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

13 **IN AND FOR THE COUNTY OF CONTRA COSTA**

14 KRISTINA MURDOCK, NOEL
15 HUDSON, and ALEXANDRA SOTO on
16 behalf of themselves and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 ASPEN SURGERY CENTER, LLC, a
21 Limited Liability Company; SURGERY
22 PARTNERS, INC., a Corporation; and
23 DOES 1 through 50, inclusive,

24 Defendants.

CASE No. **MSC21-02047**

[Consolidated with Case No. MSC21-02137]

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

Hearing Date: August 22, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated April 9, 2024]

Judge: Hon. Charles S. Treat

Dept.: 12

Action Filed: October 1, 2021

Trial Date: Not set

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

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

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

26
27 3. Summary of the Proposed Settlement.

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

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Aspen
2 Surgery Center, LLC and Surgery Partners, Inc. (“Defendants”) reached a full and final settlement of the
3 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
4 consideration for this Settlement, the Total Settlement Amount to be paid by Defendants is Three Million
5 Dollars (\$3,000,000). (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement Amount
6 consists of the following elements: (1) payment of the Individual Class Payments to the Participating
7 Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
8 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs; and
9 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

13 (c) Within fifteen (15) days of the Effective Date, Defendants shall deposit the Gross Settlement
14 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
15 Participating Class Members along with the other Court-approved distributions shall be made by the
16 Administrator within fourteen (14) days after Defendants fund the Gross Settlement Amount.
17 (Agreement at ¶ 5.1.)

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

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. Declaration of Stephanie Molina
4 ("Molina Decl.") ¶¶ 3-8. Class Members were provided with the opportunity to exclude themselves or
5 "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Molina Decl.
6 ¶ 8, Exh. A. Significantly, there have been no objections and only two (2) requests to opt-out. Molina
7 Decl. ¶¶ 13-14. As such, nearly the entire Class (99.88%) will participate in the Settlement and will be
8 sent a settlement check. *See* Molina Decl. at ¶ 17. All Aggrieved Employees, including those who submit
9 an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the
10 release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and
11 8.5(d).) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or
12 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

18 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
20 administration in an amount not to exceed \$21,950. (Agreement at ¶ 3.2(c).) As set forth in the Molina
21 Decl. at ¶ 21, the Administration Expenses Payment, including fees and costs incurred to-date, as well
22 as anticipated fees and costs for completion of the settlement administration, are \$21,950.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
25 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
26 Litigation Expenses Payment in an amount not to exceed \$22,000. (Agreement at ¶ 3.2(b).) Subject to
27 Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as
28 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate motion

1 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
2 support, for these requests, including lodestar.

3 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
4 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
5 2698, et seq. ("PAGA"). The PAGA Penalties are \$60,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
6 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
7 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
8 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
9 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
10 forth in the accompanying proof of service, the LWDA has been served with this motion and the
11 Agreement.

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

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated April 9, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
23 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 8,
24 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
25 each class member with the terms of the Settlement, including notice of the claims at issue and the
26 financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being
27 sought, how individual settlement awards would be calculated, and the specific, estimated payment
28 amount to that individual. See Declaration of Stephanie Molina ["Molina Decl."], ¶ 8, Exh. A. In

1 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
2 Preliminary Approval Order. Significantly, there have been no objections and only two (2) requests to
3 opt-out from the Settlement. Molina Decl. ¶¶13-14. As such, nearly the entire Class (99.88%) will
4 participate in the Settlement and will be sent a settlement check. See Molina Decl. at ¶ 17;

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

13
14 6. Procedural History of the Litigation

15 (a) On June 29, 2022, Plaintiff Spears filed with the LWDA and served on Defendant a notice
16 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
17 on behalf of PAGA Members for various Labor Code violations.

18 (b) On October 1, 2021, Plaintiffs filed a class action Complaint against Defendant in the Superior
19 Court of the State of California, County of Contra Costa. This class action Complaint asserted claims
20 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
21 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
22 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
23 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
24 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
25 itemized wage statements in violation of California Labor Code § 226; (7) failure to to reimburse
26 employees for required expenses in violation of California Labor Code § 2802; and, (8) failure to provide
27 wages when due in violation of California Labor Code §§ 201, 202 and 203. On September 30, 2021,
28 plaintiff Noel Hudson filed a PAGA action ("PAGA Action"). Plaintiff Noel Hudson's PAGA Complaint

1 asserted a single claim against Defendants for violation of the Private Attorney General Act, Cal. Labor
2 Code §§ 2698, et seq. ("PAGA") based upon the same violations alleged in the Class Action Complaint.

3 (c) On March 18, 2022, the Parties filed a stipulation to consolidate the Class Action and the
4 PAGA Action. On March 30, 2022, Plaintiffs filed the First Amended Consolidated Complaint. The
5 First Amended Consolidated Complaint is the operative complaint in the Action (the "Operative
6 Complaint").

7 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
8 formal discovery, and the production of documents, class data, and other information, allowing for the
9 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
10 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
11 data for the class covering 177,086 shifts; (3) Defendants' wage and hour policies; (4) the employment
12 files for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As such, Class
13 Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to
14 prepare the valuations of the claims for the Class.

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

21 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior
22 to mediation, the Parties engaged in the above investigation and the exchange of documents and
23 information in connection with the Action. On April 11, 2023, the Parties participated in an all-day
24 mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage
25 and hour class actions. Following the mediation, each side, represented by its respective counsel, were
26 able to agree to settle the Action based upon a mediator's proposal which was memorialized in a
27 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
28 in the Agreement. At all times, the negotiations were arm's length and contentious.

1 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
2 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
3 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
4 among other things, that they have complied at all times with the California Labor Code, applicable Wage
5 Order, and all other laws and regulations. Further, Defendants contend that class certification is
6 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
7 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
8 certification on the basis that the claims meet the requisites for class certification. Without admitting that
9 class certification is proper, Defendants have stipulated that the above Class may be certified for
10 settlement purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement
11 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
12 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
13 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
14 certification with respect to the Class are satisfied.

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

1 7. History of Settlement Discussions

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

8 (b) The Parties attended an arms-length mediation session with Hon. Carl J. West (Ret.), a
9 respected jurist and experienced mediator of wage and hour class actions, in order to reach this
10 Settlement. In preparation for the mediation, Defendants provided Class Counsel with payroll and
11 employment data and other information regarding the Class Members, various internal documents, and
12 other compensation and employment-related materials. Class Counsel analyzed the data with the
13 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
14 mediator. Following this all-day mediation, the Parties agreed to this Settlement.

15 (c) From May 2023 to September 2023, the settlement agreement and exhibits thereto were
16 finalized and executed. On April 9, 2024, the Court granted the Motion for Preliminary Approval, and
17 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

20
21 8. The outcome of this case would have been uncertain and fraught with risks.

22 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
23 Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with
24 all applicable Labor laws. Defendants argued that Class Members were paid for all time worked, that all
25 work time was properly recorded, and that the alternative work schedule was lawful. Defendants contend
26 that its meal and rest period policies fully complied with California law and Defendants did not fail to
27 provide the opportunity for legally required meal and rest breaks. Defendants could argue that its
28 payment of significant meal period premiums is evidence of lawful practices. Defendants contend that

1 there was no failure to pay for business expenses and any cell phone usage was merely convenient and
2 voluntary such that reimbursement was not legally required. Finally, Defendants could argue that the
3 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs'
4 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants also
5 argue that based on its facially lawful practices, Defendants acted in good faith and without willfulness,
6 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
7 If successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class.
8 While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have
9 merit and therefore present a serious risk to recovery by the Class.

10 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
11 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
12 of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed
13 the propriety of class certification, arguing that individual issues precluded class certification. Further,
14 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
15 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
16 been certified. While other cases have approved class certification in wage and hour claims, class
17 certification in this action was hotly disputed and the maintenance of a certified class through trial was
18 by no means a foregone conclusion. As demonstrated by the decision in *Duran*, the complexities and
19 duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond
20 and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have
21 required many more years to resolve, assuming the judgment was affirmed. If the judgment was not
22 affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a
23 guaranteed recovery today outweigh an uncertain result three or more years in the future. Plaintiffs and
24 Class Counsel recognize the expense and length of a trial against Defendant through possible appeals
25 which could take at least another two or three years. Class Counsel also have taken into account the
26 uncertain outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel
27 are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the
28 claims asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable.

1 Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the
2 benefits of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon
3 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
4 Agreement is in the best interest of the Class.

5 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
6 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
7 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
8 to the value of the claims. Based upon 1,678 Class Members who collectively worked 162,224
9 Workweeks, the Gross Settlement Amount provides an average value of \$1,787 per Class Member and
10 \$18.49 per Workweek and after deductions the Net Settlement Amount provides an average recovery of
11 \$1,112.06 per Class Member and a recovery of \$11.50 per Workweek. The calculations to compensate
12 for the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
13 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the
14 expert to analyze the data and determine the potential unpaid wages for the employees. The maximum
15 potential damages were calculated to be \$2,298,202 for the alleged unpaid wages due to the alternative
16 work schedule, \$1,070,877 for the alleged unpaid wages due to reporting time, \$7,016,029 for the alleged
17 unpaid wages due to off-the-clock work at 1 hour per week, \$77,817 for the alleged unpaid wages due
18 to the regular rate miscalculation applicable to overtime, meal premiums and sick pay, \$544,984 for
19 alleged meal period damages based upon a 15.8% potential violation rate for shifts worked and after
20 deducting the meal premiums actually paid by Defendant, \$3,035,361 for alleged rest period damages
21 based upon the same potential 15.8% violation rate observed for meal periods, \$184,402 for alleged
22 unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total
23 damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount
24 of \$14,227,672. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were
25 a maximum of between \$1,100,557 and \$2,861,447 and potential maximum wage statement penalties
26 were between \$141,000 and \$2,416,000, both depending on the predicate violation giving rise to the
27
28

1 penalty.¹ Consequently, the Gross Settlement Amount of \$3,000,000 represents more than 21% of the
2 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.²
3 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
4 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting
5 time and wage statement penalties, even if wages were owed to the class. The above maximum
6 calculations should then be adjusted in consideration for both the risk of class certification and the risk
7 of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the
8 potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and
9 reasonable.³ Clearly, the goal of this litigation has been met.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
11 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
12

13 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
14 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
15 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
16 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
17 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
18 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
19 as to whether and when the wages were due."). Importantly, the recent decision that good faith belief
of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024),
could completely negate the claims for waiting time and wage statement penalties, even if wages were
owed to the class.

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

22 ³ *See Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
27 a class settlement which represented "roughly one-sixth of the potential recovery".) *See also Vicer v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
28 settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 defenses both to liability and to class certification. The maximum and average Participating Class
2 Member are \$3,416.36 and \$1,112.07, respectively. See Molina Decl. ¶19. Given the complexities of
3 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
4 reasonable and adequate, and should be finally approved.

5 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
6 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
7 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
8 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
9 Plaintiffs' case and the risk of establishing class wide liability and damages.

11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

12 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should 13 Be Enforced

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
15 fund settlement to be paid by Defendant to the Class in the amount of Three Million Dollars (\$3,000,000).
16 (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees
17 equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
18 at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees
19 Payment in an amount equal to one-third of the Total Settlement Amount.

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

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

1 counsel for each of the parties as part of the Settlement.

2
3 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
4 Created for the Benefit of the Class

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
6 of the Gross Settlement Amount of \$3,000,000, which equals \$1,000,000 for attorneys' fees. As part
7 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
8 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$22,000. Finally,
9 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the
10 amount of \$10,000 each, as their service award under the Agreement.

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

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

27 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
28 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

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

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

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

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28 Counsel advanced more than \$18,000 in costs which could not have been recovered if this case had been

1 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs
2 also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other
3 potential negative financial ramifications from having sued Defendant on behalf of the Class.
4 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs
5 also support the requested awards.

6 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
7 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
8 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$666,666 is
9 also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
10 records for Class Counsel evidence that through July 31, 2024, Class Counsel's total lodestar is
11 \$315,460.00, with significant additional fees still to be incurred to complete final approval and the
12 settlement process. (Exhibits #3 and 4.) The requested fee award is therefore currently equivalent to
13 Class Counsel's total lodestar with a reasonable multiplier of less than 3.2, and there will be additional
14 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
15 distribution and reports. Such a multiplier is within the range of multipliers approved in *Laffitte* and
16 *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
17 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
18 this Court may conclude that the requested award is fair and reasonable and is justified under California
19 law.⁵

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

⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
have been approved by Court's throughout California, including the Courts in the Superior Court of

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

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

25 California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
26 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
27 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
28 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

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

1 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
2 a wage and hour class settlement.

3 12. The contemporaneous billing records for Class Counsel evidence that through July 31,
4 2024, Class Counsel's total lodestar is \$315,460.00, with significant additional fees still to be incurred
5 to complete final approval and the settlement process. From February 25, 2021 to July 31, 2024, my firm
6 worked on this matter for over 388 hours, with hourly rates for attorneys ranging from \$450 to \$995,
7 resulting in a total incurred lodestar for my firm in the amount of \$315,460.00. The requested fee award
8 is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of 2, and
9 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
10 the settlement distribution and reports. A detailed breakdown of the total fees and the services performed
11 by the firm on this case is attached hereto as Exhibits #3 and 4.⁶ In addition, Class Counsel will be
12 performing significant additional work that is not included in this lodestar amount, including finalizing
13 the final approval motion, attending the hearing on final approval, and monitoring completion of the
14 settlement process. I expect this additional work will result in \$22,000 in additional lodestar for my firm.
15 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
16 community for similar work and, if this were a commercial matter, these are the charges that would be
17 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
18 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
19 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
20 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
21 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
22 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
23 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
24 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
25 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.

26
27
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to July 31, 2024.

1 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and
2 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other
3 firms practicing in the Southern District of California.) This survey is useful to show that Class
4 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of
5 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
6 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
7 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
8 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
9 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
10 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
11 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
12 the currently lodestar incurred with a reasonable multiplier which will be less than 3 by the completion
13 of the settlement. This is comparable to the multipliers approved in other cases. The requested award
14 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

15
16 Litigation Expenses

17 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
18 Counsel Litigation Expenses Payment of not more than \$22,000." Class Counsel requests reimbursement
19 for incurred litigation expenses and costs in the amount of \$18,922.12. Class Counsel have incurred
20 \$18,862.12 based upon counsel's billing records; therefore, this requested amount of \$18,922.12 is equal
21 to the amount actually incurred by Class Counsel. These litigation expenses include the expenses
22 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service
23 charges (Knox, OneLegal, File&Serve Express), research charges (LexisNexis), and appearance fees, all
24 of which are costs normally billed to and paid by the client.⁷ The details of the litigation expenses

25
26 ⁷ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 incurred are set forth in Exhibits #3 and 4.⁸ These costs were reasonably incurred in the prosecution of
2 the Action.

3
4 Service Award

5 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
6 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
7 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to these
8 payments and there have been no objections to the requested service awards. The declarations of Plaintiffs
9 in support of this request are attached hereto as Exhibits #6 and 7. As the representatives of the Class,
10 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
11 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
12 searching for documents, working with counsel, and reviewing the settlement documentation. As set
13 forth in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement,
14 far beyond the class release. The declaration of Plaintiffs detail the involvement, stress and risks they
15 undertook as a result of this Action. The Plaintiffs also assumed the serious risk that they might possibly
16 be liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
17 future employers for having filed a class action on behalf of fellow former employees. Without the
18 Plaintiffs’ participation, cooperation and information, no other employees would be receiving any benefit.
19 The payment of service awards to successful class representatives is appropriate and the amount of
20 \$12,500 is well within the currently awarded range for similar settlements. The requested awards are also
21 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
22 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
23 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
24 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
25 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
26

27
28 ⁸ Exhibit #3 contains the expense billing from inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to July 31, 2024.

1 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
2 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
3 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
4 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*,
5 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought
6 a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS
7 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action);
8 *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar.
9 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
10 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
11 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
12 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
13 BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker*
14 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding
15 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
16 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service
17 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
18 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
19 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
20 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
21 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
22 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
23 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
24 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
25 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
26 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
27 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
28 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,

2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, 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).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them for employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry

1 exists that allows employers to run extensive background searches on potential employees. Companies
2 who provide these services specifically highlight the fact that their services allows employers to weed out
3 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
4 a prospective employee is likely to sue" the employer, through background checks and other means, to
5 screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become
6 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
7 culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰
8 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
9 extremely competitive and highly litigious, conducting pre employment background checks has become
10 a necessity."¹¹

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
13 expenses in the amount of \$18,922.12, and approval of the requested service awards to the Plaintiffs.

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

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 31st day of July, 2024, at San Diego, California.

20
21 /s/ Norman Blumenthal
22 NORMAN B. BLUMENTHAL
23
24

25 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹¹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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

Admitted: 1999, California

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

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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

REPORTED CASES

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

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

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Kristina Murdock, Noel Hudson and Alexandra Soto (“Plaintiffs”) and defendants Aspen Surgery Center, LLC and Surgery Partners, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants 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 Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Murdock, et al. v. Aspen Surgery Center, LLC, et al.*, Case No. C21-02047, initiated on October 1, 2021 and pending in Superior Court of the State of California, County of Contra Costa, consolidated with *Hudson v. Aspen Surgery Center, LLC, et al.*, Case No. C21-02137, initiated on September 30, 2021 in the Superior Court of California, County of Contra Costa.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who worked for Defendants in California who were classified as non-exempt any time during the PAGA Period, excluding non-exempt hourly hospital workers employed by Heart Hospital of BK, LLC.
- 1.5. “Class” means all individuals who are or previously worked for Defendants in California who were classified as non-exempt at any time during the Class Period, excluding non-exempt hourly hospital workers employed by Heart Hospital of BK, LLC.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”

mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ 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 and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from October 1, 2017 to June 11, 2023.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payments” means the service payments made to the Plaintiffs as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Contra Costa.

- 1.17. “Defendants” means Aspen Surgery Center, LLC; and Surgery Partners, Inc.
- 1.18. “Defense Counsel” means Leonora M. Schloss, Karen Luh and Marina I. Garcia of Jackson Lewis P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (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.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Three Million Dollars (\$3,000,000) which is the total amount to be paid by Defendants 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 Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from March 20, 2021 to June 11, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the plaintiff Noel Hudson’s June 17, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000) and the 75% to LWDA (\$45,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Kristina Murdock, Noel Hudson and Alexandra Soto, the named plaintiffs in the Action.
- 1.37. “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.

- 1.38. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this 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, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by plaintiff Noel Hudson that occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. “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.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. 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.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

- 2.1. On October 1, 2021, Plaintiffs commenced a class action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Contra Costa (“Class Action”). Plaintiffs’ complaint asserted claims that Defendants:
- (a) Violated California Business and Professions Code § 17200 et seq.;

- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. On September 30, 2021, plaintiff Noel Hudson filed a PAGA action (“PAGA Action”). Plaintiff Noel Hudson’s PAGA Complaint asserted a claim that Defendants:

- (a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On March 18, 2022, the Parties filed a stipulation to consolidate the Class Action and the PAGA Action and on March 30, 2022, Plaintiffs filed the First Amended Consolidated Complaint in the Action (the “Operative Complaint”).

2.4. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.5. On April 11, 2023, the Parties participated in an all-day mediation presided over by the Hon. Carl J. West (Ret.), a respected jurist and mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action 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.

2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ 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 Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' 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, Defendants reserve 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, Defendants promise to pay \$3,000,000 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 Defendants to the Administrator. Defendants have 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 Defendants.

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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are each entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs 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 Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (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 \$1,000,000, and a Class Counsel Litigation Expenses Payment of not more than \$22,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' 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 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 Defendants harmless, and indemnifies Defendants, 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 \$25,000 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 \$25,000, 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 \$60,000 to be paid from the Gross Settlement Amount, with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) 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 (\$15,000) 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.
 - 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. 20% 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. 80% 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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 1,681 Class Members who collectively worked a total of 161,730 Workweeks, and 1,295 Aggrieved Employees who worked a total of 40,157 PAGA Pay Periods from March 20, 2021 through June 11, 2023.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share

of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund 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 Payments.
- 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 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. 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 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 USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to 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, 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 Defendants 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 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

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

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

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration in which Defendants shall aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs 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)); (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, the Administrator. In their Declarations, Plaintiffs 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 and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 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.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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 Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (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 14 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 to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit

supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or 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 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 class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, 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 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 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 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 Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or 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.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are 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 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this

Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the number of Workweeks increase by more than 10% above 147,522 Workweeks, Defendants shall increase the Gross Settlement Amount proportionally by 1% for every 1% increase in workweeks over the 10% threshold.
- 10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts

requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly

disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants 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. Plaintiffs, Class Counsel, Defendants 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 Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 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 Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Leonora M. Schloss
Karen Luh

Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
E-Mail: Leonora.Schloss@jacksonlewis.com
Karen.Luh@jacksonlewis.com

Marina I. Garcia
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-Mail: Marina.Garcia@jacksonlewis.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.

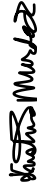
13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on April 11, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Aug 29, 2023



Kristina Murdock (Aug 29, 2023 13:34 PDT)

Plaintiff Kristina Murdock

Dated: ~~08/30/2023~~

~~Noel Hudson~~
Plaintiff Noel Hudson

Dated: _____

Plaintiff Alexandra Soto

Dated: _____

[name]
For Defendant Aspen Surgery Center, LLC

Dated: _____

[name]
For Defendant Surgery Partners, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Leonora M. Schloss
Jackson Lewis P.C.
Attorney for Defendants

Dated: _____

Plaintiff Noel Hudson

Dated: Aug 29, 2023



Alexandra Soto (Aug 29, 2023 12:05 PDT)

Plaintiff Alexandra Soto

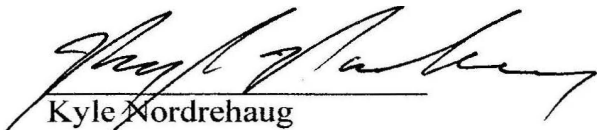
Dated: _____

[name]
For Defendant Aspen Surgery Center, LLC

Dated: _____

[name]
For Defendant Surgery Partners, Inc.

Dated: 8/31/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Leonora M. Schloss
Jackson Lewis P.C.
Attorney for Defendants

Dated: _____

Plaintiff Noel Hudson

Dated: _____

Plaintiff Alexandra Soto

Dated: 9/11/23



Alison Miller [name]
For Defendant Aspen Surgery Center, LLC

Dated: 9/11/23



Alison Miller [name]
For Defendant Surgery Partners, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 9/11/23



Leonora M. Schloss
Jackson Lewis P.C.
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Murdock v. Aspen Surgery Center, LLC, Superior Court of the State of California,
County of Los Angeles, Case No. MSC21-02047***

***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 Defendants Aspen Surgery Center, LLC and Surgery Partners, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Kristina Murdock, Noel Hudson and Alexandra Soto (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously worked for Defendants in California who were classified as non-exempt at any time during the Class Period (October 1, 2017 to June 11, 2023), excluding non-exempt hourly hospital workers employed by Heart Hospital of BK, LLC (“Class Members”), and (2) penalties and other relief on behalf of all individuals who worked for Defendants in California who were classified as non-exempt any time during the PAGA Period (March 20, 2021 to June 11, 2023), excluding non-exempt hourly hospital workers employed by Heart Hospital of BK, LLC (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

Defendants 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 a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class 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. 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. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Contra Costa County Superior Court, located at 725 Court Street, Martinez, California 94553, in Department 12 before Judge Charles S. Treat. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ 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?

Plaintiffs were employees of Defendants. The Action accuses Defendants of violating California labor laws by 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 and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the

merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. 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 Three Million Dollars (\$3,000,000) (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 Payments, the Administration Expenses Payment, and the PAGA Penalties for 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 Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 15 days after the Effective Date. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is 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. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$25,000, 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 \$1,000,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$22,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs 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 Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$60,000 relating to Plaintiffs' claim under PAGA, \$45,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$15,000 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 (\$15,000) 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 worked for Defendants for at least one day during the PAGA Period, which is March 20, 2021 to June 11, 2023.

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 \$1,863,000. 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 week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' 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. Twenty Percent (20%) 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. Eighty Percent (80%) 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 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 Defendants' 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 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, _____ (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 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this 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, workers’ compensation, or 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 Defendants 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by plaintiff Noel Hudson that occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

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.

Defendants’ records reflect that you worked <<_____>> Workweeks during the Class Period (October 1, 2017 to June 11, 2023).

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

Defendants' records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (March 20, 2021 to June 11, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [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 Defendants' calculation of Workweeks based on Defendants' 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 Defendants' 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.

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 9 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 Defendants 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 dispute 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 *Murdock v. Aspen Surgery Center, LLC* 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

Murdock v. Aspen Surgery Center, LLC, Case No. MSC21-02047. 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 Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. 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 *Murdock v. Aspen Surgery Center, LLC* or on the Court Public Portal webpage for the Contra Costa County Superior Court (<https://odyportal.cc-courts.org/portal>) and entering the Case No. MSC21-02047.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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 dispute to _____ or email the dispute 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, *Murdock v. Aspen Surgery Center, LLC*, Case No. MSC21-02047, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing by Zoom. Instructions on how to do so are available on the Court's website at <https://www.cc-courts.org/calendars/court-calendars.aspx>. 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:

Leonora M. Schloss
Karen Luh
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

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 12 of the Superior Court of California, County of Los Angeles, 725 Court Street, Martinez, California 94553, before Judge Charles S. Treat. 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 Plaintiffs. 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 in remotely using the Zoom procedure at <https://www.cc-courts.org/calendars/court-calendars.aspx>. 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 *Murdock v. Aspen Surgery Center, LLC*. In addition, hearing dates are posted on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://odyportal.cc-courts.org/portal>) and entering the Case No. MSC21-02047.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Murdock v. Aspen Surgery Center, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement 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 *Murdock v. Aspen Surgery Center, LLC*. You may get more details by examining the Court's file on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://odyportal.cc-courts.org/portal>) and entering the Case No. MSC21-02047. If you wish to view the Court files in person, you go to the Clerk's Office at 1111 Ward Street, Martinez, CA 94553.

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 your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

KRISTINA MURDOCK, NOEL HUDSON,
and ALEXANDRA SOTO on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ASPEN SURGERY CENTER, LLC, a
Limited Liability Company; SURGERY
PARTNERS, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: MSC21-02047

[Consolidated with Case No. MSC21-02137]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charles S. Treat
Dept: 12

Date Filed: October 1, 2021
Trial Date: Not set

This matter came before the Honorable Chrles S. Treat of the Superior Court of the State of California, in and for the County Contra Costa, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Kristina Murdock, Noel Hudson and Alexandra Soto ("Plaintiffs") for preliminary approval of the Settlement with Defendants Aspen Surgery Center, LLC and

PRELIMINARY APPROVAL ORDER

1 Surgery Partners, Inc. (“Defendants”). The Court, having considered the briefs, argument of
2 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
3 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

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

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class is fair,
28

adequate, and reasonable when balanced against the probable outcome of further litigation and the 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, an award of litigation expenses incurred, not to exceed \$22,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiffs and Defendants 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 worked for Defendants in California who were classified as non-exempt at any time during the Class Period, excluding non-exempt hourly hospital workers employed by Heart Hospital of BK, LLC." The "Class Period" is October 1, 2017 to June 11, 2023.

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 Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs 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 counsel for the Class and the Plaintiffs are adequate representatives of the Class.

8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
4 Amount of \$60,000, which shall be allocated \$45,000 to the Labor & Workforce Development
5 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$15,000 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who worked for Defendants in California who were classified as
8 non-exempt any time during the PAGA Period, excluding non-exempt hourly hospital workers
9 employed by Heart Hospital of BK, LLC. The PAGA Period is from March 20, 2021 to June 11,
10 2023. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice
11 of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
12 reasonable.

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

26 11. The Court hereby appoints _____ as the Administrator. No later than
27 fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator in
28

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

6 12. The Court hereby preliminarily approves the proposed procedure for exclusion
7 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
8 from the Class as provided in the Class Notice by following the instructions for requesting
9 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
10 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
11 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
12 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
13 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
14 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
15 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
16 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
17 shall be 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 Member’s views regarding the Settlement and may present evidence
22 and file briefs or other papers that may be proper and relevant to the issues to be heard and
23 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 Packet is re-mailed, the Response Deadline for written objections will be extended an
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 12 at the Contra Costa County Superior Court to
5 hear the motion for final approval and the motion for attorneys' fees and costs, and to determine
6 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
7 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
8 and should be finally approved by the Court; whether the Final Approval Order and Judgment
9 should be entered herein; whether the plan of allocation contained in the Agreement should be
10 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
11 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
12 support of the motion for final approval and the motion for attorneys' fees, costs and service
13 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
14 before the hearing and both motions 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 Defendants 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 Defendants 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 Defendants of any liability,
26 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

IT IS SO ORDERED.

Dated: _____

HON. CHARLES S. TREAT
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

KRISTINA MURDOCK, NOEL HUDSON,
and ALEXANDRA SOTO on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ASPEN SURGERY CENTER, LLC, a
Limited Liability Company; SURGERY
PARTNERS, INC., a Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: MSC21-02047

[Consolidated with Case No. MSC21-02137]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charles S. Treat
Dept: 12

Date Filed: October 1, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Kristina Murdock, Noel Hudson and Alexandra Soto
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendants Aspen Surgery Center, LLC and Surgery Partners, Inc.
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Charles S. Treat.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Contra Costa, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Million Dollars
16 (\$3,000,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On _____, the Court granted preliminary approval of the Settlement. At
24 this same time, the Court approved conditional certification of the Class for settlement purposes
25 only.
- 26
- 27
- 28

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 _____. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

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

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Hon. Carl J. West (Ret.), a respected jurist and mediator
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1 of wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

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

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

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

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

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

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

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are
28

1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 his time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$60,000, which shall be allocated \$45,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$15,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who worked for Defendants in California
19 who were classified as non-exempt any time during the PAGA Period, excluding non-exempt
20 hourly hospital workers employed by Heart Hospital of BK, LLC. The PAGA Period is from
21 March 20, 2021 to June 11, 2023. Pursuant to Labor Code section 2699, subdivision (1)(2), the
22 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
23 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
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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 worked for Defendants in California who
4 were classified as non-exempt at any time during the Class Period, excluding non-
5 exempt hourly hospital workers employed by Heart Hospital of BK, LLC.

6 The Class Period is from October 1, 2017 to June 11, 2023.

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

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
12 the amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
13 Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective
14 Date.

15 4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
16 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
17 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

18 5. The payment of Class Representative Service Payments in the amount of \$_____
19 each to the Plaintiffs is approved.

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

22 7. The PAGA Penalties of \$60,000 is approved and is to be distributed in accordance
23 with the Agreement.

24 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
25 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
26 entry.

27 9. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
28 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of

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

13 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
15 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
16 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
17 to individual Class Members.

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

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

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

1 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of
4 settlement benefits.

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

7 4. Effective on the date when Defendants fully fund the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
10 release claims against all Released Parties as follows:

11 (a) All Participating Class Members, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, release Released Parties from the Released Class Claims. The "Released Class
14 Claims" are all class claims pled or could have been pled based on the factual allegations
15 contained in the Operative Complaint which occurred during the Class Period. Except as expressly
16 set forth in this Agreement, Participating Class Members do not release any other claims,
17 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
18 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
19 claims based on facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
23 The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the
24 factual allegations contained in the Operative Complaint and PAGA Notice sent by plaintiff Noel
25 Hudson that occurred during the PAGA Period. The Released PAGA Claims do not include other
26 PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
27
28

1 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
2 Period.

3 (c) Plaintiffs and their respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences that occurred during the Class
6 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
7 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
8 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
9 and PAGA Notice ("Plaintiffs' Release") as fully set forth in the Agreement.

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

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

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

21
22 Dated: _____

23 _____
24 HON. CHARLES S. TREAT
25 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
26
27
28

EXHIBIT #3

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JULY 31, 2024

ALEXANDRA SOTO

RE: ASPEN SURGERY CENTER/SURGERY PARTNERS
FILE NUMBER: CA2372.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/25/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES OF BOTH PLAINTIFFS. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. REVIEW DEFENDANT'S BUSINESS OPERATIONS IN CA. STATUS UPDATE TO PLAINTIFFS.	4.30	850	3,655.00
03/06/21	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF SOTO REGARDING WORKPLACE DISCRIMINATION AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CALL WITH PLAINTIFF SOTO.	3.10	850	2,635.00
03/15/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF PLAINTIFF SOTO FOR ALL LEGAL CLAIMS. ANALYZE PAY STUBS FOR 226(A) AND REGULAR RATE VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF SOTO TO DISCUSS FACTS AND CLAIMS FOR COMPLAINT.	4.40	850	3,740.00
04/02/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF PLAINTIFF MURDOCK. REVIEW PAY STUBS AND DOCUMENTS FOR MEAL AND REST BREAK CLAIMS. LEGAL RESEARCH. CONFERENCE WITH PLAINTIFF MURDOCK REGARDING CLAIMS AND FACTS FOR COMPLAINT.	3.80	850	3,230.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/18/21	ND	DRAFT COMPOLAINIT. ANALZYE FACTS AND LAW.	4.70	850	3,995.00
05/10/21	ND	DRAFT COMPLAINT. STATUS UPDATE TO PLAINTIFFS.	3.50	850	2,975.00
05/11/21 01	KN	ANALYSIS OF CLAIMS AND DOCUMENTS; REVIEW RESEARCH AND INFORMATION FROM ND; PROVIDE INPUT ON CASE AND CLAIMS; WORK ON CASE STRATEGY	2.50	950	2,375.00
05/27/21 17	KN	REVIEW & REVISE DRAFT COMPLAINT; PROVIDE INPUT TO STAFF	1.00	950	950.00
06/03/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
06/04/21	SB	REVISE COMPLAINT FOR FILING	2.80	450	1,260.00
06/10/21	ND	DRAFT COMPLAINT. SEND TO BOTH PLAINTIFFS FOR APPROVAL. FOLLOW UP CALLS TO DISCUSS CLAIMS AND PROCESS OF LAWSUIT AND OBTAIN APPROVAL TO FILE.	3.00	850	2,550.00
06/10/21	ND	DISCUSS CLAIMS AND COMPLAINT WITH NEW REP HUDSON. REVIEW INTAKE NOTES.	1.00	850	850.00
06/15/21	ND	REVIEW CASE FILE. DRAFT INTERNAL CASE NOTS MEMO DETAILIGN FACTS AND CLAIMS.	2.20	850	1,870.00
06/16/21	ND	REVIEW AND ANALYZE PAGA CLAIMS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFFS.	2.30	850	1,955.00
06/29/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE OF THIRD PLAINTIFF HUDSON. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND LAW. LEGAL RESEARCH REGARDING SICK PAY AND VACTAION PAY CLAIMS.	3.40	850	2,890.00
08/23/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/23/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
08/24/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; CONFER W ND RE STATUS OF CLASS ACTION AND PAGA NOTICES FOR NEW REPS	1.75	675	1,181.25
08/24/21 15	KN	REVIEW DOCUMENTS AND FACTS REGARDING ADDITIONAL REP; REVIEW NOTES AND DAMAGE ANALYSIS; ANALYSIS OF FACTS AND CLAIMS; REVIEW CURRENT DRAFT COMPLAINT; PROVIDE INPUT TO RE	2.50	950	2,375.00
09/29/21	RE	FURTHER REVISE CLASS ACTION COMPLAINT DRAFT; EDIT 246 ALLEGATIONS; FINALIZE DRAFT	1.50	675	1,012.50
09/30/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.75	675	2,531.25
09/30/21	RE	EDIT CLASS COMPLAINT; REVISE 203 CLAIM RE CURRENT EMPLOYEE SOTO	0.40	675	270.00
09/30/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION	0.40	675	270.00
09/30/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ACTION	0.40	675	270.00
09/30/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN CONTRA COSTA SUP. CT.	0.75	675	506.25
09/30/21	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN CONTRA COSTA SUP. CT.	0.75	675	506.25
09/30/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFFS.	1.90	850	1,615.00
10/01/21	RE	REVIEW COURT RETURNED CONFORMED COPIES OF COMPLAINT, SUMMONS ETC; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MANAGEMENT CONFERENCE RE CLASS ACTION			
10/02/21 15	KN	REVIEW FILED COMPLAINT AND DOCUMENTS; REVIEW MEMO FROM RE; ANALYZE FOR NEXT STEPS	0.50	950	475.00
10/08/21	RE	REVIEW COURT-RETURNED CONFORMED DOCUMENTS RE SUMMONS, COMPLAINT ETC; REVIEW NOTICE OF DEPARTMENT/JUDICIAL ASSIGNMENT; REVIEW DOCKET; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ACTION	0.50	675	337.50
10/08/21	RE	PROVIDE NOTICE TO LWDA RE PAGA ACTION FILING	0.40	675	270.00
11/16/21	RE	RE CLASS REPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
11/16/21	RE	RE PAGA ACTION PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.60	675	405.00
11/18/21	RE	RE CLASS FILE POS OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
11/18/21	RE	RE PAGA FILE POS OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
12/21/21	KH	PREPARE NOTICE OF CONTINUED CASE MANAGEMENT CONFERENCE FOR SERVICE ON ALL PARTIES PER COURT'S INSTRUCTIONS.	0.20	250	50.00
01/11/22	CJ	EVALUATE CMC REQUIREMENTS FROM COURT, DETERMINE COMPLEX STATUS, RESEARCH LOCAL RULES, BEGIN DRAFTING CMC STATEMENET	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FOR PAGA ACTION			
01/12/22	CJ	PREPARE FOR AND CONDUCT CALL TO MEET AND CONFER WITH DEFENSE COUNSEL PURSUANT TO TEH PAGA CMO AND CLASS ACTION CMO	1.00	550	550.00
01/12/22	CJ	CONTINUE DRAFTING J-INITIAL CMC STATEMENT IN PAGA ACTION AND SENT TO DEF COUNSEL	1.00	550	550.00
01/12/22	CJ	DRAFT J-INITIAL CMC STATEMENT IN CLASS ACTION AND SENT TO DEF COUNSEL	1.00	550	550.00
01/13/22	CJ	CORRESPOND WITH DEFENSE COUNSEL, PROVIDE REDLINES TO PAGA CMC AND CLASS ACTION CMC ST. AND PROVIDE ADDITIONAL REDLINES TO BOTH STATEMENTS, SENT FOR FILING	1.00	550	550.00
01/13/22	KH	REVIEW/REVISE CASE MANAGEMENT STATEMENTS IN BOTH CLASS AND PAGA ACTIONS; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.70	250	175.00
01/13/22 15	KN	REVIEW STATUS; REVIEW EMAILS AND DRAFT CMC STATEMENT AND REVISIONS THERETO	0.50	950	475.00
01/17/22	PM	REVIEW AND ANALYZE CASE DOCUMENTS AND LEGAL CLAIMS; ADVISE CJ RE UPCOMING CMC.	1.50	750	1,125.00
01/18/22	CJ	PREPARE FOR AND APPEAR AT CASE MANAGEMENT CONFERENCE	1.50	550	825.00
02/17/22	CJ	RESEARCH CASE POSTURE, EVALULATE CLAIMS AT ISSUE, DRAFT JOINT CMC STATEMENT FOR PAGA ACTION, SENT TO DEF	1.00	550	550.00
02/25/22	KH	BEGIN DRAFTING INITIAL DISCOVERY IN CLASS CASE, INCLUDING BELAIRE-WEST NOTICE.	0.60	250	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/25/22	CJ	PREPARE FOR AND APPEAR AT CMC, DISCOVERY STAY LIFTED AT NEXT CMC, EVALUATE CONSOLIDATION ISSUE AND MEMORILAIIZE CMC TO FIRM	1.50	550	825.00
03/01/22	KH	DRAFT STIPULATION TO CONSOLIDATE CLASS & PAGA ACTIONS.	0.80	250	200.00
03/08/22	PM	REVIEW STATUS OF ACTION; REVIEW AND REVISE STIP TO CONSOLIDATE AND ADVISE CJ.	0.50	750	375.00
03/08/22	CJ	EVALUATE STIPULATION REDLINES FROM DEF, REVISE FURTHER AND SENT TO DEF FOR EVALUATION	0.50	550	275.00
03/08/22 01	KN	ANALYSIS OF CLAIMS AND FACTS; REVIEW RESEARCH FROM STAFF; REVIEW STIPULATION RE: CONSOLIDATION; ANALYSIS OF ISSUES; ADVISE STAFF	1.30	950	1,235.00
03/10/22	KH	DRAFT INITIAL DISCOVERY IN CLASS ACTION, TO INCLUDE FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (WITH DRAFT BELAIRE-WEST NOTICE); REQUEST FOR PRODUCTION; REQUEST FOR ADMISSIONS; AND NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK; WITH INITIAL PROOF OF SERVICE.	1.30	250	325.00
03/17/22	CJ	EVALUATE REDLINES FROM DEF TO STIPULATION TO CONSOLIDATE, SENT FOR FILING	0.50	550	275.00
03/18/22	KH	REVIEW/REVISE STIPULATION TO CONSOLIDATE CLASS & PAGA ACTIONS WITH PROOF OF SERVICE ON ALL COUNSEL; PREPARE FOR SUBMISSION TO COURT AND E-MAIL TO CHAMBERS; REVIEW RETURN EMAIL FROM COURT CLERK; REVISE AND RE-SUBMIT PROPOSED ORDER.	0.80	250	200.00
03/23/22	CJ	EVALUATE PAGA ACTION, RESEARCH	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLASS CASE AND RELEVANT DATES IN PREPARATION FOR DRAFTING FAC, DRAFT FAC			
03/24/22	CJ	RESEARCH STATUS OF CONSOLIDATION, EVALUATE CASE AND STATUS OF MEDIATION, DRAFT JOITN REPORT TO COURT IN CONSOLIDATED ACTION	1.00	550	550.00
03/25/22	KH	REVIEW/REVISE JOINT CASE MANAGEMENT STATEMENT; FINALIZE AND PREPARE FOR SUBMISSION TO COURT AND E-SERVICE ON ALL COUNSEL.	0.60	250	150.00
03/25/22	CJ	EVALUATE DEF'S POSTIION RE J CMC ST., EVALUATE AJB POSITION RE MEDIATION, REVISE JOINT REPORT, SENT TO DEF, CORRESPOND, EVALUATE DEF'S POSTIION, FINALIZE JOINT REPORT, SENT TO KH	0.75	550	412.50
03/29/22	PM	CORRESPOND WITH DEFENSE REGARDING MEDIATION SCHEDULING; REVIEW AND REVISE DRAFT AMENDED COMPLAINT AND ADVISE CJ RE REVISIONS; REVIEW AND ANALYZE JOINT CMC STATEMENT TO PREPARE FOR CMC; REVIEW AND ANALYZE CLIENT DOCUMENTS AND LEGAL AND FACTUAL ALLEGATIONS.	2.50	750	1,875.00
03/29/22 15	KN	REVIEW STATUS; REVIEW EMAILS; ANALYSIS OF ISSUES RE MEDIATION; ADVISE STAFF; REVIEW FINAL REPORT	1.00	950	950.00
03/30/22	PM	PREPARE FOR AND APPEAR FOR CMC; REVIEW, REVISE, FINALIZE FAC	1.50	750	1,125.00
03/30/22	KH	FINALIZE FIRST AMENDED CLASS ACTION COMPLAINT AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.40	250	100.00
04/20/22	KH	RESEARCH RE STATUS OF FILING OF FIRST AMENDED COMPLAINT; PHONE	0.80	250	200.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CALL TO COURT CLERK; PHONE CALL TO E-FILING CLERK; REVIEW SIGNED ORDER ALLOWING FOR FILING OF AMENDED COMPLAINT; MEMO TO FILE.			
04/20/22	CJ	ANALYZE FAC ISSUE RE REJECTION, RESEARCH DOCKET, REVIEW ORDER RE CONSOLIDATION, ADN DETERMINE NEXT STEPS RE REFLING	1.00	550	550.00
04/20/22	CJ	EVALUATE CASE ADN CLAIMS, STATUS OF CASE, CASE NOTES, ANALYZE 1198 DOCS FOR P MURDOCK	1.50	550	825.00
04/20/22	CJ	ANALYZE DOCUMETNS FOR P SOTO IN 1198	1.00	550	550.00
04/20/22	CJ	DRAFT MEDAITION DEMAND	1.00	550	550.00
04/21/22	KH	RE-SUBMIT FIRST AMENDED COMPLAINT FOR FILING WITH COURT WITH REVISED PROOF OF SERVICE ON ALL PARTIES.	0.30	250	75.00
04/21/22	CJ	EVALUATE VM FROM FAMILY COURT RE FAC FILING, T/C WITH FAMILY COUNSEL RE FAC ISSUE AND DETERMINE WHERE FILED AND HOW TO REMEDY	1.00	550	550.00
04/21/22	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND MEDIATION DEMAND; REVIEW AMENDED COMPLAINT; STRATEGIZE RE CLAIMS AND DEFENSES.	4.50	750	3,375.00
04/21/22 15	KN	REVIEW STATUS; REVIEW FAC AND ISSUES RE: NEXT STEPS	0.50	950	475.00
04/25/22 15	KN	REVIEW STATUS AND UPDATE FROM STAFF; REVIEW RESEARCH FROM STAFF; REVIEW MEDIATION ISSUES AND DEMAND	0.75	950	712.50
04/27/22	CJ	FINAL EVALUATION/ REVIEW OF MEDIATION DATA AND DOCUMENT DEMAND, FAINLIZE AND SENT TO OPC	0.50	550	275.00

TOTAL BILLED HOURS

CHARLOTTE JAMES	19.75 hr @ 550.00	\$ 10,862.50
KARLA HORNE	6.50 hr @ 250.00	\$ 1,625.00
KYLE NORDREHAUG	10.55 hr @ 950.00	\$ 10,022.50
NICK DEBLOUW	37.60 hr @ 850.00	\$ 31,960.00
PIYA MUKHERJEE	10.50 hr @ 750.00	\$ 7,875.00
RICO EHMANN	16.90 hr @ 675.00	\$ 11,407.50
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES

107.00

\$ 76,092.50

COSTS ADVANCED

06/17/21	PAGA FILING FEE	75.00
10/02/21	FILING FEE/ONELEGAL FEE	1,603.45
10/08/21	FILING FEE/ONE LEGAL CHARGE	1,644.63
11/20/21	ONE LEGAL FEE/FILING FEE	108.61
11/20/21	ONE LEGAL FEE/FILING FEE	108.61
11/30/21	MESSENGER - KNOX	56.55
11/30/21	MESSENGER - KNOX	63.75
11/30/21	MESSENGER - KNOX	142.55
11/30/21	MESSENGER - KNOX	63.75
01/13/22	ONE LEGAL FILING FEE	69.49
01/14/22	COURT CALL FEE	94.00
01/15/22	ONE LEGAL FILING FEE	69.49
02/18/22	COURTCALL REMOTE APPEARANCE FEE	94.00
03/30/22	COURTCALL APPEARANCE FEE	94.00
04/01/22	FILE AND SERVE EXPRESS.	49.00
04/01/22	FILE AND SERVE EXPRESS.	29.00
04/01/22	FILE AND SERVE EXPRESS.	24.00
04/01/22	FILE AND SERVE EXPRESS.	49.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/20/22	MEDIATION FEES - JAMS -JUDGE WEST.	7,975.00
05/02/22	FILE AND SERVE EXPRESS.	<u>29.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 12,442.88</u>
TOTAL CURRENT CHARGES		<u>\$ 88,535.38</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/31/2024
Due On: 08/30/2024

Alexandra Soto
6572 Tralee Village Drive
Dublin, CA 94568

CA2372

Aspen Surgery Center, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/15/2022	Review and Analyze: review and analyze Def's Answer; review FAC; advise PM	1.00	\$750.00	\$750.00
Service	07/16/2022	Review status and Def answer; review emails from staff	0.50	\$950.00	\$475.00
Service	08/31/2022	Reviewed and analyzed case notes and complaint. Revised FROGS, SROGS, RFP, RFA's, Belaire West Notice and PMK Deposition Notice. Finalized discovery and arranged for service.	2.90	\$675.00	\$1,957.50
Service	09/13/2022	Prep for and have call with defendant about mediation. Prep for mediation.	2.00	\$895.00	\$1,790.00
Service	09/16/2022	Review docs produced to date, follow up with OPC re pre-mediation data and docs still needed	0.50	\$550.00	\$275.00
Service	10/11/2022	Evaluate Plaintiff Soto's docs, and 1198 docs, organize and Bates stamp , add to exhibit book	1.00	\$550.00	\$550.00
Service	10/12/2022	Review status; review analysis of documents and facts from staff; analyze issues.	1.00	\$950.00	\$950.00
Service	11/01/2022	Draft: draft CMC statement; review status of case; review status of mediation; review court's orders; correspondence to Def	2.00	\$750.00	\$1,500.00
Service	11/01/2022	Review docs, analyze re med issues. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	11/04/2022	Review and Analyze: review CMC statement; review	0.50	\$750.00	\$375.00

		correspondence between parties; review court's docket			
Service	11/07/2022	ROA check and Schedule remote appearance for CMC	0.10	\$250.00	\$25.00
Service	11/09/2022	court appearance at CMC; review complaint and CMC statement; follow up	2.20	\$750.00	\$1,650.00
Service	11/10/2022	Draft: draft stipulation re 5-year deadline; review local rules, court's orders, and CRCP; review correspondence between parties; advise PM	2.00	\$750.00	\$1,500.00
Service	11/11/2022	Review status; review staff report regarding CMC and stipulation	0.40	\$950.00	\$380.00
Service	11/18/2022	File, serve, send courtesy copies re stip. to extend 5 years D/L for trial	0.60	\$250.00	\$150.00
Service	11/18/2022	Review and Revise: review and revise joint stipulation; finalize; advise PM and GG	0.50	\$750.00	\$375.00
Service	12/05/2022	Review suitable seating and 2802 expense reimbursement claims. Analyze facts and law. Legal research regarding the same. Call Plaintiff to obtain facts for claims.	3.40	\$850.00	\$2,890.00
Service	12/21/2022	Receipt and Review of Correspondence: review correspondence between parties and co-counsel; review mediation status and confirmation; advise PM	0.60	\$750.00	\$450.00
Service	02/06/2023	Review meal break penalty payments and prior case law. Legal research. Review letters from Defendant to Plaintiffs regarding back pay for Ferra claims.	2.10	\$850.00	\$1,785.00
Service	02/08/2023	Review status; review documents; review research regarding claims from ND; provide input on strategy and arguments	2.00	\$950.00	\$1,900.00
Service	02/27/2023	Correspondence with Opposing Counsel: review data request and discovery; correspondence to Def re mediation and data; advise AJB	0.50	\$750.00	\$375.00
Service	03/03/2023	Correspondence with Opposing Counsel: correspondence re mediation data; review documents and correspondence; advise AJB	0.40	\$750.00	\$300.00
Service	03/03/2023	Organize case documents for both clients, paystubs in order, and bates stamp.	1.10	\$250.00	\$275.00
Service	03/07/2023	Receipt and Review of Correspondence: review correspondence between the parties; review documents and data request; correspondence to Def	0.90	\$750.00	\$675.00
Service	03/10/2023	Review/analyze SURGERYPNRS_Murdock_000001-000785_230310. Draft mediation brief.	4.00	\$895.00	\$3,580.00
Service	03/13/2023	Email re Def's documents, download/save to file.	0.10	\$250.00	\$25.00

Service	03/13/2023	Review and analyze court docket, case file, and discovery produced to date for mediation. Analyze data produced by Defendant for mediation purposes. Legal research. Call with 3 Plaintiffs to obtain facts for mediation brief. Prepare for mediation.	6.40	\$850.00	\$5,440.00
Service	03/14/2023	Review and Analyze: review and analyze documents and data; review correspondence from expert	1.10	\$750.00	\$825.00
Service	03/14/2023	Review documents produced by Def; review data; analysis of information from ND and AJ; provide input	2.00	\$950.00	\$1,900.00
Service	03/15/2023	Continue drafting mediation brief. Review/analyze corr from expert re analysis requested. Draft/send response.	2.00	\$895.00	\$1,790.00
Service	03/15/2023	Review and analyze pay stubs exemplars for wage statement and overtime violations., Review recent settlements and court opinions regarding the same. Call Plaintiffs to obtain information about certain pay codes.	3.90	\$850.00	\$3,315.00
Service	03/16/2023	Review/analyze/pull exhibits from DOCUMENTS BATES NUMBERED SURGERY PRNRS_MURDOCK_000001 THROUGH 000789. Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	03/16/2023	Review issues for mediation; review analysis from ND; review draft mediation brief; review documents and issues for mediation.	2.75	\$950.00	\$2,612.50
Service	03/17/2023	Prep for and have call w/ experts re case/facts/exposure. Continue drafting mediation brief.	3.00	\$895.00	\$2,685.00
Service	03/17/2023	Review facts and law. Discuss with AJ Bhowmik. Review and revise mediation brief. Prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	03/21/2023	Review corr from defense attorney re class size. Review corr from expert re data discrepancy. Draft/send corr to defense attorney re data issue and class size. Review Tillys. Draft/send corr to Scott re intake fact needed. Draft mediation brief.	7.00	\$895.00	\$6,265.00
Service	03/22/2023	Review facts from Scott re Tillys. Draft/send corr to expert re issue. Draft mediation brief. Prep and have call w/ defense attorney re mediation.	7.00	\$895.00	\$6,265.00
Service	03/22/2023	Review and revise mediation brief; advise AJ; review issues re expert and prior settlements; analysis of assumptions and issues from AJ regarding valuations	2.00	\$950.00	\$1,900.00
Service	03/23/2023	Review appearance instructions from mediator. Draft/finalize and file mediation brief.	6.00	\$895.00	\$5,370.00
Service	03/24/2023	Review findings from expert. Analyze. Draft/send corr to expert w/ instructions to finalize chart.	2.00	\$895.00	\$1,790.00
Service	03/27/2023	Tel. call and follow up to obtain hearing date for final	0.20	\$250.00	\$50.00

		approval.			
Service	03/27/2023	Review previous settlements with similar claims and workweeks for mediation valuation. Status update to Plaintiffs. Legal research.	3.40	\$850.00	\$2,890.00
Service	03/28/2023	Email to Chrystal to inform Chrystal re class size	0.10	\$250.00	\$25.00
Service	04/03/2023	Review analyze exposure analysis from expert. Prepare bullet point list of claims and prep for joint session to explain claims at mediation. Prep for and have call w/ mediator about defense attorneys readiness to mediate.	6.00	\$895.00	\$5,370.00
Service	04/03/2023	Review expert report; review research from staff; analysis of facts and claims; advise AJ	1.50	\$950.00	\$1,425.00
Service	04/04/2023	Review analysis. Review payroll. Draft/send request to expert for more analysis re "low census" claim.	2.00	\$895.00	\$1,790.00
Service	04/05/2023	Review docs, analyze re mediation issues.	2.00	\$995.00	\$1,990.00
Service	04/06/2023	Review and analyze mediation briefs and exhibits thereto for mediation. Analyze expert damage and penalty report and notes and assumptions. Status update to Plaintiffs. Prepare for mediation.	3.10	\$850.00	\$2,635.00
Service	04/07/2023	Speak with client in advance of mediation, analyze individual claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/10/2023	Draft MOU. Prep for mediation.	5.25	\$895.00	\$4,698.75
Service	04/10/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/10/2023	Review final mediation brief and documents; review draft MOU; advise AJ	1.25	\$950.00	\$1,187.50
Service	04/11/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	04/11/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	04/11/2023	Review status and mediation results from AJ	0.30	\$950.00	\$285.00
Service	04/11/2023	Review final MOU; review status and next steps; review internal emails	0.50	\$950.00	\$475.00
Service	04/12/2023	Review mediator proposal; review email from AJ re settlement; review draft MOU; advise AJ; review Defendant's revisions to MOU	1.00	\$950.00	\$950.00
Service	04/12/2023	Review/analyze defendant's revision to MOU. Review LA model form. Revise MOU and draft/send corr w/ revised MOU to defendant. Review status of related case. Revise MOU again to carve out related case - draft/send additional corr w/ further revised MOU to Defendant. Draft/send corr to mediator. Review/analyze response from mediator.	4.50	\$895.00	\$4,027.50

Service	04/12/2023	Review MOU, analyze. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	04/13/2023	Review status of signing MOU. Draft/send corr to defendant re signing MOU. Review response and attachment. Sign and circulate MOU. Review responses from staff w/ plaintiff's signature. Review internal corr re work allocation for approval.	2.00	\$895.00	\$1,790.00
Service	04/13/2023	Outline Long Form, Analyze, Advise PM	2.75	\$995.00	\$2,736.25
Service	04/13/2023	Review mediation notes. Review and analyze MOU terms. Send to three Plaintiffs for review and signatures. Calls to all Plaintiffs regarding terms and process of payout. Follow up for signatures.	1.90	\$850.00	\$1,615.00
Service	04/18/2023	Review, sign, circulate fully signed agreement, review calendar, review corr and analyze work allocation/ status of finalizing prelim app papers.	2.00	\$895.00	\$1,790.00
Service	04/18/2023	Outline long form, analyze.	2.00	\$995.00	\$1,990.00
Service	04/21/2023	Draft: draft CMC statement; correspondence to Def; review MOU; advise PM	2.70	\$750.00	\$2,025.00
Service	04/21/2023	Circulate fully executed MOU to Defendant. Update service list. Analyze next steps to finalize settlement.	1.50	\$895.00	\$1,342.50
Service	04/24/2023	Review and Revise: review and revise joint CMC statement; correspondence to Def; finalize	1.50	\$750.00	\$1,125.00
Service	04/24/2023	Finalize, file, serve CMC statement.	0.50	\$250.00	\$125.00
Service	04/25/2023	Review and Analyze: review court's orders and docket; review local rules; review status of CMC statement; advise PM and GG	0.50	\$750.00	\$375.00
Service	04/26/2023	Review Court's email re CMC. Review CMC filing. Draft/send memo to staff re CMC appearance. Adjust calendar. Prep for CMC and analyze status of finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	04/26/2023	ROA check re status conference and set up appearance for PM	0.20	\$250.00	\$50.00
Service	04/26/2023	Receipt and Review of Correspondence: review correspondence between the parties; review local rules and court's orders; advise PM and AJB	1.10	\$750.00	\$825.00
Service	04/28/2023	Prepare for and appear for CMC; review and analyze MOU and Joint CMC Statement.	1.00	\$750.00	\$750.00
Service	05/01/2023	Review costs incurred re settlement agreement; draft settlement agreement.	0.50	\$750.00	\$375.00
Service	05/01/2023	Review issues for settlement; analysis of settlement issues and compliance issues for Contra Costa venue; review prior rulings; advise PM regarding drafting of long form agreement	2.00	\$950.00	\$1,900.00

Service	05/03/2023	Review MOU; draft long-form settlement agreement.	4.50	\$750.00	\$3,375.00
Service	05/05/2023	Request settlement administration quote; review terms of settlement.	0.50	\$750.00	\$375.00
Service	05/08/2023	Review MOU, strategize regarding and begin drafting longform settlement agreement, and prepare request for estimate from TPA.	2.50	\$750.00	\$1,875.00
Service	05/10/2023	Review/analyze corr from defendant on status of finalizing settlement agreement. Analyze next steps/ deadlines in case.	2.00	\$895.00	\$1,790.00
Service	05/10/2023	Send email correspondence regarding status of settlement agreement.	0.25	\$750.00	\$187.50
Service	05/16/2023	review long form, analyze re settlement approval issues.	2.25	\$995.00	\$2,238.75
Service	05/24/2023	Review status of settlement agreement; review communications with defense counsel re status of settlement agreement.	0.50	\$750.00	\$375.00
Service	05/25/2023	Review status of case and settlement; review draft long form agreement; review emails and advise PM	1.75	\$950.00	\$1,662.50
Service	06/28/2023	Review/analyze Defendant's revisions to long form settlement agreement.	2.00	\$895.00	\$1,790.00
Service	06/28/2023	Review Def. revisions to the settlement agreement; draft memo to KN re Def. revisions and thoughts the proposed revisions; review docket and status of action.	1.50	\$750.00	\$1,125.00
Service	06/29/2023	Review agreement for final, analyze. Advise KN.	1.25	\$995.00	\$1,243.75
Service	06/29/2023	Review input from NDD; review Defendant's revisions to agreement; review memo from PM; analysis of issues; cross-check with MOU	2.00	\$950.00	\$1,900.00
Service	07/24/2023	Review correspondences and status of settlement agreement.	0.50	\$750.00	\$375.00
Service	07/26/2023	Work on settlement; review Defendant's revisions and memo from PM; revise Agreement; email Admin; email Def re revised Agreement	2.75	\$950.00	\$2,612.50
Service	08/02/2023	Review status of settlement agreement and correspond with defense counsel.	0.50	\$750.00	\$375.00
Service	08/14/2023	Final agreement, review OPC revision, analyze, advise PM.	1.50	\$995.00	\$1,492.50
Service	08/15/2023	Draft exhibits to settlement agreement; review prior versions for compliance with Court rulings; revise exhibits and email to Defendant	4.50	\$950.00	\$4,275.00
Service	08/21/2023	Review status of settlement agreement; follow up with Def. re the same.	0.30	\$750.00	\$225.00

Service	08/28/2023	Review correspondences regarding settlement agreement finalization; review exhibits; correspond with Defendant regarding settlement agreement and review and finalization of exhibits.	0.40	\$750.00	\$300.00
Service	08/28/2023	Review Def email and revise exhibits for final; memo to staff; email to Defendant regarding final Agreement	1.00	\$950.00	\$950.00
Service	08/29/2023	Review settlement agreement terms for conformity with MOU terms. Analyze exhibits to agreement. Send to three Plaintiffs for signatures. Calls to discuss terms and explain process of approval.	1.40	\$850.00	\$1,190.00
Service	08/31/2023	Review emails; prepare signed agreement; email Def	0.50	\$950.00	\$475.00
Service	09/11/2023	Finalize fully executed settlement agreement; review agreement and upcoming dates and deadlines.	0.50	\$750.00	\$375.00
Service	09/12/2023	Review/analyze partner's corr re Kullar analysis. Review mediation notes/charts/draft send corr to partner re Kullar analysis.	3.00	\$895.00	\$2,685.00
Service	09/12/2023	Review long form, analyze for filing prelim. Advise Kyle.	2.50	\$995.00	\$2,487.50
Service	09/12/2023	Review status; analysis of Kullar issues and discuss with AJ; review final Kullar valuation; review memo from NBB; draft approval outline; legal research	3.00	\$950.00	\$2,850.00
Service	10/19/2023	Review status of action; draft joint CMC statement; review docket; correspond with Def. re joint CMC statement; finalize joint CMC statement for filing.	1.00	\$750.00	\$750.00
Service	10/20/2023	Review/analyze electronic service copy of the parties Joint Case Management Statement. Analyze progress of finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	10/20/2023	Finalize, file, serve CMC statement.	0.40	\$250.00	\$100.00
Service	10/27/2023	Prepare for and appear at CMC, annotate to firm	1.50	\$550.00	\$825.00
Service	10/27/2023	ROA check re CMC, and set up appearance for CJ	0.20	\$250.00	\$50.00
Service	10/27/2023	Review and Analyze: review CMC statement; review court's orders and docket; advise PM	0.50	\$750.00	\$375.00
Service	11/14/2023	Review status of settlement; advise ND re the same.	0.25	\$750.00	\$187.50
Service	12/04/2023	Review status; and emails from staff; legal research for motion and approval issues; research legal developments concerning claims and valuation; check to be sure everything is ready for motion	2.00	\$950.00	\$1,900.00
Service	12/06/2023	draft Motion for preliminary approval; research issues; review Kullar valuation issues and analyze the same; update approval outline	4.00	\$950.00	\$3,800.00
Service	12/23/2023	Draft declaration ISO motion for prelim; review and revise motion for preliminary approval; review and	3.00	\$950.00	\$2,850.00

prepare exhibits for motion.					
Service	12/28/2023	Work on motion; analysis of issues; double check for compliance	2.50	\$950.00	\$2,375.00
Service	01/02/2024	Review status and motion procedures; revise notice; draft POS; file documents	1.00	\$950.00	\$950.00
Service	01/02/2024	Review and revise motion and declaration per Defendant comments	2.00	\$950.00	\$1,900.00
Service	01/10/2024	Review file; draft declaration of Kristina Murdock re motion for preliminary approval/class rep service payment request; email to client re draft declaration	1.50	\$675.00	\$1,012.50
Service	01/10/2024	Review file; draft declaration of Alexandra Soto re motion for preliminary approval/class rep service payment request; email to client re draft declaration	1.50	\$675.00	\$1,012.50
Service	01/10/2024	Review file; draft declaration of Noel Hudson re motion for preliminary approval/class rep service payment request; email to client re draft declaration	1.50	\$675.00	\$1,012.50
Service	01/11/2024	Review and revise declaration ISO motion; prepare exhibits; update approval outline	2.00	\$950.00	\$1,900.00
Service	01/11/2024	Review final client decls	0.50	\$950.00	\$475.00
Service	01/16/2024	Prepare documents in support of motion; prepare declaration with exhibits; file and serve documents; serve LWDA	3.50	\$950.00	\$3,325.00
Service	03/27/2024	Review tentative ruling; analysis of issues; analysis of next steps; memo to staff	1.00	\$950.00	\$950.00
Service	03/29/2024	Work on creating proposed order with exhibit into proper format to send to the Court	1.00	\$950.00	\$950.00
Service	03/29/2024	Review instructions and prepare final documents for filing and submission; file documents; submit proposed order in both formats	1.00	\$950.00	\$950.00
Service	04/10/2024	Review docket and status; download signed order; email Admin; review Admin email and timeline; respond; memo to staff	1.00	\$950.00	\$950.00
Service	04/15/2024	ROA check re CMC, email to team re hearing off calendar.	0.10	\$250.00	\$25.00
Service	04/26/2024	Review case file and court docket. Respond to class member inquiries regarding settlement.	1.20	\$850.00	\$1,020.00
Service	05/20/2024	Review case file and court docket. Respond to class member inquiries regarding settlement.	0.80	\$850.00	\$680.00
Service	05/23/2024	Review status; handle class member correspondence	0.30	\$950.00	\$285.00
Service	05/28/2024	Review class member correspondence; respond; email	0.30	\$950.00	\$285.00

Admin					
Service	05/30/2024	Review Admin email and report	0.25	\$950.00	\$237.50
Service	06/10/2024	Review status; Review Admin email and report; review update regarding class member	0.40	\$950.00	\$380.00
Service	06/26/2024	Review Admin report and issue regarding dispute and self-identifier	0.20	\$950.00	\$190.00
Service	07/02/2024	Review status; Review Admin email and report; review issues regarding class members and workweeks; respond to Admin	1.00	\$950.00	\$950.00
Service	07/02/2024	Review updated calculations; respond to Admin	0.40	\$950.00	\$380.00
Service	07/10/2024	Review Admin email; double check calculations; review status and prior rulings; memo to Admin	0.50	\$950.00	\$475.00
Service	07/12/2024	Review status and emails; respond to class members; work on class member issues; emails with Admin	0.60	\$950.00	\$570.00
Service	07/15/2024	Review status and next steps; memo to PM regarding issues for motion drafting; legal research on Naranjo for use in motion	1.00	\$950.00	\$950.00
Service	07/16/2024	Review preliminary approval order; review and analyze preliminary approval motion; draft final approval motion and notice of motion.	5.00	\$750.00	\$3,750.00
Service	07/16/2024	Review class member correspondence; respond; memo to Admin	0.50	\$950.00	\$475.00
Service	07/22/2024	Review updated calculations further and research issue; respond to Admin about issues to fix/address. review status of Admin; review and update proposed order; update approval outline; work on approval issues	2.00	\$950.00	\$1,900.00
Service	07/23/2024	Review spreadsheet and analysis of calculation issues; review and revise draft admin decl; identify corrections and prepare redline; memo to Admin; update proposed order	1.00	\$950.00	\$950.00
Service	07/23/2024	Work on motion for final approval; review billing; revise motion; email Defendant re draft motion	3.50	\$950.00	\$3,325.00
Service	07/24/2024	Review status and emails with Admin; respond	0.30	\$950.00	\$285.00
Service	07/29/2024	Review revised Admin decl; prepare further redlines; memo to Admin re corrections	0.40	\$950.00	\$380.00
Service	07/30/2024	Update tables for Memo of Ps and As re Motion for final app.	0.90	\$250.00	\$225.00
Service	07/30/2024	Review TPA Declaration; draft declaration in support of final approval motion.	2.50	\$750.00	\$1,875.00
Service	07/30/2024	Review final Admin decl; emails with Def	0.50	\$950.00	\$475.00

Service	07/31/2024	Review and revise declaration; review exhibits thereto; analysis of billing for accuracy; identify issues to correct	2.50	\$950.00	\$2,375.00
Service	07/31/2024	Update billing for final entries; prepare final costs for motion; calculate final lodestar; update proposed order	1.30	\$950.00	\$1,235.00
Service	07/31/2024	Work on motion and analyze remaining issues for motion; review and revise motion; prepare motion for filing; file and serve motion; serve LWDA; memo to staff	4.50	\$950.00	\$4,275.00
Services Subtotal				\$239,367.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	12/12/2022	JAMS mediation fees - Judge West.	1.00	\$8,475.00	\$8,475.00
Expense	02/14/2023	Mediation Refund - JAMS	1.00	-\$7,975.00	-\$7,975.00
Expense	04/25/2023	court filing via One Legal	1.00	\$17.04	\$17.04
Expense	04/26/2023	Berger Consulting Fees.	1.00	\$4,800.00	\$4,800.00
Expense	10/24/2023	One Legal Filing	1.00	\$17.04	\$17.04
Expense	01/11/2024	Filing fee - motion; one legal charge for filing	1.00	\$78.96	\$78.96
Expense	01/25/2024	One legal filing charge	1.00	\$19.10	\$19.10
Expense	02/05/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	03/04/2024	LexisNexis	1.00	\$143.00	\$143.00
Expense	04/01/2024	LexisNexis	1.00	\$165.00	\$165.00
Expense	04/02/2024	One legal filing charge	1.00	\$19.10	\$19.10
Expense	05/01/2024	LexisNexis	1.00	\$187.00	\$187.00
Expense	06/03/2024	Lexis Nexis	1.00	\$187.00	\$187.00
Expense	07/01/2024	LexisNexis	1.00	\$132.00	\$132.00
Expense	07/31/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$6,479.24	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	83.25	\$895.00	\$74,508.75
Norm Blumenthal	18.75	\$995.00	\$18,656.25
Scott Blumenthal	13.2	\$450.00	\$5,940.00

Nicholas De Blouw	32.5	\$850.00	\$27,625.00
Ricardo Ehmann	4.5	\$675.00	\$3,037.50
Charlotte James	3.0	\$550.00	\$1,650.00
Piya Mukherjee	22.2	\$750.00	\$16,650.00
Kyle Nordrehaug	78.65	\$950.00	\$74,717.50
Sergio Puche	2.9	\$675.00	\$1,957.50
Victoria Rivapalacio	18.0	\$750.00	\$13,500.00
Gerardo Galaviz	4.5	\$250.00	\$1,125.00
Subtotal			\$245,846.74
Total			\$245,846.74

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/30/2024	\$245,846.74	\$0.00	\$245,846.74
Outstanding Balance				\$245,846.74
Total Amount Outstanding				\$245,846.74

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

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

9 **COUNTY OF CONTRA COSTA**

10
11 KRISTINA MURDOCK, NOEL HUDSON, and)
ALEXANDRA SOTO, on behalf of themselves)
12 and on behalf of all persons similarly situated,)

13 Plaintiffs,

14 vs.

15 ASPEN SURGERY CENTER, LLC, a Limited)
Liability Company; SURGERY PARTNERS,)
16 INC., a Corporation; and DOES 1 through 50,)
17 inclusive,)

18 Defendants.

Case No. MSC21-02047

[*Consolidated with Case No. MSC21-02137*]

**DECLARATION OF KRISTINA
MURDOCK IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date:

Hearing Time: 9:00 a.m.

Judge: Hon. Charles S. Treat

Dept: 12

Date Filed: October 1, 2021

Trial Date: Not set

1 I, Kristina Murdock, declare as follows:

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

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

9 3. I worked as a pre-op registered nurse for the defendants ("Aspen Surgery") in California
10 from December of 2015 to April of 2020 and during that time period I was classified by Aspen
11 Surgery as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to chronic understaffing, I often did not receive compliant meal and rest breaks which
24 were late, interrupted or missed entirely. I also did not receive all the meal and rest break
25 premiums I was entitled to and when I did receive premium payments they were often an
26 incorrect amount. As to rest breaks in particular, Aspen Surgery had a policy that did not allow
27

1 employees to leave the premises. I should have received duty-free rest breaks including the
2 ability to leave the premises if I chose to do so but this was not permitted. Aspen Surgery also
3 had a policy that employees were required to clock in at the actual start time of their shift and be
4 ready to work immediately. This meant I was not paid for the time I needed to spend off the
5 clock dressing into my scrubs at Aspen Surgery's facility. Aspen Surgery would also send me
6 home from work on short notice from time to time if business was slow due to various reasons
7 such as appointment cancellations but I was not paid reporting time pay when this occurred.

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

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

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other current and/or former non-exempt
27

1 employees working for Aspen Surgery in California who make up the class. I felt that these
2 individuals were not aware of their labor law rights and even if they were they would probably
3 be apprehensive about speaking up or even simply because of the time, effort and risk involved
4 in filing a class action lawsuit.

5
6 9. I understood that being a part of this lawsuit involved risks. For example, my
7 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
8 pay for all or part of the attorney fees and costs paid by Aspen Surgery to defend this lawsuit.
9 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
10 hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in
11 this case it would not be difficult for a future employer to become aware that I sued a former
12 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
13 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
14 case.
15

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

19 11. A mediation took place on April 11, 2023 with Hon. Carl J. West (Ret.), a well-
20 respected and experienced mediator of wage and hour class actions. After the mediation the
21 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
22 communicated with my attorneys regarding the terms of the settlement which was reached
23 between the parties and understood that I was representing absent class members and therefore
24 wanted the best possible result to be obtained for the class members and I believe a very positive
25 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
26
27

1 Understanding on April 13, 2023 and when the final settlement papers were ready, I closely
2 reviewed the Settlement Agreement which I signed on August 29, 2023.

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

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

17 14. I believe I did the right thing by filing this case on behalf of the class members who,
18 subject to court approval, are in line to receive monetary payments as a result of this case and
19 settlement. This is money they may never have ever gotten if I did not pursue this action on their
20 behalf. I feel significant personal satisfaction to know that I played a role in the class members
21 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
22 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
23 compensation for the work I performed and the risks I undertook.
24

25 15. As part of the settlement it was necessary for me to sign a general release of all claims I
26

1 may have against Aspen Surgery. I believe the Class Representative Service Payment I have
2 requested provides me with some compensation for this agreed release.

3
4 16. In light of all the time and effort I have spent on this case, the risk I undertook by
5 suing a former employer, the exposure to being responsible for paying Aspen Surgery's costs in
6 the event we did not win the case, the reputational risk that future employers may hold this
7 lawsuit against me, the general release and in light of the size of the settlement, I believe the
8 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

11 Executed on Jan 10, 2024, at Dublin, CA.
12 (city, state)

13 
14 Kristina Murdock (Jan 10, 2024 14:17 PST)
15 Kristina Murdock

EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF CONTRA COSTA**

10
11 KRISTINA MURDOCK, NOEL HUDSON, and)
ALEXANDRA SOTO, on behalf of themselves)
12 and on behalf of all persons similarly situated,)

13 Plaintiffs,

14 vs.

15 ASPEN SURGERY CENTER, LLC, a Limited)
Liability Company; SURGERY PARTNERS,)
16 INC., a Corporation; and DOES 1 through 50,)
inclusive,)

17 Defendants.

Case No. MSC21-02047

[Consolidated with Case No. MSC21-02137]

**DECLARATION OF NOEL HUDSON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date:

Hearing Time: 9:00 a.m.

Judge: Hon. Charles S. Treat

Dept: 12

Date Filed: October 1, 2021

Trial Date: Not set

1 I, Noel Hudson, declare as follows:

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

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

9 3. I worked as a pre-op registered nurse for the defendants ("Aspen Surgery") in California
10 from April of 2016 to August of 2020 and during that time period I was classified by Aspen
11 Surgery as a non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to chronic understaffing, I often did not receive compliant meal and rest breaks which
24 were late, interrupted or missed entirely. I also did not receive all the meal and rest break
25 premiums I was entitled to and when I did receive premium payments they were often an
26 incorrect amount. As to rest breaks in particular, Aspen Surgery had a policy that did not allow
27

1 employees to leave the premises. I should have received duty-free rest breaks including the
2 ability to leave the premises if I chose to do so but this was not permitted. Aspen Surgery also
3 had a policy that employees were required to clock in at the actual start time of their shift and be
4 ready to work immediately. This meant I was not paid for the time I needed to spend off the
5 clock dressing into my scrubs at Aspen Surgery's facility. Aspen Surgery would also send me
6 home from work on short notice from time to time if business was slow due to various reasons
7 such as appointment cancellations but I was not paid reporting time pay when this occurred.

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

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

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other current and/or former non-exempt
27

1 employees working for Aspen Surgery in California who make up the class. I felt that these
2 individuals were not aware of their labor law rights and even if they were they would probably
3 be apprehensive about speaking up or even simply because of the time, effort and risk involved
4 in filing a class action lawsuit.

5
6 9. I understood that being a part of this lawsuit involved risks. For example, my
7 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
8 pay for all or part of the attorney fees and costs paid by Aspen Surgery to defend this lawsuit.
9 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
10 hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in
11 this case it would not be difficult for a future employer to become aware that I sued a former
12 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
13 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
14 case.
15

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

19 11. A mediation took place on April 11, 2023 with Hon. Carl J. West (Ret.), a well-
20 respected and experienced mediator of wage and hour class actions. After the mediation the
21 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
22 communicated with my attorneys regarding the terms of the settlement which was reached
23 between the parties and understood that I was representing absent class members and therefore
24 wanted the best possible result to be obtained for the class members and I believe a very positive
25 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
26
27

1 Understanding on April 17, 2023 and when the final settlement papers were ready, I closely
2 reviewed the Settlement Agreement which I signed on August 30, 2023.

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

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

17 14. I believe I did the right thing by filing this case on behalf of the class members who,
18 subject to court approval, are in line to receive monetary payments as a result of this case and
19 settlement. This is money they may never have ever gotten if I did not pursue this action on their
20 behalf. I feel significant personal satisfaction to know that I played a role in the class members
21 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
22 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
23 compensation for the work I performed and the risks I undertook.
24

25 15. As part of the settlement it was necessary for me to sign a general release of all claims I
26

1 may have against Aspen Surgery. I believe the Class Representative Service Payment I have
2 requested provides me with some compensation for this agreed release.

3
4 16. In light of all the time and effort I have spent on this case, the risk I undertook by
5 suing a former employer, the exposure to being responsible for paying Aspen Surgery's costs in
6 the event we did not win the case, the reputational risk that future employers may hold this
7 lawsuit against me, the general release and in light of the size of the settlement, I believe the
8 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

11 Executed on Jan 14, 2024, at Las Vegas Nevada.
12 (city, state)

13 
14 Noel Hudson (Jan 14, 2024 14:41 PST)
15 Noel Hudson
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EXHIBIT #8

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN 068687)

3 Kyle R. Nordrehaug (SBN 205975)

4 Aparajit Bhowmik (SBN 248066)

5 2255 Calle Clara

6 La Jolla, CA 92037

7 Telephone: (858) 551-1223

8 Facsimile: (858) 551-1232

9 Attorneys for Plaintiffs

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF CONTRA COSTA**

12 KRISTINA MURDOCK, NOEL HUDSON, and)
13 ALEXANDRA SOTO, on behalf of themselves)
14 and on behalf of all persons similarly situated,)

15 Plaintiffs,

16 vs.

17 ASPEN SURGERY CENTER, LLC, a Limited)
18 Liability Company; SURGERY PARTNERS,)
19 INC., a Corporation; and DOES 1 through 50,)
20 inclusive,)

21 Defendants.

Case No. MSC21-02047

[Consolidated with Case No. MSC21-02137]

**DECLARATION OF ALEXANDRA
SOTO IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date:

Hearing Time: 9:00 a.m.

Judge: Hon. Charles S. Treat

Dept: 12

Date Filed: October 1, 2021

Trial Date: Not set

1 I, Alexandra Soto, declare as follows:

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

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

9 3. During the class period I have worked as a registered nurse for the defendants (“Aspen
10 Surgery”) in California and during that time period I have been classified by Aspen Surgery as a
11 non-exempt employee.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to chronic understaffing, I often did not receive compliant meal and rest breaks which
24 were late, interrupted or missed entirely. I also did not receive all the meal and rest break
25 premiums I was entitled to and when I did receive premium payments they were often an
26 incorrect amount. As to rest breaks in particular, Aspen Surgery had a policy that did not allow
27

1 employees to leave the premises. I should have received duty-free rest breaks including the
2 ability to leave the premises if I chose to do so but this was not permitted. Aspen Surgery also
3 had a policy that employees were required to clock in at the actual start time of their shift and be
4 ready to work immediately. This meant I was not paid for the time I needed to spend off the
5 clock dressing into my scrubs at Aspen Surgery's facility. Aspen Surgery would also send me
6 home from work on short notice from time to time if business was slow due to various reasons
7 such as appointment cancellations but I was not paid reporting time pay when this occurred.

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

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

25 8. I understood that being a plaintiff/class representative in this case meant that I
26 was seeking damages not only for myself but also other current and/or former non-exempt
27

1 employees working for Aspen Surgery in California who make up the class. I felt that these
2 individuals were not aware of their labor law rights and even if they were they would probably
3 be apprehensive about speaking up or even simply because of the time, effort and risk involved
4 in filing a class action lawsuit.

5
6 9. I understood that being a part of this lawsuit involved risks. For example, my
7 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
8 pay for all or part of the attorney fees and costs paid by Aspen Surgery to defend this lawsuit.
9 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
10 hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in
11 this case it would not be difficult for a future employer to become aware that I sued my employer
12 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for
13 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
14

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

18 11. A mediation took place on April 11, 2023 with Hon. Carl J. West (Ret.), a well-
19 respected and experienced mediator of wage and hour class actions. After the mediation the
20 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
21 communicated with my attorneys regarding the terms of the settlement which was reached
22 between the parties and understood that I was representing absent class members and therefore
23 wanted the best possible result to be obtained for the class members and I believe a very positive
24 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
25 Understanding on April 13, 2023 and when the final settlement papers were ready, I closely
26
27

1 reviewed the Settlement Agreement which I signed on August 29, 2023.

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

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

16 14. I believe I did the right thing by filing this case on behalf of the class members who,
17 subject to court approval, are in line to receive monetary payments as a result of this case and
18 settlement. This is money they may never have ever gotten if I did not pursue this action on their
19 behalf. I feel significant personal satisfaction to know that I played a role in the class members
20 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
21 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
22 compensation for the work I performed and the risks I undertook.
23

24 15. As part of the settlement it was necessary for me to sign a general release of all claims I
25 may have against Aspen Surgery. I believe the Class Representative Service Payment I have
26 requested provides me with some compensation for this agreed release.
27

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Aspen Surgery's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Jan 10, 2024, at Dublín, Ca.
(city, state)


Alexandra Soto (Jan 10, 2024 14:17 PST)

Alexandra Soto