor Boards have held that
26 registered nurses, like PLAINTIFF and the others similarly situated, who were not expected to
27 utilize "traditional" nursing skills and instead rely on company manuals to perform
28 administrative services, or who do not need a nursing degree or license to qualify for

1 employment, do not exercise discretion and independent judgment as to matters of significance,
2 and therefore, are non-exempt employees entitled to overtime compensation.

3 20. PLAINTIFF and the other Case Managers employed by DEFENDANT were also
4 not engaged in work of a type that was or now is performed at the level of the policy or
5 management of the DEFENDANT. PLAINTIFF and the other Case Managers employed by
6 DEFENDANT were also not engaged in work requiring knowledge of an advanced type in a
7 field or science or learning customarily acquired by a prolonged course of specialized
8 intellectual instruction and study, but rather their work involved the performance of routine
9 mental, clerical, and/or technical processes. California law provides two alternative avenues
10 to Professional exempt status that PLAINTIFF and other Case Managers fail to meet. To be
11 exempt from overtime pay and minimum wage requirements under the California exemption
12 for “professional” employees, the employees must either be licensed by the State of California
13 and “primarily engaged” in an enumerated profession, or “primarily engaged in an occupation
14 commonly recognized as a learned or artistic profession.” 8 California Code of Regulations §
15 11010 *et seq.* PLAINTIFF and other Case Managers were not required to be certified by the
16 State of California to perform the finite set of tasks engaged in by Case Managers and/or did
17 not primarily engage in the recognized profession of law, medicine, dentistry, optometry,
18 architecture, engineering, teaching, or accounting. The federal regulations after which the
19 California learned professional exemption was explicitly patterned condition the learned
20 professions exemption upon completion of an advanced course of education. Case Managers
21 do not qualify as exempt learned professionals because an “advanced specialized academic
22 degree” is not a standard prerequisite for entry into the field. To perform the finite set of tasks
23 required of a Case Manager, PLAINTIFF and other CALIFORNIA CLASS Members were not
24 required to hold an advanced degree customarily acquired by a prolonged course of specialized
25 intellectual instruction and study, as distinguished from a general four-year baccalaureate
26 degree. Moreover, it is not sufficient that an employee have an advanced degree, but rather the
27 position the employee occupies and the work performed must actually require such a degree.
28 California Industrial Wage Order 4-2001(1)(A)(3)(b)(1). The position of a Case Manager does

1 not actually require an advanced degree. PLAINTIFF and the other Case Managers employed
2 by DEFENDANT were also not engaged in work that is intellectual and varied in character, but
3 rather is routine mental and clerical work that is of such character that the output produced or
4 the result accomplished can be standardized in relation to a given period of time. The work of
5 a Case Manager of DEFENDANT is work wherein PLAINTIFF and the members of the
6 CALIFORNIA CLASS are engaged in the day-to-day business of DEFENDANT.

7 21. CMs were classified as exempt from California overtime and related laws by
8 DEFENDANT, however, these employees did not have managerial duties or authority. CMs
9 in performing these ongoing day-to-day, non-exempt and non-managerial tasks had no role in
10 supervising employees and had no authority to make employment-related decisions relating to
11 DEFENDANT's employees. Furthermore, the CMs were tightly controlled by company policy
12 and by their supervisors, did not exercise discretion or independent judgment as to matters of
13 significance, and their tasks were not directly related to DEFENDANT's management policies
14 or general business operations.

15 22. PLAINTIFF and all members of the CALIFORNIA CLASS were uniformly
16 classified and treated by DEFENDANT as exempt at the time of hire and thereafter,
17 DEFENDANT failed to take the proper steps to determine whether PLAINTIFF, and the
18 members of the CALIFORNIA CLASS, were properly classified under the applicable Industrial
19 Welfare Commission Wage Order (Wage Order 4-2001) and Cal. Lab. Code §§ 510, *et seq.* as
20 exempt from applicable California labor laws. Since DEFENDANT affirmatively and willfully
21 misclassified PLAINTIFF and the members of the CALIFORNIA CLASS in compliance with
22 California labor laws, DEFENDANT's practices violated and continue to violate California law.
23 In addition, DEFENDANT acted deceptively by falsely and fraudulently telling PLAINTIFF
24 and each member of the CALIFORNIA CLASS that they are exempt from overtime pay when
25 DEFENDANT knew or should have known that this statement is false and not based on known
26 facts. DEFENDANT also acted unfairly by violating the California labor laws, and as a result
27 of this policy and practice, DEFENDANT also violated the UCL. In doing so, DEFENDANT
28 cheated the competition by paying the CALIFORNIA CLASS less than the amount competitors

1 paid who complied with the law and cheated the CALIFORNIA CLASS by not paying them in
2 accordance with California law.

3 23. DEFENDANT as a matter of corporate policy, practice and procedure,
4 intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and the other
5 CALIFORNIA CLASS Members for required business expenses incurred by PLAINTIFF and
6 other CALIFORNIA CLASS Members in direct consequence of discharging their duties on
7 behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required
8 to indemnify employees for all expenses incurred in the course and scope of their employment.
9 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to
13 be unlawful."

14 24. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
15 Members as business expenses, were required by DEFENDANT to use their own personal
16 homes offices to work remotely for DEFENDANT as a result of and in furtherance of their job
17 duties as employees for DEFENDANT but were not reimbursed or indemnified by
18 DEFENDANT for the cost associated with the use of their personal home offices for
19 DEFENDANT's benefit. As a result, in the course of their employment with DEFENDANT,
20 PLAINTIFF and other members of the CALIFORNIA CLASS incurred unreimbursed business
21 expenses.

22 25. When PLAINTIFF and other CALIFORNIA CLASS Members worked overtime,
23 DEFENDANT also failed to provide PLAINTIFF and the other CALIFORNIA CLASS
24 Members with a wage statement in writing that accurately sets forth gross wages earned, all
25 applicable hourly rates in effect during the pay period and the corresponding amount of time
26 worked at each hourly rate by the PLAINTIFF and the other CALIFORNIA CLASS Members.
27 This conduct violated California Labor Code § 226. The pay stub also did not accurately
28 display anywhere PLAINTIFF's and the other CALIFORNIA CLASS Members' overtime work

1 and applicable rates of overtime pay for the pay period.

2 26. By reason of this uniform conduct applicable to PLAINTIFF and all the
3 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
4 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
5 (the "UCL"), by engaging in a company-wide policy and procedure which fails to correctly
6 classify PLAINTIFF and the CALIFORNIA CLASS of CMs as non-exempt. The proper
7 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's
8 intentional disregard of the obligation to meet this burden, DEFENDANT fails to properly
9 calculate and/or pay all required overtime compensation for work performed by the members
10 of the CALIFORNIA CLASS and violated the applicable Wage Order, the California Labor
11 Code and the regulations promulgated thereunder as herein alleged.

12 27. Specifically as to PLAINTIFF, she performed the finite set of tasks of reviewing
13 client's pre-injury and/or pre-illness position, making appointments with client's physician or
14 therapist, listening to and reviewing the physician's or therapist's diagnosis, obtaining
15 prescriptions, communicating both in-person and by telephone with employers, medical
16 providers, attorneys, insurance carriers and claims adjusters, applying all special instructions
17 required by individual insurance carriers and referral sources, following all pre-established and
18 required case management plans, preparing reports and other required paperwork to document
19 all casework activities, meeting weekly billing requirements, operating office machines,
20 accessing filing cabinets, and attending staff meetings, workshops and/or training programs.
21 All of these tasks were performed in strict compliance with established specific procedures and
22 protocols which governs and controls every aspect of the work performed by PLAINTIFF.
23 PLAINTIFF uses the skill, training, and expertise acquired on the job to perform her job tasks,
24 and performed these job tasks in compliance with the directives given to her by other employees
25 of DEFENDANT. During the CALIFORNIA CLASS PERIOD, PLAINTIFF as a Case
26 Manager, was classified by DEFENDANT as exempt from overtime pay and worked from time
27 to time in excess of eight (8) hours in a workday and/or more than forty (40) hours in a
28 workweek, but as a result of DEFENDANT's misclassification of PLAINTIFF as exempt from

1 the applicable California Labor Code provisions, PLAINTIFF wa not compensated by
2 DEFENDANT for her overtime hours worked at the applicable overtime rate. DEFENDANT
3 did not have a policy or practice which provided meal and rest breaks to PLAINTIFF and also
4 failed to compensate PLAINTIFF for her missed meal and rest breaks. As a consequence of the
5 foregoing, PLAINTIFF was not provided with accurate and itemized wage statements showing
6 the gross wages earned, the net wages earned, all applicable hourly rates in effect during the pay
7 period, including overtime hourly rates, and the corresponding number of hours worked at each
8 hourly rate, by DEFENDANT during the CALIFORNIA CLASS PERIOD in violation of Cal.
9 Lab. Code § 226(a). The amount in controversy for PLAINTIFF individually does not exceed
10 the sum or value of \$75,000.

11 **THE CALIFORNIA CLASS**

12 28. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
13 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
14 Action, pursuant to California Code of Civil Procedure Section 382, on behalf of a California
15 Class, defined as all persons who are or previously were employed by DEFENDANT in
16 California as Case Managers and were classified as exempt from overtime wages (the
17 "CALIFORNIA CLASS") at any time during the period beginning on the date of four (4) years
18 prior to the filing of this Complaint and ending on the date as determined by the Court (the
19 "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of
20 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

21 29. To the extent equitable tolling operates to toll claims by the CALIFORNIA
22 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
23 accordingly.

24 30. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
25 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
26 Requirements, and the applicable provisions of California law, intentionally, knowingly, and
27 wilfully, engages in a practice whereby DEFENDANT unfairly, unlawfully, and deceptively
28

1 instituted a practice to ensure that the employees employed in a CM position are not properly
2 classified as non-exempt from the requirements of California Labor Code §§ 510, *et seq.*

3 31. DEFENDANT has the burden of proof to make sure that each and every employee
4 is properly classified as exempt from the requirements of the Cal. Lab. Code §§ 510, *et seq.*
5 DEFENDANT, however, as a matter of policy and procedure had in place during the
6 CALIFORNIA CLASS PERIOD and still has in place a policy and practice that misclassifies
7 the CALIFORNIA CLASS Members as exempt. DEFENDANT's uniform policy and practice
8 in place at all times during the CALIFORNIA CLASS PERIOD and currently in place is to
9 classify each and every CALIFORNIA CLASS Member as exempt from the requirements of
10 the California Labor Code §§ 510, *et seq.* This common business practice applicable to each
11 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
12 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
13 (the "UCL") as causation, damages, and reliance are not elements of this claim.

14 32. At no time during PLAINTIFF's employment with DEFENDANT has any Case
15 Manager been reclassified as non-exempt from the applicable requirements of California Labor
16 Code §§ 510, *et seq.* after each CALIFORNIA CLASS Member was initially, uniformly, and
17 systematically classified as exempt upon being hired.

18 33. Any individual declarations of any employees offered at this time purporting to
19 indicate that one or more Case Managers may have been properly classified is of no force or
20 affect absent contemporaneous evidence that DEFENDANT's uniform system did not
21 misclassify PLAINTIFF and the other CALIFORNIA CLASS Members as exempt pursuant to
22 Cal. Lab. Code §§ 510, *et seq.* absent proof of such a contemporaneous system,
23 DEFENDANT's business practice is unlawful, unfair and/or deceptive under the UCL and may
24 be so adjudicated on a class-wide basis. As a result of the UCL violations, PLAINTIFF and the
25 CALIFORNIA CLASS Members are entitled to compel DEFENDANT to provide restitutionary
26 disgorgement of their ill-gotten gains into a fluid fund in order to restitute these funds to
27 PLAINTIFF and the CALIFORNIA CLASS Members according to proof.

28 34. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA

1 CLASS Members is impracticable.

2 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
3 law by:

- 4 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
5 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively
6 having in place company policies, practices and procedures that uniformly
7 misclassified PLAINTIFF and the members of the CALIFORNIA CLASS
8 as exempt;
- 9 (b) Committing an act of unfair competition in violation of the UCL, by
10 unlawfully, unfairly, and/or deceptively failing to have in place a company
11 policy, practice and procedure that accurately determines the amount of
12 working time spent by PLAINTIFF and the members of the
13 CALIFORNIA CLASS performing non-exempt labor;
- 14 (c) Committing an act of unfair competition in violation of the UCL, by
15 having in place a company policy, practice and procedure that fails to
16 reclassify as non-exempt those members of the CALIFORNIA CLASS
17 whose actual tasks were comprised of non-exempt job functions;
- 18 (d) Committing an act of unfair competition in violation of the UCL, by
19 violating Cal. Lab. Code §§ 510, *et seq.*, by failing to pay the correct
20 overtime pay to PLAINTIFF and the members of the CALIFORNIA
21 CLASS who are improperly classified as exempt, and retaining the unpaid
22 overtime to the benefit of DEFENDANT;
- 23 (e) Committing an act of unfair competition in violation of the UCL, by
24 failing to provide mandatory meal and/or rest breaks to PLAINTIFF and
25 the CALIFORNIA CLASS members; and,
- 26 (f) Committing an act of unfair competition in violation of the California
27 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
28 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and

1 the CALIFORNIA CLASS members with necessary expenses incurred in
2 the discharge of their job duties.

3 36. This Class Action meets the statutory prerequisites for the maintenance of a Class
4 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 5 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
6 that the joinder of all such persons is impracticable and the disposition of
7 their claims as a class will benefit the parties and the Court;
- 8 (b) Nearly all factual, legal, statutory, and declaratory relief issues that are
9 raised in this Complaint are common to the CALIFORNIA CLASS will
10 apply uniformly to every member of the CALIFORNIA CLASS;
- 11 (c) The claims of the representative PLAINTIFF are typical of the claims of
12 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
13 other members of the CALIFORNIA CLASS, was initially classified as
14 exempt upon hiring based on the defined corporate policies and practices
15 and labored under DEFENDANT's procedure that fails to properly
16 classify as non-exempt PLAINTIFF and the members of the
17 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
18 result of DEFENDANT's employment practices. PLAINTIFF and the
19 members of the CALIFORNIA CLASS were and are similarly or
20 identically harmed by the same unlawful, deceptive, unfair and pervasive
21 pattern of misconduct engaged in by DEFENDANT by deceptively
22 advising all Case Managers that they were exempt from overtime wages
23 based on the defined corporate policies and practices, and unfairly failing
24 to pay overtime to these employees who were improperly classified as
25 exempt; and,
- 26 (d) The representative PLAINTIFF will fairly and adequately represent and
27 protect the interest of the CALIFORNIA CLASS, and has retained counsel
28 who are competent and experienced in Class Action litigation. There are

1 no material conflicts between the claims of the representative PLAINTIFF
2 and the members of the CALIFORNIA CLASS that would make class
3 certification inappropriate. Counsel for the CALIFORNIA CLASS will
4 vigorously assert the claims of all employees in the CALIFORNIA
5 CLASS.

6 37. In addition to meeting the statutory prerequisites to a Class Action, this Action
7 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

8 (a) Without class certification and determination of declaratory, statutory and
9 other legal questions within the class format, prosecution of separate
10 actions by individual members of the CALIFORNIA CLASS will create
11 the risk of:

12 1) Inconsistent or varying adjudications with respect to individual
13 members of the CALIFORNIA CLASS which would establish
14 incompatible standards of conduct for the parties opposing the
15 CALIFORNIA CLASS; and/or,

16 2) Adjudication with respect to individual members of the
17 CALIFORNIA CLASS which would as a practical matter be
18 dispositive of interests of the other members not party to the
19 adjudication or substantially impair or impede their ability to
20 protect their interests.

21 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
22 act on grounds generally applicable to the CALIFORNIA CLASS, making
23 appropriate class-wide relief with respect to the CALIFORNIA CLASS
24 as a whole in that DEFENDANT uniformly classified and treated the Case
25 Managers as exempt and, thereafter, uniformly failed to take proper steps
26 to determine whether the Case Managers were properly classified as
27 exempt, and thereby denied these employees overtime wages as required
28 by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim the PLAINTIFF seeks declaratory relief holding that DEFENDANT's policies and practices constitute unfair competition, along with incidental equitable relief as may be necessary to remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be

dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because as a practical matter a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A Class Action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this Action pursuant to Cal. Code of Civ. Proc. § 382.

38. This Court should permit this Action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, because:

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because DEFENDANT's employment practices were applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA CLASS are so numerous that it is

1 impractical to bring all members of the CALIFORNIA CLASS before the
2 Court;

3 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
4 able to obtain effective and economic legal redress unless the action is
5 maintained as a Class Action;

6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the acts of unfair competition, statutory violations and
8 other improprieties, and in obtaining adequate compensation for the
9 injuries which DEFENDANT's actions have inflicted upon the
10 CALIFORNIA CLASS;

11 (f) There is a community of interest in ensuring that the combined assets of
12 DEFENDANT are sufficient to adequately compensate the members of the
13 CALIFORNIA CLASS for the injuries sustained;

14 (g) DEFENDANT has acted or refused to act on grounds generally applicable
15 to the CALIFORNIA CLASS, thereby making final class-wide relief
16 appropriate with respect to the CALIFORNIA CLASS as a whole;

17 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
18 the business records of DEFENDANT. The CALIFORNIA CLASS
19 consists of all DEFENDANT's Case Managers who were classified as
20 exempt and who were employed in California during the CALIFORNIA
21 CLASS PERIOD; and,

22 (i) Class treatment provides manageable judicial treatment calculated to bring
23 an efficient and rapid conclusion to all litigation of all wage and hour
24 related claims arising out of the conduct of DEFENDANT as to the
25 members of the CALIFORNIA CLASS.

26 39. DEFENDANT maintains records from which the Court can ascertain and identify
27 by name and job title, each of DEFENDANT's employees who have been intentionally
28 subjected to DEFENDANT's corporate policies, practices and procedures as herein alleged.

1 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
2 similarly situated employees when they have been identified.

3
4 **THE CALIFORNIA LABOR SUB-CLASS**

5 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth and Sixth Causes of
6 Action on behalf of a California sub-class, defined as all members of the CALIFORNIA
7 CLASS who were employed by DEFENDANT in California (the "CALIFORNIA LABOR
8 SUB-CLASS") at any time during the period beginning on the date of four (4) years prior to the
9 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
10 LABOR SUB-CLASS PERIOD") pursuant to California Code of Civil Procedure § 382. The
11 amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
12 Members is under five million dollars (\$5,000,000.00).

13 41. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
14 violation of the applicable California Labor Code ("Labor Code"), and Industrial Welfare
15 Commission ("IWC") Wage Order Requirements intentionally, knowingly, wilfully, and
16 systematically misclassified the PLAINTIFF and the other members of the CALIFORNIA
17 CLASS and the CALIFORNIA LABOR SUB-CLASS as exempt from overtime wages and
18 other labor laws based on DEFENDANT's comprehensive policies and procedures in order to
19 avoid the payment of overtime wages by misclassifying their positions as exempt from overtime
20 wages and other labor laws. To the extent equitable tolling operates to toll claims by the
21 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR
22 SUB-CLASS PERIOD should be adjusted accordingly.

23 42. DEFENDANT maintains records from which the Court can ascertain and identify
24 by job title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-CLASS
25 Members have been systematically, intentionally and uniformly misclassified as exempt as a
26 matter of DEFENDANT's corporate policies, practices and procedures. PLAINTIFF will seek
27 leave to amend the Complaint to include these additional job titles when they have been
28 identified.

1 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
2 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

3 44. Common questions of law and fact exist as to members of the CALIFORNIA
4 LABOR SUB-CLASS, including, but not limited, to the following:

- 5 (a) Whether DEFENDANT unlawfully fails to pay overtime compensation
6 to members of the CALIFORNIA LABOR SUB-CLASS in violation of
7 the California Labor Code and California regulations and the applicable
8 California Wage Order;
- 9 (b) Whether the members of the CALIFORNIA LABOR SUB-CLASS are
10 non-exempt employees entitled to overtime compensation for overtime
11 worked under the overtime pay requirements of California law;
- 12 (c) Whether DEFENDANT's policy and practice of classifying the
13 CALIFORNIA LABOR SUB-CLASS Members as exempt from overtime
14 compensation and failing to pay the CALIFORNIA LABOR SUB-CLASS
15 Members overtime violate applicable provisions of California law;
- 16 (d) Whether DEFENDANT unlawfully fails to keep and furnish
17 CALIFORNIA LABOR SUB-CLASS Members with accurate records of
18 overtime worked; and,
- 19 (e) The proper measure of damages and penalties owed to the members of the
20 CALIFORNIA LABOR SUB-CLASS.

21 45. DEFENDANT, as a matter of corporate policy, practice and procedure,
22 erroneously classifies all Case Managers as exempt from overtime wages and other labor laws.
23 All Case Managers, including PLAINTIFF, perform the same finite set of tasks and are paid by
24 DEFENDANT according to company procedures, which, as alleged herein above, fails to
25 correctly pay overtime compensation. This business practice has been applied to each and every
26 member of the CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this
27 conduct can be adjudicated on a class-wide basis.

28 46. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS

1 under California law by:

- 2 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by misclassifying and thereby
3 failing to pay PLAINTIFF and the members of the CALIFORNIA
4 LABOR SUB-CLASS the correct overtime pay for a workday longer than
5 eight (8) hours and/or a workweek longer than forty (40) hours for which
6 DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- 7 (b) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
8 members of the CALIFORNIA LABOR SUB-CLASS who are improperly
9 classified as exempt with an accurate itemized statement in writing
10 showing the gross wages earned, the net wages earned, all applicable
11 hourly rates in effect during the pay period and the corresponding amount
12 of time worked at each hourly rate by the employee when these employees
13 worked overtime from time to time in a pay period;
- 14 (c) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
15 PLAINTIFF and the other members of the CALIFORNIA CLASS with all
16 legally required off-duty, uninterrupted thirty (30) minute meal breaks and
17 the legally required rest breaks; and,
- 18 (d) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
19 the CALIFORNIA CLASS members with necessary expenses incurred in
20 the discharge of their job duties.

21 47. This Class Action meets the statutory prerequisites for the maintenance of a Class
22 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 23 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
24 so numerous that the joinder of all such persons is impracticable and the
25 disposition of their claims as a class will benefit the parties and the Court;
- 26 (b) Nearly all factual, legal, statutory, and declaratory relief issues that are
27 raised in this Complaint are common to the CALIFORNIA LABOR SUB-
28 CLASS and will apply uniformly to every member of the CALIFORNIA

LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was improperly classified as exempt and denied overtime pay as a result of DEFENDANT's systematic classification practices. PLAINTIFF and all the other members of the CALIFORNIA LABOR SUB-CLASS sustained economic injuries arising from DEFENDANT's violations of the laws of California; and,

(d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

48. In addition to meeting the statutory prerequisites to a Class Action, this Action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

(a) Without class certification and determination of declaratory, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

2) Adjudication with respect to individual members of the

CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly classified and treated the Case Managers as exempt and, thereafter, uniformly failed to take proper steps to determine whether the Case Managers were properly classified as exempt, and thereby denied these employees overtime wages as required by law;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

1 A. Inconsistent or varying adjudications with respect to
2 individual members of the CALIFORNIA LABOR SUB-
3 CLASS, which would establish incompatible standards of
4 conduct for DEFENDANT; and/or,

5 B. Adjudications with respect to individual members of the
6 CALIFORNIA LABOR SUB-CLASS would as a practical
7 matter be dispositive of the interests of the other members
8 not parties to the adjudication or substantially impair or
9 impede their ability to protect their interests;

10 3) In the context of wage litigation because a substantial number of
11 individual CALIFORNIA LABOR SUB-CLASS Members will
12 avoid asserting their legal rights out of fear of retaliation by
13 DEFENDANT, which may adversely affect an individual's job
14 with DEFENDANT or with a subsequent employer, the Class
15 Action is the only means to assert their claims through a
16 representative; and,

17 4) A Class Action is superior to other available methods for the fair
18 and efficient adjudication of this litigation because class treatment
19 will obviate the need for unduly and unnecessary duplicative
20 litigation that is likely to result in the absence of certification of
21 this Action pursuant to Cal. Code of Civ. Proc. § 382.

22 49. This Court should permit this Action to be maintained as a Class Action pursuant
23 to Cal. Code of Civ. Proc. § 382, because:

24 (a) The questions of law and fact common to the CALIFORNIA LABOR
25 SUB-CLASS predominate over any question affecting only individual
26 CALIFORNIA LABOR SUB-CLASS Members;

27 (b) A Class Action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the CALIFORNIA

1 LABOR SUB-CLASS because in the context of employment litigation a
2 substantial number of individual CALIFORNIA LABOR SUB-CLASS
3 Members will avoid asserting their rights individually out of fear of
4 retaliation or adverse impact on their employment;

5 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
6 numerous that it is impractical to bring all members of the CALIFORNIA
7 LABOR SUB-CLASS before the Court;

8 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
9 Members, will not be able to obtain effective and economic legal redress
10 unless the action is maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the acts of unfair competition, statutory violations and
13 other improprieties, and in obtaining adequate compensation for the
14 damages and injuries which DEFENDANT's actions have inflicted upon
15 the CALIFORNIA LABOR SUB-CLASS;

16 (f) There is a community of interest in ensuring that the combined assets of
17 DEFENDANT are sufficient to adequately compensate the members of the
18 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

19 (g) DEFENDANT has acted or refused to act on grounds generally applicable
20 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
21 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
22 CLASS as a whole;

23 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
24 ascertainable from the business records of DEFENDANT. The
25 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
26 CLASS Members who were employed by DEFENDANT in California
27 during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

28 (i) Class treatment provides manageable judicial treatment calculated to bring

1 a efficient and rapid conclusion to all litigation of all wage and hour
2 related claims arising out of the conduct of DEFENDANT.

3
4 **JURISDICTION AND VENUE**

5 50. This Court has jurisdiction over this action pursuant to Cal. Code of Civ. Proc §
6 410.10 and Cal. Business & Professions Code § 17203. This action is brought as a Class Action
7 on behalf of similarly situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc.
8 § 382.

9 51. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
11 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
12 in this County and/or conducts substantial business in this County, and (ii) committed the
13 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS
14 and CALIFORNIA LABOR SUB-CLASS.

15
16 **FIRST CAUSE OF ACTION**

17 **For Unlawful Business Practices**

18 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

20 52. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 53. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof.
24 Code § 17021.

25 54. California Business & Professions Code §§ 17200, *et seq.* (the "UCL") defines
26 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
27 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
28 competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The court
2 may make such orders or judgments, including the appointment of a receiver,
3 as may be necessary to prevent the use or employment by any person of any
4 practice which constitutes unfair competition, as defined in this chapter, or as
may be necessary to restore to any person in interest any money or property, real
or personal, which may have been acquired by means of such unfair
competition.

5 California Business & Professions Code § 17203.

6 55. By the conduct alleged herein, DEFENDANT has engaged and continues to
7 engage in a business practice which violates California law, including but not limited to, the
8 applicable Wage Order(s), the California Code of Regulations, and the California Labor Code
9 Sections 204, 210, 226.7, 510, 512, 1194, 1198 & 2802, and for which this Court should issue
10 declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be
11 necessary to prevent and remedy the conduct held to constitute unfair competition, including
12 restitution of wages wrongfully withheld.

13 56. By the conduct alleged herein, DEFENDANT's practices are unlawful and unfair
14 in that these practices violate public policy, are immoral, unethical, oppressive, unscrupulous
15 or substantially injurious to employees, and are without valid justification or utility for which
16 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
17 California Business & Professions Code, including restitution of wages wrongfully withheld.

18 57. By the conduct alleged herein, DEFENDANT's practices are deceptive and
19 fraudulent in that DEFENDANT's uniform policy and practice is to represent to PLAINTIFF
20 and other CALIFORNIA CLASS Members that they are exempt from overtime pay when in fact
21 these representations are false and likely to deceive, for which this Court should issue injunctive
22 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
23 wrongfully withheld.

24 58. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
25 and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other
26 members of the CALIFORNIA CLASS to be underpaid during their employment with
27 DEFENDANT.

28 59. By the conduct alleged herein, DEFENDANT's practices are also unfair and

1 deceptive in that DEFENDANT's policies, practices and procedures fail to provide mandatory
2 meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

3 60. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty
5 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
6 for each workday in which a second off-duty meal period was not timely provided for each ten
7 (10) hours of work.

8 61. PLAINTIFF further demands on behalf of herself and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
10 was not timely provided as required by law.

11 62. By and through the unlawful and unfair business practices described herein,
12 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
13 other members of the CALIFORNIA CLASS and have deprived them of valuable rights and
14 benefits guaranteed by law and contract, all to the detriment of these employees and to the
15 benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors
16 who comply with the law.

17 63. All the acts described herein as violations of, among other things, the California
18 Labor Code, California Code of Regulations, the Industrial Welfare Commission Wage Orders,
19 are unlawful, are in violation of public policy, are immoral, unethical, oppressive, and
20 unscrupulous, and are likely to deceive employees, as herein alleged, and thereby constitute
21 deceptive, unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§
22 17200, *et seq.*

23 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
24 and do, seek such relief as may be necessary to restore to them the money and property which
25 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
26 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
27 unfair business practices, including earned but unpaid overtime wages for all overtime worked.

28 65. PLAINTIFF and the other members of the CALIFORNIA CLASS are further

1 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
2 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
3 engaging in any unlawful and unfair business practices in the future.

4 66. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
5 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
6 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
7 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
8 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
9 irreparable legal and economic harm unless DEFENDANT are restrained from continuing to
10 engage in these unlawful and unfair business practices.

11 **SECOND CAUSE OF ACTION**

12 **For Failure To Pay Overtime Compensation**

13 **[Cal. Lab. Code §§ 510, 1194 and 1198]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **Defendants)**

16
17 67. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
18 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
19 of this Complaint.

20 68. Cal. Lab. Code § 510 states in relevant part:

21 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
22 in one workday and any work in excess of 40 hours in any one workweek and the
23 first eight hours worked on the seventh day of work in any one workweek shall
24 be compensated at the rate of no less than one and one-half times the regular rate
25 of pay for an employee. Any work in excess of 12 hours in one day shall be
26 compensated at the rate of no less than twice the regular rate of pay for an
27 employee. In addition, any work in excess of eight hours on any seventh day of
28 a workweek shall be compensated at the rate of no less than twice the regular rate
of pay of an employee.

26 69. Cal. Lab. Code § 551 states that, "Every person employed in any occupation of
27 labor is entitled to one day's rest therefrom in seven."

28 70. Cal. Lab. Code § 552 states that, "No employer of labor shall cause his employees

1 to work more than six days in seven."

2 71. Cal. Lab. Code § 515(d) provides: "For the purpose of computing the overtime
3 rate of compensation required to be paid to a nonexempt full-time salaried employee, the
4 employee's regular hourly rate shall be 1/40th of the employee's weekly salary."

5 72. Cal. Lab. Code § 1194 states:

6 Notwithstanding any agreement to work for a lesser wage, any employee
7 receiving less than the legal minimum wage or the legal overtime compensation
8 applicable to the employee is entitled to recover in a civil action the unpaid
balance of the full amount of this minimum wage or overtime compensation,
including interest thereon, reasonable attorney's fees, and costs of suit.

9 73. Cal. Lab. Code § 1198 provides: "The maximum hours of work and the standard
10 conditions of labor fixed by the commission shall be the maximum hours of work and the
11 standard conditions of labor for employees. The employment of any employee for longer hours
12 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

13 74. DEFENDANT has intentionally and uniformly designated certain employees as
14 "exempt" employees, by their job title alone and without regard to DEFENDANT's realistic
15 expectations and actual overall requirements of the job, including PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS who work on the production and non-
17 managerial side of DEFENDANT's business. This is done in an illegal attempt to avoid
18 payment of overtime wages and other benefits in violation of the Cal. Lab. Code and Industrial
19 Welfare Commission requirements.

20 75. For an employee to be exempt as a bona fide "executive," all the following criteria
21 must be met and DEFENDANT has the burden of proving that:

- 22 (a) The employee's primary duty must be management of the enterprise, or of a
23 customarily recognized department or subdivision; and,
24 (b) The employee must customarily and regularly direct the work of at least two (2)
25 or more other employees; and,
26 (c) The employee must have the authority to hire and fire, or to command particularly
27 serious attention to his or her recommendations on such actions affecting other
28 employees; and,

1 (d) The employee must customarily and regularly exercise discretion and independent
2 judgment; and,

3 (e) The employee must be primarily engaged in duties which meet the test of
4 exemption.

5 No member of the CALIFORNIA LABOR SUB-CLASS was or is an executive because they
6 all fail to meet the requirements of being an "executive" within the meaning of the applicable
7 Wage Order.

8 76. For an employee to be exempt as a bona fide "administrator," all of the following
9 criteria must be met and DEFENDANT has the burden of proving that:

10 (a) The employee must perform office or non-manual work directly related to
11 management policies or general business operation of the employer; and,

12 (b) The employee must customarily and regularly exercise discretion and independent
13 judgment; and,

14 (c) The employee must regularly and directly assist a proprietor or an exempt
15 administrator; or,

16 (d) The employee must perform, under only general supervision, work requiring
17 special training, experience, or knowledge; or,

18 (e) The employee must execute special assignments and tasks under only general
19 supervision; and,

20 (f) The employee must be primarily engaged in duties which meet the test of
21 exemption.

22 No member of the CALIFORNIA LABOR SUB-CLASS was or is an administrator because
23 they all fail to meet the requirements for being an "administrator" under the applicable Wage
24 Order.

25 77. The Industrial Welfare Commission, in Wage Order 4-2001, at section
26 (1)(A)(3)(h), and Labor Code § 515 also set forth the requirements which must be complied
27 with to place an employee in the "professional" exempt category. For an employee to be exempt
28 as a bona fide "professional," all the following criteria must be met and DEFENDANT has the

1 burden of proving that:

2 (a) The employee is primarily engaged in an occupation commonly recognized as a
3 learned or artistic profession. For the purposes of this subsection, "learned or
4 artistic profession" means an employee who is primarily engaged in the
5 performance of:

- 6 1) Work requiring knowledge of an advanced type in a field or science or
7 learning customarily acquired by a prolonged course of specialized
8 intellectual instruction and study, as distinguished from a general
9 academic education and from an apprenticeship, and from training in the
10 performance of routine mental, manual, or physical processes, or work that
11 is an essential part or necessarily incident to any of the above work; or,
12 2) Work that is original and creative in character in a recognized field of
13 artistic endeavor, and the result of which depends primarily on the
14 invention, imagination or talent of the employee or work that is an
15 essential part of or incident to any of the above work; and,
16 3) Whose work is predominately intellectual and varied in character (as
17 opposed to routine mental, manual, mechanical, or physical work) and is
18 of such character cannot be standardized in relation to a given period of
19 time.

20 (b) The employee must customarily and regularly exercise discretion and independent
21 judgment; and,

22 (c) The employee earns a monthly salary equivalent to no less than two (2) times the
23 state minimum wage for full-time employment.

24 No member of the CALIFORNIA LABOR SUB-CLASS was or is a professional because they
25 all fail to meet the requirements of being a "professional" within the meaning of the applicable
26 Wage Order.

27 78. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
28 do not fit the definition of an exempt executive, administrative, or professional employee

1 because:

2 (a) They did not work as executives or administrators; and,

3 (b) The professional exemption does not apply to the PLAINTIFF, nor to the other
4 members of the CALIFORNIA LABOR SUB-CLASS because they did not meet
5 all the applicable requirements to work under the professional exemption for the
6 reasons set forth above in this Complaint.

7 79. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF, and the
8 other members of the CALIFORNIA LABOR SUB-CLASS, work more than eight (8) hours
9 in a workday and/or more than forty (40) hours in a workweek.

10 80. DEFENDANT fails to pay PLAINTIFF, and the other members of the
11 CALIFORNIA LABOR SUB-CLASS, overtime compensation for the time they worked in
12 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510 and
13 1198, even though PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, are required to work, and do in fact work, overtime.

15 81. By virtue of DEFENDANT's unlawful failure to pay additional compensation
16 to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, for their
17 overtime work, PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, have suffered, and will continue to suffer, an economic injury in amounts which are
19 presently unknown to them and which will be ascertained according to proof at trial.

20 82. DEFENDANT knew or should have known that PLAINTIFF, and the other
21 members of the CALIFORNIA LABOR SUB-CLASS, are misclassified as exempt and
22 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, not to pay
23 them for their overtime labor as a matter of uniform corporate policy, practice and procedure.

24 83. Therefore, PLAINTIFF, and the other members of the CALIFORNIA LABOR
25 SUB-CLASS, request recovery of overtime compensation according to proof, interest, costs,
26 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
27 by the Cal. Lab. Code and/or other statutes. To the extent overtime compensation is determined
28 to be owed to members of the CALIFORNIA LABOR SUB-CLASS who have terminated their

1 employment, these employees would also be entitled to waiting time penalties under Cal. Lab.
2 Code § 203, which penalties are sought herein. Further, PLAINTIFF, and the other members
3 of the CALIFORNIA LABOR SUB-CLASS, are entitled to seek and recover statutory costs.

4 84. In performing the acts and practices herein alleged in violation of labor laws and
5 refusing to provide the requisite overtime compensation, DEFENDANT acted and continues
6 to act intentionally, oppressively, and maliciously toward PLAINTIFF, and toward the other
7 members of the CALIFORNIA LABOR SUB-CLASS, with a conscious and utter disregard of
8 their legal rights, or the consequences to them, and with the despicable intent of depriving them
9 of their property and legal rights and otherwise causing them injury in order to increase
10 corporate profits at the expense of PLAINTIFF and the members of the CALIFORNIA LABOR
11 SUB-CLASS.

12 13 **THIRD CAUSE OF ACTION**

14 **For Failure to Provide Required Meal Periods**

15 **[Cal. Lab. Code §§ 226.7 & 512]**

16 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
17 **Defendants)**

18 85. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
19 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
20 of this Complaint.

21 86. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to provide all
22 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
23 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature
24 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS
25 does not prevent these employees from being relieved of all of their duties for the legally
26 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and
27 other CALIFORNIA LABOR SUB-CLASS Members are from time to time not fully relieved
28 of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to

1 provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally
2 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's
3 business records. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR
4 SUB-CLASS therefore forfeit meal breaks without additional compensation and in accordance
5 with DEFENDANT's strict corporate policy and practice.

6 87. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
8 CLASS Members who are not provided a meal period, in accordance with the applicable Wage
9 Order, one additional hour of compensation at each employee's regular rate of pay for each
10 workday that a meal period is not provided.

11 88. As a proximate result of the aforementioned violations, PLAINTIFF and
12 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
13 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
14 suit.

15
16 **FOURTH CAUSE OF ACTION**

17 **For Failure to Provide Required Rest Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 89. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
22 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
23 of this Complaint.

24 90. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are
25 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
26 Further, these employees are denied their first rest periods of at least ten (10) minutes for some
27 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten
28 (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second
and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or

1 more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are also not
2 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
3 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are periodically denied
4 their proper rest periods by DEFENDANT and DEFENDANT's managers.

5 91. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
6 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
7 CLASS Members who are not provided a rest period, in accordance with the applicable Wage
8 Order, one additional hour of compensation at each employee's regular rate of pay for each
9 workday that rest period was not provided.

10 92. As a proximate result of the aforementioned violations, PLAINTIFF and
11 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
12 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
13 suit.

14
15 **FIFTH CAUSE OF ACTION**

16 **For Failure to Provide Accurate Itemized Statements**

17 **[Cal. Lab. Code § 226]**

18 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
19 **Defendants)**

20 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
21 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
22 of this Complaint.

23 94. Cal. Labor Code § 226 provides that an employer must furnish employees with
24 an "accurate itemized" statement in writing showing:

25 (1) gross wages earned,

26 (2) total hours worked by the employee, except for any employee whose compensation
27 is solely based on a salary and who is exempt from payment of overtime under
28 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare

1 Commission,

2 (3) the number of piecerate units earned and any applicable piece rate if the employee
3 is paid on a piece-rate basis,

4 (4) all deductions, provided that all deductions made on written orders of the employee
5 may be aggregated and shown as one item,

6 (5) net wages earned,

7 (6) the inclusive dates of the period for which the employee is paid,

8 (7) the name of the employee and his or her social security number, except that by
9 January 1, 2008, only the last four digits of his or her social security number or an
10 employee identification number other than a social security number may be shown on
11 the itemized statement,

12 (8) the name and address of the legal entity that is the employer, and

13 (9) all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee.

15 95. When PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
16 work overtime, DEFENDANT also failed to provide PLAINTIFF and the other CALIFORNIA
17 LABOR SUB-CLASS Members with a wage statement in writing that accurately sets forth
18 gross wages earned, all applicable hourly rates in effect during the pay period and the
19 corresponding amount of time worked at each hourly rate by the PLAINTIFF and the other
20 CALIFORNIA LABOR SUB-CLASS Members. This conduct violated California Labor Code
21 § 226. The pay stub also does not accurately display anywhere PLAINTIFF's and the other
22 CALIFORNIA LABOR SUB-CLASS Members' overtime work and applicable rates of
23 overtime pay for the pay period.

24 96. DEFENDANT knowingly and intentionally failed to comply with Labor Code §
25 226, causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR
26 SUB-CLASS. These damages include, but are not limited to, costs expended calculating the
27 true time worked and the amount of employment taxes which were not properly paid to state and
28 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF, and

1 the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated
2 damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for
3 each violation in subsequent pay period pursuant to Labor Code § 226, in an amount according
4 to proof at the time of trial (but in no event more than \$4,000.00 for PLAINTIFF and each
5 respective member of the CALIFORNIA LABOR SUB-CLASS herein).

6
7 **SIXTH CAUSE OF ACTION**

8 **For Failure to Reimburse Employees for Required Expenses**

9 **[Cal. Lab. Code § 2802]**

10 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
11 **Defendants)**

12 97. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
13 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
14 of this Complaint.

15 98. Cal. Lab. Code § 2802 provides, in relevant part, that:

16 An employer shall indemnify his or her employee for all necessary expenditures
17 or losses incurred by the employee in direct consequence of the discharge of his
18 or her duties, or of his or her obedience to the directions of the employer, even
though unlawful, unless the employee, at the time of obeying the directions,
believed them to be unlawful.

19 99. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
20 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
21 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
22 benefit. Specifically, DEFENDANT fails to reimburse PLAINTIFF and the CALIFORNIA
23 LABOR SUB-CLASS members for expenses which include, but are not limited to, costs related
24 to using their personal home offices and personal cell phones all on behalf of and for the benefit
25 of DEFENDANT. DEFENDANT's policy, practice and procedure is to not reimburse
26 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting
27 from using their personal home offices and personal cell phones to work remotely for
28 DEFENDANT within the course and scope of their employment for DEFENDANT. These

1 expenses are necessary to complete their principal job duties. DEFENDANT is estopped by
2 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses are
3 necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
4 members, DEFENDANT fails to indemnify and reimburse PLAINTIFF and the CALIFORNIA
5 LABOR SUB-CLASS members for these expenses as an employer is required to do under the
6 laws and regulations of California.

7 100. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
8 by him and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job
9 duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest
10 at the statutory rate and costs under Cal. Lab. Code § 2802.

11
12 **SEVENTH CAUSE OF ACTION**

13 **For Failure to Pay Wages When Due**

14 **[Cal. Lab. Code §§ 201, 202, 203]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
16 **and Against All Defendants)**

17 101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
18 reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of
19 this Complaint.

20 102. Cal. Lab. Code § 200 provides, in relevant part, that:
As used in this article:

21 (a) "Wages" includes all amounts for labor performed by employees of every
22 description, whether the amount is fixed or ascertained by the standard of
time, task, piece, Commission basis, or other method of calculation.

23 (b) "Labor" includes labor, work, or service whether rendered or performed
24 under contract, subcontract, partnership, station plan, or other agreement if
the labor to be paid for is performed personally by the person demanding
payment.

25 103. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges
26 an employee, the wages earned and unpaid at the time of discharge are due and payable
27 immediately."

28 104. Cal. Lab. Code § 202 provides, in relevant part, that:

1 If an employee not having a written contract for a definite period quits his or
2 her employment, his or her wages shall become due and payable not later
3 than 72 hours thereafter, unless the employee has given 72 hours previous
4 notice of his or her intention to quit, in which case the employee is entitled
5 to his or her wages at the time of quitting. Notwithstanding any other
6 provision of law, an employee who quits without providing a 72-hour notice
7 shall be entitled to receive payment by mail if he or she so requests and
8 designates a mailing address. The date of the mailing shall constitute the date
9 of payment for purposes of the requirement to provide payment within 72
10 hours of the notice of quitting.

11 105. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-
12 CLASS Members' employment contract.

13 106. Cal. Lab. Code § 203 provides, in relevant part, that:

14 If an employer willfully fails to pay, without abatement or reduction, in
15 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
16 employee who is discharged or who quits, the wages of the employee shall
17 continue as a penalty from the due date thereof at the same rate until paid or
18 until an action therefor is commenced; but the wages shall not continue for
19 more than 30 days.

20 107. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS
21 Members has terminated and DEFENDANT has not tendered payment of all wages owed as
22 required by law. Additionally, at all times during the term of PLAINTIFF's employment with
23 DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members earned and
24 accrued vested vacation and holiday time on the date of their termination pursuant to
25 DEFENDANT's uniform vacation policies and applicable California law. The amount of
26 vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members earned
27 and accumulated is evidenced by DEFENDANT's business records. Additionally,
28 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular
rate of pay and more specifically the final rate of pay that included all non-discretionary
incentive compensation. Rather than pay vacation wages at the regular rate of pay,
DEFENDANT underpaid vacation wages to PLAINTIFF and other CALIFORNIA LABOR
SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFF's and
CALIFORNIA LABOR SUB-CLASS Members' non-discretionary incentive compensation into
the vacation wage payment calculations. DEFENDANT failed to specify in DEFENDANT's

1 written vacation policy the rate at which PLAINTIFF and other CALIFORNIA LABOR CLASS
2 Members would be paid vacation upon leaving employment with DEFENDANT. As a result
3 of DEFENDANT's unlawful practice, policy and procedure to deny paying the PLAINTIFF and
4 the other members of the CALIFORNIA LABOR SUB-CLASS all of their vested vacation and
5 holiday time, DEFENDANT failed to pay the PLAINTIFF and the members of the
6 CALIFORNIA LABOR SUB-CLASS all vested vacation time as wages due upon employment
7 termination, in violation of the California Labor Code, Sections 201, 202, 203 and 227.3.
8 Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF and other
9 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including
10 all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
11 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
12 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide
13 compensation for earned, accrued and vested vacation and holiday time, as well as the
14 corresponding waiting time penalties that were paid. DEFENDANT perpetrated this unlawful,
15 unfair and deceptive practice to the detriment of the PLAINTIFF and the members of the
16 CALIFORNIA LABOR SUB-CLASS. DEFENDANT's uniform practice and policy of failing
17 to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time accumulated
18 at employment termination violated and continues to violate Section 227.3 of the California
19 Labor Code.

20 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
21 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and
22 who have not been fully paid their wages due to them, PLAINTIFF demands thirty days of pay
23 as penalty for not paying all wages due at time of termination for all employees who terminated
24 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and demands an
25 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

26
27
28 **PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and

severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a Class Action pursuant to California Code of Civil Procedure § 382;
- B) An order requiring DEFENDANT to correctly calculate and pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS;
- C) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to the PLAINTIFF and to the other members of the CALIFORNIA CLASS according to proof; and,
- D) An order temporarily, preliminarily, and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a Class Action pursuant to California Code of Civil Procedure § 382;
- B) Compensatory damages, according to proof at trial, for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- D) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF

1 and the other members of the CALIFORNIA CLASS with all legally required
2 off-duty, uninterrupted thirty (30) minute meal breaks and the legally required
3 rest breaks; and,

4 E) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
5 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
6 costs of suit.

7 3. On all claims:

8 A) An award of interest, including prejudgment interest at the legal rate;

9 B) Such other and further relief as the Court deems just and equitable; and,

10 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
11 law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or
12 §2802.

13 Dated: February 16, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

14
15 By: _____
16 Norman B. Blumenthal
17 Nicholas J. De Blouw
18 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: February 16, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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)

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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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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 Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

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

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; 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. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

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

EXHIBIT #5

From: no-reply@formassembly.com
To: Kyle@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, February 5, 2026 4:15:16 PM

02/05/2026 04:15:02 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/05/2026 04:15:02 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1012214-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT #6

1 WILSON TURNER KOSMO LLP
LOIS M. KOSCH (131859)
2 GEOFFREY D. LA VAL (279987)
402 West Broadway, Suite 1600
3 San Diego, California 92101
Telephone: (619) 236-9600
4 Facsimile: (619) 236-9669
E-mail: lkosch@wilsonturnerkosmo.com
5 E-mail: glaval@wilsonturnerkosmo.com

6 Attorneys for Defendant
SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 SHERRY RUMPH, on behalf of the State of
California, as a private attorney general,

11 Plaintiff,

12 v.

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

16 Defendants.

Case No. 24LBCV01324

**DECLARATION OF GEOFFREY D.
LA VAL**

Date:
Time:

Judge: Hon. Nicole M. Heeseman
Dept: S25

Trial Date: Not Set
Complaint Filed: June 26, 2024

17
18
19 I, Geoffrey D. La Val, hereby declare as follows:

20 1. I am an attorney licensed to practice law in the State of California. I am a Senior
21 Counsel in the law firm of Wilson Turner Kosmo LLP, and I am one of the attorneys of record for
22 Defendant Sedgwick Claims Management Services, Inc. I have first-hand knowledge of the facts
23 contained in this declaration, or know of it by review of the files maintained by my law firm for this
24 matter, and if called upon to testify, I would and could competently do so as set forth herein.

25 2. I know of no facts relevant to any actual or potential conflicts of interest between
26 Sedgwick Claims Management Services, Inc. and the Settlement Administrator in this Action.

27 3. I am not aware of any other pending matter or action asserting claims that will be
28 extinguished or adversely affected by the Settlement in this Action.

1 4. Based on data provided to me by Sedgwick Claims Management Services, Inc. on
2 October 24, 2025, there are a total of 85 Class Members who worked a combined total of 8,828
3 workweeks during the Class Period (May 24, 2020 to August 24, 2025).

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

6 Executed this 1st day of December 2025, at San Diego, California.

7 

8
9

GEOFFREY D. LA VAL