

DOUGLAS HAN (SBN 232858)
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Attorneys for Plaintiff Paola Olivo

[Counsel for Plaintiff Roya Noori on the following page]

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

ROYA NOORI and PAOLA OLIVO on behalf
of themselves, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and DOES 1-
100,

Defendants.

Case No.: Case No. 37-2023-00000144-CU-
OE-CTL
(Consolidated with Case No.37-2023-
00005665-CU-OE-CTL)

Assigned for All Purposes to:
Honorable James A. Mangione
Department C-75

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: September 13, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department C-75

Complaint Filed: January 3, 2023
FAC Filed: August 16, 2023
Trial Date: None Set

1 DAVID MARA (SBN 230498)
2 JILL VECCHI (299333)
3 **MARA LAW FIRM, PC**
4 2650 Camino Del Rio North, Suite 302
5 San Diego, California 92108
6 Telephone: (619) 234-2833
7 Facsimile: (619) 234-4048

8 *Attorneys for Plaintiff Roya Noori*

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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of California.

2. In May 2004, I graduated from Pepperdine University School of Law with

3. From January 2004 to May 2004, I served as a Judicial Extern to Honorable

4. Since its inception, our firm has almost exclusively focused on the

5. Attached hereto as **Exhibit 1** is a list of some of the class action and

6. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his

representative actions that have been granted approval, including *Keles v. The Art of Shaving – FL, LLC*, Alameda County Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited Partnership*, Kern County Superior Court, Case No. S-1500-CV-279879; *Guzman v. International City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No. BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court, Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court, Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v. Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian v. Williston Financial Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda

County Superior Court, Case No. JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v. General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No. BC546330; and *Nuncio v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282534, cases that were certified after a contested class certification. Shunt is handling class actions pending in California.

7. At the time of this declaration, the number of Class Members is estimated to be 1,499, which was confirmed by Defendant Vista Community Clinic (“Defendant”).

8. This case involves all current and former non-exempt, hourly employees who were employed by Defendant in California at any time during the period from January 3, 2019, through January 18, 2024 (“Class,” “Class Members,” and “Class Period”).

9. On November 14, 2022, Plaintiff Noori, represented by Mara Law Firm, PC, provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant she contends were violated and the theories supporting her contentions.

10. On January 3, 2023, Plaintiff Noori filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Diego (Case No. 37-2023-00000144-CU-OE-CTL). The lawsuit alleged the following causes of action against Defendant: (a) failure to pay all straight time wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to adopt a compliant sick pay/paid time off policy; (f) knowing and intentional failure to comply with itemized employee wage statement provisions; (g) failure to pay all wages due at the time of termination of employment; (h) failure to reimburse/illegal deductions; and (i) violation of the Unfair Competition Law.

1 11. On February 8, 2023, Plaintiff Noori filed a representative Private Attorneys
2 General Act of 2004 (“PAGA”) action in the Superior Court of California, County of San Diego,
3 asserting allegations like those asserted in her wage-and-hour class action lawsuit (Case No. 37-
4 2023-00005665-CU-OE-CTL).

5 12. On March 21, 2023, Plaintiff Olivo, represented by Justice Law
6 Corporation, filed a wage-and-hour class action lawsuit in the Superior Court of California, County
7 of San Diego (Case No. 37-2023-00011846-CU-OE-NC). The lawsuit alleged violation of: (a)
8 Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a)
9 (unpaid meal period premiums); (c) Labor Code sections 226.7 (unpaid rest period premiums); (d)
10 Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and
11 202 (final wages not timely paid); (f) Labor Code section 226(a) (noncompliant wage statements);
12 (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business &
13 Professions Code section 17200.

14 13. On July 31, 2023, the Court granted Plaintiff Noori’s request to consolidate
15 her wage-and-hour class action lawsuit (Case No. 37-2023-00000144-CU-OE-CTL) and
16 representative PAGA action (Case No. 37-2023-00005665-CU-OE-CTL) and designated the
17 former as the lead case.

18 14. On August 16, 2023, Plaintiff Noori filed a first amended complaint that
19 added Plaintiff Olivo as a named plaintiff.

20 15. On October 9, 2023, the Court granted Plaintiff Olivo’s request to dismiss
21 her wage-and-hour class action lawsuit (Case No. 37-2023-00011846-CU-OE-NC).

22 16. After engaging in discovery, investigations, and negotiations, on January
23 18, 2024, the Parties remotely attended mediation with the mediator David Rotman that eventually
24 resulted in the settlement of this lawsuit.

25 17. Defendant generally and specifically denies any and all liability or
26 wrongdoing of any sort regarding any of the claims alleged, makes no concessions or admissions
27 of liability, and contends that for any purpose other than settlement, the matter is not appropriate
28 for class or representative treatment. Defendant asserts several defenses to the claims and has

1 denied any wrongdoing or liability arising out of any of the alleged facts or conduct in this matter.

2 18. After initiating this lawsuit, the Parties engaged in discovery. The Parties
3 propounded form interrogatories, special interrogatories, requests for admission, and requests for
4 production of documents. Thereafter, the Parties met and conferred and agreed to engage in an
5 informal exchange of information and then eventually remotely attended mediation.

6 19. Prior to the mediation, Defendant produced several documents relating to
7 its policies, practices, and procedures regarding reimbursement of business expenses, paying
8 hourly-paid and non-exempt employees for all hours worked, and meal and rest breaks along with
9 its payroll and operational policies. As part of Defendant's production, Plaintiffs also reviewed
10 time records, pay records, and information relating to the size and scope of the Class, as well as
11 data permitting Plaintiffs to understand the number of workweeks and pay periods within the Class
12 Period. Several putative class members were also located and interviewed to attain a better
13 understanding of the extent and frequency of the alleged day-to-day violations.

14 20. The Parties agree the above-described investigation and evaluation, as well
15 as the information exchanged during the settlement negotiations, are more than sufficient to assess
16 the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

17 21. The Parties remotely attended mediation with an experienced mediator.
18 During the mediation, the Parties discussed the risks of continued litigation, certification, and
19 merits of the claims versus the benefits of settlement. Under the auspices of the mediator, the
20 Parties reached a settlement, the terms were memorialized in the Class Action and PAGA
21 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement").

22 22. The Parties agreed (subject to the Court's approval) this action be settled
23 and compromised for the non-reversionary total sum of \$3,000,000 ("Gross Settlement Amount")
24 which includes: (a) Class Counsel Fees Payment up to \$1,050,000 (35% of the Gross Settlement
25 Amount) to Class Counsel; (b) Class Counsel Litigation Expenses Payment up to \$50,000 for
26 reimbursement of litigation costs and expenses to Class Counsel; (c) Class Representative Service
27 Payments up to \$10,000 to each Plaintiff (totaling \$20,000); (d) Administration Expenses Payment
28 up to \$25,000 to the Administrator; and (e) PAGA Penalties up to \$150,000 to the LWDA and

Aggrieved Employees.

23. The Settlement was reached because of arm's-length negotiations. Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached after mediation.

24. Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals. Plaintiffs and Class Counsel considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. Pursuant to this, Plaintiffs and Class Counsel conducted extensive settlement negotiations, including formal discovery and mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members.

25. The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement. The Settlement was only possible following significant investigation and evaluation of the relevant policies and practices, as well as the data produced, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. This case has reached the stage where the Parties understand "the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery" sufficient to support the Settlement's reasonableness, adequacy, and fairness. (*Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

26. The claims are predicated on the purported: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide meal and rest breaks and pay applicable premium wages; (d) failure to timely pay wages; (e) failure to issue compliant wage statements; (f) failure to reimburse business expenses; and (g) violation of PAGA.

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1 27. Defendant vehemently denies the theories of liability. Defendant contends:
2 (a) all meal and rest breaks were provided in compliance with the law; (b) all wages were paid; (c)
3 all wages were timely paid; (d) wage statements were provided in compliance with the law; and
4 (e) all business expenses were reimbursed. Defendant further contends any mistakes made (which
5 it denies) were honest rather than willful. Finally, Defendant argues if litigation were to continue,
6 it feels confident it would prevail.

7 28. The Settlement Agreement is the product of serious, informed, non-
8 collusive negotiations, has no obvious defects, does not grant preferential treatment to Plaintiffs
9 or segments of the Class, and falls within the range of fair and reasonable settlements. I believe
10 this non-reversionary settlement is in the best interests of the Class as fair, reasonable, and
11 adequate. I recommend approval of the Settlement Agreement.

12 29. The Settlement Agreement calls for the payment of the Class Counsel Fees
13 Payment of up to \$1,050,000. This request is fair, reasonable, and adequate to compensate Class
14 Counsel for the substantial work they put into this case and the risk they assumed by taking it in
15 the first place. The Class Counsel Fees Payment is also intended to reimburse Class Counsel for
16 all uncompensated work they have done and for all the work they will continue to do following
17 preliminary approval.

18 30. I am aware the common and acceptable rate for contingency representation
19 in wage-and-hour class action litigation is normally forty percent (40%) before trial, with the range
20 being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

21 31. Class Counsel took this case on a contingent fee basis against a business
22 represented by a reputable defense firm. Accordingly, when taking these cases, we anticipate we
23 shall, if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is too great
24 to bear. Thus, when we take on one matter, we are unable to take on other matters. When Class
25 Counsel became involved in this case, we realized the time commitment it would entail, and we
26 were forced to turn down other matters. We were forced to do so because of the thorough factual
27 investigation and development this case required. Collectively, this case claimed a significant
28 portion of Class Counsel's time and attention throughout its pendency.

32. The requested fee is reasonable for the services provided to the Class Members and for the benefits they will receive.

33. The Parties entered a Joint Prosecution Agreement (“JPA”) on June 10, 2023. Under the JPA, the Parties agreed to split the Class Counsel Fees Payment as follows: fifty percent (50%) to Justice Law Corporation and fifty percent (50%) to Mara Law Firm, PC. Attached hereto as **Exhibit 2** is a true and correct copy of the signed JPA.

I declare that under the penalty of perjury under the laws of California the foregoing is true and correct. Executed on the 14th of June 2024 at Pasadena, California.


Douglas Han

EXHIBIT 1

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricia Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Volk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo

EXHIBIT 2

David Mara
Jill Vecchi
Grace Campbell
Taylor Hanks
Joann B. Gerrity
Matthew Crawford



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June 7, 2023

Douglas Han, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103

Re: *Vista Community Clinic*

JOINT PROSECUTION AGREEMENT

WHEREAS Plaintiff Roya Noori through her attorneys Mara Law Firm, PC ("MLF"), filed a Class action, which is currently pending before the San Diego Superior Court, Case No. 37-2023-00000144CU-OE-CTL ("*Noori* Action").

WHEREAS Plaintiff Paola Olivo, through her attorneys Justice Law Corporation ("JLC"), filed a Class action, which is currently pending before the Stanislaus County Superior Court, Case No. 37-2023-000011846-CU-OE-NC ("*Olivo* Action").

WHEREAS Plaintiff Olivo agreed to join the *Noori* Action as a Plaintiff.

WHEREAS Plaintiff Noori will amend her complaint to add in Plaintiff Olivo and her counsel, JLC.

WHEREAS the Parties and counsel to each case believe it is in the Parties' and their counsel's best interest to continue to work together for the common good of the class members.

IT IS HEREBY AGREED THAT:

1. The Parties and their Counsel agree to jointly pursue the claims asserted in the *Noori* and *Olivo* Actions and that JLC and MLF serve as co-lead counsel in the above-described action.
2. The Plaintiffs will execute this agreement which shall become part of the retainer agreements with Noori and Olivo, reflecting the agreement reached herein.
3. The Parties will coordinate their activities in connection with this joint representation agreement and they will keep each other informed of all material developments and shall share responsibility for oversight and the conduct of day-to-day activities in this litigation.

4. The Parties and their counsel will cooperate and make their best efforts to effectuate the recovery of reasonable costs and fees in the event of the successful prosecution and/or settlement of the underlying actions or any portion thereof. At that time and in that event, each of the parties' counsel shall submit to the Court their costs and time sheets quantifying and describing the general nature of all common benefit work performed by the respective law firm on behalf of the Plaintiffs in such action and/or on behalf of the putative class. Notwithstanding the foregoing, and regardless of the number of the hours worked by each firm, it is hereby agreed that the Parties shall share in any recovery as follows:

Attorneys' fees recovered in this action shall be divided and paid as follows:

JLC	50%
MLF	50%

5. This division of fees will not increase the fees paid by the representative plaintiffs or the class.

6. JLC and MLF each warrant that at this time they do not have reason to believe that any other firm or attorney will seek fees for work completed on behalf of their respective clients, and furthermore, that should any other firm or attorney make a claim for fees for work which was completed prior to the date of this agreement or hereinafter, on the behalf of one of the representative clients or parties, each party shall be solely responsible for defending against said claims.

7. Each party will bear its own costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, etc.

8. Third-party costs incurred specifically to support this litigation including expert fees, transcripts, reproduction of written and electronic discovery, etc. will be shared by the parties in the following ratios:

JLC	50%
MLF	50%

9. The Parties shall each receive reimbursement of their expenses as approved by the Court. Should the court award expenses in an amount less than that sought by the Parties, the expense award shall be divided *pro rata* based on the relative amounts of expenses submitted to the Court by each of the parties, unless the Court expressly concludes that particular defects in the submission of specific expenses made by a particular party is the reason for failing to approve an expense; in which case the loss shall be borne entirely by the party who submitted the particular expense that was not approved.

10. Any disputes under this Agreement shall be submitted to the Stanislaus County Superior Court and will be governed by the laws of State of California.

11. This Agreement is made among Firms authorized to practice under the laws of the State of California and is intended to be governed by the ethical rules of California. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect and to give effect to the overall intention of fostering cooperation among counsel to best serve the interests of the clients.

12. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect.

13. This Agreement is the entire agreement between the Parties, and it supersedes any previous negotiations, agreements and understandings concerning the subject matters of this Agreement. This Agreement is intended to be and is final and binding. No modifications of this Agreement can be made except in writing signed by each of the Parties.

IN WITNESS WHEREOF, the undersigned have duly authorized and caused this Agreement to be executed:

Date: June __, 2023
06/09/2023

Paola Olivo



Plaintiff

Date: June __, 2023

Roya Noori

Plaintiff

Date: June 9, 2023

JUSTICE LAW CORPORATION



By: Douglas Han, Esq.

Date: June __, 2023

MARA LAW FIRM, PC

By: David Mara, Esq.

11. This Agreement is made among Firms authorized to practice under the laws of the State of California and is intended to be governed by the ethical rules of California. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect and to give effect to the overall intention of fostering cooperation among counsel to best serve the interests of the clients.

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IN WITNESS WHEREOF, the undersigned have duly authorized and caused this Agreement to be executed:

Date: June __, 2023

Paola Olivo

Plaintiff

Date: June __, 2023
6/10/2023

Roya Noori
DocuSigned by:

Roya Noori

USF2E2FBE3AB49F...
Plaintiff

Date: June __, 2023

JUSTICE LAW CORPORATION

By: Douglass Han, Esq.

Date: June __, 2023
6/7/2023

MARA LAW FIRM, PC

DocuSigned by:
[Signature]

C2B24CA3807E405...
By: David Mara, Esq.