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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ROSANIEVES MORAN, SHALECIA
WILLIAMS, and MARY
CANTERBURY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SHARP HEALTHCARE, a California
Corporation; and DOES 1-50, inclusive,

Case No. **37-2019-00050203-CU-OE-CTL**

[Consolidated with

Case No. 37-2021-00041988-CU-OE-CTL

Case No. 37-2021-00051867-CU-OE-CTL]

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

[Filed and served concurrently with Notice of Motion
and Motion for Final Approval of Class Action
Settlement]

Date: September 15, 2023

Time: 10:30 a.m.

[Hearing set by Order dated April 11, 2023]

Dept: 68

Judge: Hon. Richard S. Whitney

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR FINAL APPROVAL OF CLASS SETTLEMENT**

3 I, Kyle Nordrehaug, declare:

4 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
5 ("BNBD"), counsel for Plaintiffs Shalecia Williams and Mary Canterbury. As such, I am fully familiar
6 with the facts, pleadings and history of this matter. The following facts are within my own personal
7 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

8 2. This declaration is being submitted in support of the Motion for Final Approval of
9 Class Settlement by Plaintiffs Rosanieves Moran, Shalecia Williams, and Mary Canterbury
10 ("Plaintiffs"). The settlement reached between Plaintiffs, individually and on behalf of all members of
11 the Class, on the one hand, and Defendant Sharp Healthcare, on the other hand, is set forth in the Joint
12 Stipulation of Class Action and Private Attorney General Act ("PAGA") Settlement and Release
13 ("Settlement Agreement"), a true and correct copy of which is attached hereto as Exhibit #1.

14 Experience of BNBD

15 3. Over the course of the litigation, my firm has worked actively on this matter. The firm
16 credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as
17 Exhibit #2. Some of the major cases our firm has undertaken are also set forth therein. BNBD has
18 represented hundreds of thousands of employees in hundreds of legal matters, including PAGA
19 lawsuits and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the
20 prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have
21 been appointed lead counsel in hundreds of contested motions for class certification including many
22 consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases
23 involving labor code violations and overtime claims. BNBD has litigated similar overtime cases
24 against other employers on behalf of employees, including cases against Cigna, Health Net, Securitas,
25 Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection,
26 Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care, Qualxserv,
27 Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile Association.
28 My firm has been approved as class counsel by state and federal courts in California in contested class

1 certification motions, including approvals in this Court. It is this level of experience which enabled
2 the firm to undertake the instant matter and to successfully combat the resources of the defendants and
3 their capable and experienced counsel. On account of the concerted and dedicated effort this case
4 demanded in order to properly handle and prosecute, BNBD was precluded from taking other cases,
5 and in fact, had to turn away other potential fee generating cases.

6 4. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the
7 briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*,
8 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
9 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
10 the Ninth Circuit of the importance of the substantive rights of the State of California under the
11 California Private Attorney General Act of 2004 ("PAGA"). BNBD took the lead on this case where
12 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. BNBD also has recently
13 engaged in noted appellate work on the subject of class actions in the California Court of Appeals
14 resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
15 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-
16 related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal.
17 App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I
19 received an award from the Daily Journal as Top Labor & Employment Attorney in 2016.

20 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
21 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified
22 counsel with extensive experience in class action litigation." *McPhail v. First Command Fin.*
23 *Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
24 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed
25 lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*,
26 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No.
27 EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
28 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10,

2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

Background:

6. On September 23, 2019, Plaintiff Rosanieves Moran filed a Class Action Complaint entitled *Moran v. Sharp Healthcare* on behalf of Defendant's non-exempt employees in California. Class Counsel also sent a letter on Behalf of Plaintiff Moran to the LWDA prior to that time to exhaust her remedies under PAGA.

7. On October 1, 2023, Plaintiffs Williams and Canterbury filed a class action complaint entitled *Williams, et al. v. Sharp Healthcare*. On December 10, 2021, Plaintiffs Williams and Canterbury filed a separate Complaint alleging a single claim against Defendant for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") based upon the above alleged violations. As part of the Settlement, on June 14, 2022, Plaintiffs filed a Third Amended Consolidated Complaint in the Moran Action ("Operative Complaint") to consolidate the three actions. In the Third Amended Consolidated Complaint the Plaintiffs assert claims for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation

1 of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of
2 Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code §§
3 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7
4 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor
5 Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor
6 Code § 2802; (8) failure to provide wages at termination in violation of Cal. Lab. Code § 201, 202, and
7 203; and (9) civil penalties under PAGA.

8 8. Class Counsel conducted a thorough investigation into the factual and legal issues
9 implicated by Plaintiffs' claims and were able to objectively assess the settlement's reasonableness.
10 The information for mediation obtained by Plaintiffs included: (1) time punch data showing
11 employees' meal periods and their time worked; (2) Payroll data for employees; (3) Defendant's
12 employee wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage
13 statements provided by Defendant. As such, Class Counsel received the data and information for the
14 Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.
15 The document and data exchanges allowed Class Counsel to fully assess the nature and magnitude of
16 the claims being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's
17 Counsel so as to make an independent assessment of the reasonableness of the settlement's terms.

18 9. The Parties attended an arms-length mediation session with Lisa Klerman, a respected
19 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
20 preparation for the mediation, Defendant provided Class Counsel with necessary information for the
21 members of the Class, including time data, payroll data and data concerning the composition of the
22 Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and
23 prepared and submitted a mediation brief and damage valuation to the Mediator. After this all-day
24 mediation, the Parties continued arms' length negotiations through the Mediator which resulted is a
25 mediators proposal which the Parties ultimately accepted. The Class Representatives have vigorously
26 prosecuted this case, and Defendant has vigorously contested it. The Parties engaged in sufficient
27 investigation and informal discovery to assess the relative merits of the claims of the Class and of
28

1 Defendant's defenses to them. Defendant has denied all of Plaintiffs' allegations in their entirety and
2 any liability or wrongdoing of any kind.

3
4 The Settlement Is Fair, Reasonable and Adequate:

5 10. As a result of the mediation, the parties agreed to settle this matter for a Maximum
6 Settlement Amount of \$4,265,000 (Nordrehaug Decl., Ex. 1-Settlement Agreement at ¶ I(N)). Based
7 on their own respective independent investigations and evaluations, and after taking into account the
8 sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution
9 of the case, and the monetary benefits received under the Settlement, Class Counsel is of the opinion
10 that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair,
11 reasonable and adequate and is in the best interests of the Class Members.

12 11. Fairness of the Settlement is demonstrated by the uncertainty and risks to
13 Plaintiffs involved both in not prevailing on one or more of the causes of action or theories
14 alleged in the operative Complaint and in non-certification, and if successful, Defendant disputes
15 the ability of Plaintiffs to certify a class in this case. Defendant also argued it maintained lawful
16 written policies that were provided to the class members. Yet, despite the defenses proffered by
17 Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of
18 the Net Settlement Amount. The amount to be paid to the Class is fair, adequate and reasonable
19 given the significant risk to Plaintiffs and the Class in continuing with the litigation and not
20 prevailing on their claims at class certification or at trial or not being paid anything even if trial
21 was successful.

22 12. The predominant claims in this action arise from alleged violations of California
23 law with respect to Defendant's failure to provide meal periods and permit and authorize rest
24 periods and failing to pay all wages earned. Plaintiff alleges that these practices resulted directly
25 from the implementation and enforcement of Defendant's own policies and practices.

26 13. Based upon 11,859 Class Members who collectively worked 830,186 pay periods,
27 the Maximum Settlement Amount provides a value of \$359 per Class Member and \$5 per pay
28 period and after deductions the Class Employee Fund provides an average recovery of \$208 per

1 Class Member and a recovery of \$2.97 per pay period. The calculations to compensate for the
2 amount due to the Class Members at the time this Settlement was negotiated were calculated by
3 Plaintiffs' expert, Berger Consulting, in advance of mediation. For the individuals whose claims
4 are at issue in this Actions, Plaintiffs analyzed the data for putative class members and
5 determined the potential maximum damages for the class claims. For the Class, Plaintiffs
6 evaluated that the claim for unpaid wages based on alleged off the clock work was \$15,591,915,
7 the maximum potential meal period damages, after deducting meal premiums paid by Defendant,
8 wages were estimated to be \$24,357,283, the maximum potential rest period damages assuming
9 one violation per month were estimated to be \$15,439,435, and the maximum potential damages
10 for failure to provide expense reimbursement for were calculated to be \$1,983,460. In total, the
11 damages for the Class were calculated to have a maximum potential total value of \$57,372,093.
12 In addition, Plaintiffs calculated that the maximum value of the potential waiting time penalties
13 were between \$2,260,980 and \$42,121,936, and the maximum value of the potential wage
14 statement penalties were \$38,688,000. Consequently, the Maximum Settlement Amount
15 represents more than 7% of the value of the potential maximum damages at issue for the Class in
16 this case, assuming these amounts could all be proven in full at trial. The above maximum
17 calculations should then be significantly adjusted in consideration for both the risk of class
18 certification and the risk of establishing class-wide liability on all claims. Given the amount of
19 the Settlement as compared to the potential value of the claims, the Settlement is most certainly
20 fair and reasonable.

21 14. Over the course of litigation, the Parties engaged in the investigation of the
22 claims, including production of documents, class data, and other information, allowing for the
23 full and complete analysis of liabilities and defenses to the claims in the Action. The
24 information for mediation obtained by Plaintiffs included: (1) time punch data showing
25 employees' meal periods and their time worked; (2) Payroll data for employees; (3) Defendant's
26 employee wage and hour policies; (5) the employment files for the Plaintiffs; and, (7) samples of
27 wage statements provided by Defendant. As such, Class Counsel received the data and
28 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of

1 the claims for the Class.

2 15. Here, a number of defenses asserted by Defendant present serious threats to the
3 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's
4 practices complied with all applicable Labor laws. Defendant argued that all work time was
5 properly paid for and that the work time recording practices were lawful. Defendant contend that
6 its meal and rest period policies fully complied with California law and that Defendant's
7 timekeeping system recorded meal periods, paid for missed meal periods, and was not required
8 to record rest periods. Defendant established that it paid significant premiums for any alleged
9 meal or rest period violation. As to expenses reimbursement, Defendant contended that it did not
10 fail to provide reimbursement for necessary business expenses and that claimed expenses were
11 voluntary and convenient and therefore not required reimbursement. Defendant also argued that
12 it provided all required equipment to employees in order for them to perform their required job
13 duties. Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53
14 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to
15 the meal and rest period claims. Defendant also argues that based on its facially lawful practices,
16 they acted in good faith and without willfulness, which if accepted would negate the claims for
17 waiting time penalties and/or inaccurate wage statements. If successful, Defendant's defenses
18 could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that
19 these defenses could be overcome, Defendant maintains these defenses have merit and therefore
20 present a serious risk to recovery by the Class.

21 16. There was also a significant risk that, if the Actions were not settled, Plaintiffs
22 would be unable to obtain class certification and thereby not recover on behalf of any employees
23 other than themselves. Defendant argued that the individual experience of each putative class
24 member varied with respect to the claims. Defendant could also contest class certification by
25 arguing injury and good faith were case by case determinations that precluded class certification.
26 Plaintiffs are aware of other cases where class certification of similar claims was denied. *See*
27 *e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break
28 claims). Finally, even if class certification was successful, as demonstrated by the California

1 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
2 significant hurdles to overcome for a class wide recovery even where the class has been certified.
3 While other cases have approved class certification in wage and hour claims, class certification
4 in this action would have been hotly disputed and was by no means a foregone conclusion.

5 17. Class certification was somewhat uncertain given the numerous hurdles necessary
6 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
7 Plaintiffs also considered Defendant's arguments that subsequent decisions citing and relying on
8 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
9 more difficult to certify a class in this case based upon the need to demonstrate that common
10 issues are superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran*
11 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due
12 process grounds. However, Plaintiffs disagreed that the subsequent decisions citing *Walmart*,
13 applied to the facts in this case. Additionally, Plaintiffs believe the cases denying certification
14 are distinguishable and that the facts in this case are more akin to the facts in cases where
15 certification had been granted, Class Counsel recognize the risk of an adverse finding on
16 certification and considered and weighed this risk in determining to settle and compromise these
17 claims. Lastly, Plaintiffs believe the decisions in *Sav-On Drug Stores, Inc. v. Sup. Ct.*, (2004) 34
18 Cal. 4th 319, 340 and *Bell v Farmers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the
19 applicable framework for class certification trial by formula plans. See also *Duran v. Superior*
20 *Court*, 2014 Cal. LEXIS 5569 (Cal. Aug. 13, 2014).

21 18. Further, beyond the risk of an adverse ruling on the merits or certification, Class
22 Counsel considered the fact that continued litigation would likely take years and would be
23 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
24 appellate proceedings are likely to occur, which will surely drag the case far into the future even
25 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
26 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such
27 costly litigation in favor of more immediate benefits to the Class was a consideration favoring
28 settlement. Given these realities, it is highly likely that the future expense of this litigation, and

1 its likely duration if the settlement is not approved, would be significant and weigh heavily in
2 favor of approval of this settlement.

3 19. The Maximum Settlement Amount is well within the acceptable range of
4 reasonableness for the claims of the Settlement Class Members. After analysis and review of
5 Defendant's time and pay record production and other payroll data, Class counsel estimates the
6 overall maximum value of the claims at approximately \$57,372,093 should Plaintiff prevail at
7 the class certification stage and at trial and survive any appeals and win on all claims and be
8 awarded maximum damages. This amount was reduced to a reasonable 7% to \$4,265,000 to
9 account for the risks of continued litigation and not prevailing on one or more claims and the
10 Court not awarding penalties based upon Defendant's good faith arguments.

11 20. Based on the foregoing data and their own independent investigation and
12 evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the
13 consideration and on the terms set forth in the Settlement is fair, reasonable, and adequate and is
14 in the best interest of the Class in light of all known facts and circumstances, including the risk
15 of significant delay, defenses asserted by Defendant, and numerous potential appellate issues.
16 There can be no doubt that Counsel for both parties possessed sufficient information to make an
17 informed judgment regarding the likelihood of success on the merits and the results that could be
18 obtained through further litigation.

19 21. As a result, the Maximum Settlement Amount of \$4,265,000 represents a
20 reasonable recovery and approximately 7% of the overall potential value. This recovery could
21 easily be much higher if at trial PAGA penalties were reduced or damages for certain pay periods
22 or workweeks could not be proven for certain individuals. The proposed GSA is within the
23 "ballpark of reasonableness" and should be approved. Class Counsel believe that this is a fair
24 and reasonable Settlement in light of the complexities of the case, the state of the law and
25 uncertainties of class certification and litigation, the policies and practices Defendant has had in
26 place or implemented during the purported liability period, and the benefit to be recovered for
27 the Class. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable
28 and is in the best interests of the Settlement Class, and should be preliminarily approved.

1
2 Attorneys' Fees and Costs:

3 22. Class Counsel applies for an award of attorneys' fees in the sum of \$1,411,667 of the
4 Gross Settlement Amount, and litigation costs of \$19,3599.32. The requested fee falls in the mid-
5 range of percentage class fee awards, which generally range from 20% to 50% of a common fund, and
6 it constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming
7 litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result
8 achieved for the benefit of the Class. Numerous courts in California routinely approve fee requests
9 equal to or greater than one-third of the common fund. Plaintiffs' counsel have prosecuted a joint
10 prosecution agreement and agreed to split the requested fees on a 60/40 basis. In short, Class
11 Counsels' fee request of \$1,411,667 (one-third of the common fund) is in line with awards in similar
12 cases in California and demonstrates that Class Counsels' fee request is consistent with market rates
13 and is reasonable.

14 23. There is a substantial difference between the risk assumed by attorneys being paid by
15 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
16 to the bank with his fee. The attorney working on a contingent basis can only log hours while working
17 without pay towards a result that will hopefully entitle him to a market place contingent fee taking into
18 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
19 nothing. In this case, the representation by my firm and the nature of the fee was wholly contingent.
20 BNBD subjected themselves to this contingent fee market risk in this all or nothing contingent fee case
21 wherein the necessity and financial burden of private enforcement makes the requested award
22 appropriate. This case was litigated on a contingent basis over almost four (4) years, with all of the
23 risk factors inherent in such an uncertain undertaking. At the time this case was brought, the result was
24 far from certain. Defendant's practices at issue here had been in place for years. Defendant's
25 numerous defenses to the merits of the case and to class certification created difficulties with proof and
26 complex legal issues for Class Counsel to overcome. Indeed, I am aware of other similar cases where
27 the court dismissed the class allegations or denied class certification. Under such contingent
28 circumstances, courts have held that a risk multiplier must be applied to the fee award.

24. From February 15, 2021 to August 21, 2023, my firm has worked more than 306 hours prosecuting these class claims with the attorneys' hourly fee rates for attorneys ranging from \$475 to \$950, which resulted in lodestar for BNBD relating to the class claims for this period in the amount of \$223,223.75. In addition, there will be additional work performed to complete the settlement process. Attached hereto as Exhibits #3 and 4 are true and correct copies of the BNBD billing statement for this matter which sets forth the specific tasks, time and attorney for the work performed on this matter.¹ When combined with the lodestar incurred my co-counsel, James Hawkins, APLC, the total combined lodestar for Class Counsel is \$518,788.75, which reflects a lodestar multiplier cross-check of 2.72, which is reasonable and well within the accepted range of multipliers.

25. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #6. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that BNBD's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of BNBD's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct 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.) This survey is useful to show that BNBD's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases

¹ The Blumenthal Firm switched billing systems in June 2022, so Exhibit #3 contains the lodestar billing from January 2020 to June 2022, and Exhibit #4 contains the lodestar billing for June 2022 to August 21, 2023.

1 currently being prosecuted by BNBD. In another example, Sheppard Mullin Richter & Hampton, who
2 is opposing counsel in many cases prosecuted by BNBD, charges rates as high as \$875 for partners
3 and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
4 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
5 charged by BNBD for comparable work are less than these examples, and are therefore undoubtedly
6 reasonable.

7 26. The reasonableness of the requested award is also established by reference to similar
8 awards in other wage and hour cases. The following are examples of similar recent fee awards. On
9 January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No.
10 JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
11 settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case
12 No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and
13 hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court
14 Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage
15 and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles
16 Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a
17 wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
18 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee
19 award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour*
20 *Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee
21 award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
22 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee
23 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
24 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-
25 third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash*
26 *Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E.
27 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
28 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),

1 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.
2 On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No.
3 JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
4 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
5 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
6 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco
7 Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee
8 award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials*
9 (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
10 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
11 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-
12 third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
13 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
14 approved a one-third fee award in a wage and hour class settlement.

15 27. To date, BNBD has incurred litigation expenses of \$9,143.33. These litigation
16 expenses include the expenses incurred for filing fees, attorney service charges (Knox and One Legal),
17 Lexis Nexis legal research charges, deposition transcript charges, Courtcall charges, and delivery
18 charges, all of which are costs normally billed to and paid by the client. These costs were reasonably
19 incurred by BNBD in the prosecution of this matter and are set forth in the BNBD billing records
20 attached hereto as Exhibit #3 and #5.²

21
22 Service Awards:

23 28. I respectfully request that for their service as the class representatives, Plaintiffs should
24 be awarded the agreed Class Representative Service Awards of \$10,000 each, in accordance with the
25 Settlement Agreement for their time, risk and effort expended on behalf of the Class as the class
26

27 ² The Blumenthal Firm switched billing systems in June 2022, so Exhibit #3 contains the expense
28 billing from January 2020 to June 2022, and Exhibit #5 contains the expense billing for June
2022 to August 21, 2023.

1 representatives. Defendant has agreed to this payment and there have been no objections to the
2 requested service award. As the representatives of the Class, Plaintiffs performed their duty to the
3 Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the
4 course of the litigation, responding to numerous requests, searching for documents, working with
5 counsel, committing to responding to discovery and depositions, and reviewing the settlement
6 documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive release
7 as part of the Settlement, far beyond the class release. The Declarations of Plaintiffs, attached hereto,
8 detail the involvement, stress and risks they undertook as a result of this Action. The Plaintiffs also
9 assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well as
10 the reputational risk of being “blacklisted” by other future employers for having filed a class action on
11 behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and information,
12 no other fellow employees would be receiving any benefit. The payment of service awards to
13 successful class representatives is appropriate and the amount of \$10,000 each is well within the
14 currently awarded range for similar settlements. The requested award is also reasonable by reference
15 to the amounts that other California courts have found to be reasonable in wage and hour class action
16 settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County
17 Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*,
18 Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award);
19 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior
20 Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial*
21 *Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding
22 \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior
23 Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
24 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
25 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
26 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v.*
27 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
28 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.

1 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
2 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
3 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
4 BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
5 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior
6 Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for
7 their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior
8 Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
9 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
10 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court
11 (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No.
12 BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement
13 award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County
14 Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health*
15 *Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000
16 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior
17 Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*,
18 Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award);
19 *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior
20 Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-
21 04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R.*
22 *Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16,
23 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
24 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria*
25 *Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding
26 \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517,
27 San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v.*
28 *UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding

1 \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of
2 California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).
3

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

6 Executed this 21st day of August, 2023, at San Diego, California.

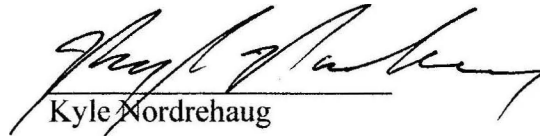
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9 Kyle Nordrehaug
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EXHIBIT #1

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ADDITIONAL COUNSEL LISTED ON PAGE 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ROSANIEVES MORAN, SHALIECIA
WILLIAMS, and MARY CANTERBURY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SHARP HEALTHCARE, a California
Corporation; and DOES 1-50, inclusive,

Defendant.

Case No. 37-2019-00050203-CU-OE-CTL
Consolidated with
Case No 37-2021-00041988-CU-OE-CTL
Case No. 37-2021-00051867-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES
TO JUDGE Richard S. Whitney, Dept. C-68

**JOINT STIPULATION OF CLASS
ACTION/PAGA SETTLEMENT
AGREEMENT AND RELEASE**

Trial Date: None Set
Complaint Filed: September 24, 2019

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8 Attorneys for Defendant
9 SHARP HEALTHCARE
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1 Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorney
2 General Act ("PAGA") Settlement and Release ("Settlement") is made and entered into by and
3 between Plaintiffs Rosanieves Moran, Shaliecia Williams and Mary Canterbury ("Plaintiffs"),
4 individually and as representatives of the Participating Class Members, as defined below, on the one
5 hand, and Defendant Sharp Healthcare ("Defendant"), on the other hand. The Class (as defined below)
6 and Defendant are jointly referred to herein as the "Settling Parties" and individually referred to herein
7 as a "Settling Party."

8 DEFINITIONS

9 In addition to the other terms defined elsewhere in this Settlement, the terms below have the
10 following meanings in this Settlement:

11 I. DEFINITIONS

12 A. "Action" means the civil actions, now consolidated, entitled ROSANIEVES MORAN,
13 SHALIECIA WILLIAMS, and MARY CANTERBURY v. SHARP HEALTHCARE, San Diego
14 Superior Court Case Numbers 37-2021-2019-00050203-CU-OE-CTL, 37-2021-00041988-CU-OE-
15 CTL, and 37-2021-00051867-CU-OE-CTL.

16 B. "Class Counsel" means James R. Hawkins and Greg Mauro of James Hawkins APLC
17 and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP.

19 C. "Class Counsel Fees and Expenses" means the total amount of attorneys' fees,
20 litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for
21 their representation of the Class in the Action, including pre-filing investigation, filing of the Action,
22 all related litigation activities including discovery, mediation, the motion for class certification, this
23 Settlement, and all post-Settlement compliance procedures.

24 D. "Class" or "Class Member(s)" means all current and former non-exempt employees
25 of Defendant, excluding bargaining unit nurses, during the Class Period.

26 E. "Class Period" means from September 23, 2015 through the earlier of either the date
27 of Preliminary Approval or March 12, 2023,

28 F. "Class Representatives Service Award" means the amount awarded by the Court to

1 the Class Representatives pursuant to Section III (D).

2 **G.** "Class Representatives" or "Plaintiffs" mean Rosanieves Moran, Shaliecia Williams
3 and Mary Canterbury.

4 **H.** "Court" means the Superior Court of California for the County of San Diego.

5 **I.** "Defendant's Counsel" means Jody A. Landry and Krystal Weaver of Littler
6 Mendelson, PC.

7 **J.** "Effective Date" means the date by which all of the following have occurred: the
8 Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules
9 of Court 3.769(h); and the Judgment has become Final, as defined herein below.

10 **K.** "Final" means that the Settlement has been finally approved by the Court without
11 material modification and either: (i) if there are no objections on the date the order for final approval
12 is issued; (ii) if an objection(s) is made and overruled, 60 days from the date the order for final approval
13 is issued; or (iii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed
14 or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further
15 judicial review.

16 **L.** "Final Approval Hearing" means the hearing to be conducted by the Court to
17 determine whether to finally approve and implement the terms of this Settlement.

18 **M.** "Judgment" means the judgment entered by the Court after it grants final approval of
19 this Settlement.

20 **N.** "Maximum Settlement Amount" means the maximum amount, Defendant can be
21 required to pay under this Settlement, which is Four Million and Two Hundred Sixty-Five Thousand
22 Dollars (\$4,265,000.00), and covers all of the following: (1) Payments to the Class Members for their
23 share of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of their
24 share of the PAGA Employee Fund; (3) Class Counsel Fees and Expenses; (4) Settlement
25 Administration Costs; (5) payment of the Class Representatives Service Awards to Plaintiffs; (6) the
26 payment to the LWDA of its share of Net Settlement Amount; and (7) all employment taxes for
27 employee side wages. All employer side taxes will be paid separate and apart from the Maximum
28 Settlement Amount.

1 O. “Net Settlement Amount” means the Maximum Settlement Amount *minus* the sum
2 of: (1) Class Counsel Fees and Expenses; (2) the Settlement Administration Costs; and (3) Plaintiffs’
3 Class Representatives Service Awards. Out of the Net Settlement Amount, \$215,000 is designated as
4 the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment and the remaining 25% of
5 the PAGA Payment (“PAGA Employee Fund”) will be paid to PAGA Employees as set forth below
6 in Section III(F)(3). The remainder of the Net Settlement Amount, the “Class Employee Fund”, will
7 be paid to the Participating Class Members as outlined below in Section III(F)(1).

8 P. “Participating Class Member(s)” means Class Members who do not submit a timely
9 and valid request to opt-out of the Settlement.

10 Q. “Parties” means the Plaintiffs and Defendant.

11 R. “PAGA Employees” means all current and former non-exempt employees of
12 Defendant, excluding bargaining unit nurses, during the PAGA Period.

13 S. “PAGA Period” is the time period from September 23, 2018 through the earlier of the
14 date of Preliminary Approval or March 12, 2023.

15 T. “Pay Periods” means for the Class Period, the total number of pay periods actually
16 worked by a Class Member for Defendant during the Class Period. For the PAGA Period, it means
17 the total number of pay periods actually worked by the PAGA Employee during the PAGA Period.

18 U. “Pay Period Value” is established by dividing the Net Settlement Amount by all Pay
19 Periods for the Settlement Class Members and PAGA Employees as explained in Section III(F).

20 V. “Preliminary Approval” means the Court’s order granting preliminary approval of the
21 Settlement.

22 W. “Released Parties” means Defendant and its related organizations, and each of their
23 company-sponsored employee benefit plans, and their respective successors and predecessors in
24 interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and
25 agents, and each of their past, present and future officers, directors, shareholders, employees, agents,
26 principals, heirs, representatives, accountants, auditors, consultants, and attorneys.

1 X. “Settlement Administrator” means the third-party administrator appointed by the Court
2 to administer the settlement of this Action under the terms of this Settlement. ILYM Group shall serve
3 as the Settlement Administrator, subject to the Court’s approval.

4 Y. “Settlement Administration Costs” means all fees and costs owed to the Settlement
5 Administrator in connection with administering the settlement in this Action under the terms of this
6 Settlement.

7 Z. “Settlement Share” means each Class Member’s pro rata share of the Net Settlement
8 Amount which is determined by converting the Net Settlement Amount into a bi-weekly/pay period
9 value as described below in Section III(F).

10 **II. RECITALS**

11 A. On September 24, 2019 Plaintiff Rosanieves Moran filed her initial complaint
12 commencing the Action in the Court. Class Counsel sent a letter to the LWDA prior to that time to
13 exhaust her remedies under PAGA. On October 1, 2021 Plaintiffs Shaliecia Williams and Mary
14 Canterbury filed a class action lawsuit and on December 10, 2021 they filed a PAGA lawsuit. A
15 Consolidated Third Amended Complaint was filed on June 2, 2022 consolidating the three lawsuits
16 (“Operative Complaint”). Plaintiffs contend, by way of the Action, that Defendant violated
17 California’s wage and hour laws with respect to Plaintiffs and Class Members by, *inter alia*, failure to
18 pay the required minimum wage and overtime for all time worked, failing to properly provide meal
19 periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a
20 premium in lieu thereof, failure to timely pay wages at termination or during employment, failing to
21 provide compliant wage statements, failure to reimburse expenses and thereby also violated California
22 Business & Professions Code section 17200, et seq. and seeks penalties under PAGA.

23 B. On July 8, 2022 the Settling Parties attended mediation with Lisa Klerman, an
24 experienced mediator. After lengthy negotiations that occurred during and after the mediation, during
25 which the Settling Parties, through their counsel, recognized the burdens and risk of continuing with
26 the litigation, the Settling Parties reached an agreement to settle and resolve the Action and Released
27 Claims (as defined in Section III(I)).

28 C. The Settlement represents a compromise and settlement of highly disputed claims.

1 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of
2 the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members
3 on those claims, nor as an admission by the Class Members that Defendant's defenses in the Action
4 have merit.

5 Based on these Recitals, the Settling Parties hereby agree as follows.

6 **III. SETTLEMENT TERMS AND CONDITIONS**

7 **A. Maximum Settlement Amount.** In order to settle the Action and Released Claims,
8 Defendant agrees to pay the Maximum Settlement Amount of Four Million and Two Hundred Sixty-
9 Five Thousand Dollars (\$4,265,000.00). This Maximum Settlement Amount is inclusive of all
10 payments described in Section I(N). Under no circumstances shall Defendant be required to pay more
11 than the Maximum Settlement Amount, other than the amount of employer-side payroll taxes owed
12 on the wage portion of the Settlement Shares ("Employer Taxes"). Defendant shall pay the Employer
13 Taxes separately and in addition to the Maximum Settlement Amount.

14 **B. Class Counsel Fees And Expenses.** Defendant and its counsel shall not oppose the
15 application to the Court for an award of up to \$1,411,667.00, which is approximately 33.1% of the
16 Maximum Settlement Amount and reimbursement of litigation costs and expenses of up to Seventy-
17 Five Thousand Dollars and No Cents (\$75,000). The Class Counsel Fees shall be allocated between
18 Class Counsel as follows: 60% to James Hawkins APLC and 40% to Blumenthal Nordrehaug
19 Bhowmik De Blouw LLP. The Class Counsel Expenses shall be allocated between Class Counsel
20 based upon the expenses incurred by each firm as documented to the Court. The Settlement
21 Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and
22 costs awarded to them. Defendant's agreement not to oppose a motion for attorneys' fees or a bill of
23 costs for the aforementioned amounts should not be construed as approval or endorsement by
24 Defendant of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court
25 approves shall be paid from the Maximum Settlement Amount. Should the Court approve and award
26 less than the amount provided for herein, the difference shall be included in the Net Settlement
27 Amount.

28 **C. LWDA Payment.** Settling Parties agree that the amount of \$215,000 of the Maximum

1 Settlement Amount is deemed payment for penalties under PAGA ("PAGA Penalties"), of which 75%
2 shall be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the
3 remaining 25% shall be distributed to the PAGA Employees pursuant to the formula in Section
4 III(F)(3).

5 **D. Class Representatives Service Award.**

6 1. Plaintiffs shall request, and Defendant shall not oppose, incentive payments not
7 to exceed \$10,000 for each of the Class Representatives. The Class Representatives' Service Award
8 is intended as reasonable compensation for the time and effort expended by them as Class
9 Representative and in connection with the initiation and maintenance of this Action. The Class
10 Representatives' Service Award shall be paid from the Maximum Settlement Amount, and shall be
11 paid in addition to whatever payment Plaintiffs are otherwise entitled to as a Participating Class
12 Member. The Class Representatives' Service Award shall be reported to the taxing authorities by
13 means of an IRS Form 1099. The amount of the Class Representatives' Service Award is left to and
14 within the Court's sole discretion. Should the Court approve and award less than the amount provided
15 for herein, or not at all, the difference shall be included in the Net Settlement Amount. The Settling
16 Parties agree that the approval, and amount, of any Class Representatives' Incentive Award in this
17 Action shall be in the Court's sole discretion and not subject to any appeal by Plaintiffs who are the
18 sole recipients of any approved Class Representatives' Service Award. This Settlement is not
19 contingent on Plaintiffs' receipt of any Service Award out of the Maximum Settlement Amount.

20 2. Plaintiffs acknowledge and agrees that Defendant and its attorneys have made
21 no representations or warranties regarding the tax consequences of payment of the Class
22 Representatives' Service Award, and Plaintiffs have not relied on any such representations or
23 warranties. Plaintiffs further agree to pay and bear sole responsibility for all taxes, liens, levies,
24 encumbrances, interest, and penalties that may be due or payable to any taxing authority as a result of
25 payment of any Class Representatives' Service Award. Furthermore, Plaintiffs agree to defend and
26 indemnify Defendant and the other Released Parties in connection with any taxes, fines, interest or
27 penalties incurred as a result of any failure by Plaintiffs to pay taxes due, if any, on the Class
28 Representatives' Service Award paid pursuant to this Agreement.

1 **E. Settlement Administration Costs.** Settling Parties selected ILYM Group to act as
2 the Settlement Administrator and it is estimated that the fees, expenses, and costs for administration
3 of the terms of this Settlement shall not exceed \$65,000. All of the Settlement Administration Costs
4 shall be paid from the Maximum Settlement Amount upon completion of all duties required to be
5 performed by the Claims Administrator under the terms of this Settlement, or as otherwise required
6 by the Court, subject to the “not to exceed” quote from the agreed upon Settlement Administrator.
7 Should the Court approve and award less than the amount provided for herein, or not at all, the
8 difference shall be included in the Net Settlement Amount.

9 **F. Settlement Shares to Class Members.**

10 1. Under the Settlement, each Participating Class Member shall be entitled to
11 payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share). The
12 amount that each Class Member shall be eligible to receive under the Settlement shall be determined
13 by converting the Class Employee Fund into a Pay Period Value. The pay period value will be
14 established by dividing the Class Employee Fund by all pay periods for the Participating Class
15 Members during the Class Period. The pay periods worked by Participating Class Members during
16 the Class Period will be determined by the actual number of pay periods worked by each Participating
17 Class Member based on Defendant’s records. The pay periods worked after February 21, 2020 will
18 be multiplied by two for purposes of determining a Participating Class Member’s pay period count.
19 This weighting is required because a portion of the claims at issue in this Action were previously
20 settled in the case entitled *Diersing v. Sharp Healthcare*, San Diego Superior Court Case Number No.
21 37-2017-00029164-CU-OE-CTL. The Individual Settlement Share for each Participating Class
22 Member will be determined by multiplying the Pay Period Value by each Participating Class
23 Member’s individual pay periods.

24 2. Each Settlement Share of the Class Employee Fund shall be apportioned as
25 follows: 20% as wages (the “Wage Component”) and 80% for interest, penalties, and other non-wage
26 damages (the “Non-Wage Component”). Each Settlement Share shall be subject to reduction for all
27 employee’s share of taxes and withholdings on the Wage Component and shall be reported on IRS W-
28 2 forms, and the net payment will be referred to as “Individual Settlement Payment(s).” No reductions

1 will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage
2 Component, and the Non-Wage Component shall be reported on IRS 1099 forms. All Class Members
3 covered by this Settlement agree that they are not relying on any representations regarding the tax
4 allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to
5 hold Defendant and the other Released Parties harmless for any and all tax consequences relating to
6 the allocation of the payments made under this Settlement.

7 3. Each PAGA Employees' pro rata share of the PAGA Employee Fund
8 ("Individual PAGA Settlement Share") will be determined by converting the portion of the PAGA
9 Employee Fund payable to the PAGA Employees into a Pay Period Value. The pay periods actually
10 worked by PAGA Employees during the PAGA Period will be used to make this calculation. The
11 Individual PAGA Settlement Share for each PAGA Employee will be determined by multiplying the
12 Pay Period Value by each PAGA Employee's individual pay periods. All payments are for penalties
13 and will be reported to the PAGA Employees on IRS Form 1099.

14 **G. Distributions.**

15 1. Within ten business days of the Effective Date, the Settlement Administrator
16 shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant
17 can wire the Maximum Settlement Amount and the Employer Taxes, and Defendant shall wire said
18 amounts within thirty (30) business days of the Effective Date.

19 2. The Settlement Administrator shall distribute Individual Settlement Payments
20 to Participating Class Members, the payment to the Labor and Workforce Development Agency, the
21 Court-approved Class Representatives' Service Awards to Plaintiffs, and Court-approved Class
22 Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from
23 Defendant pursuant to this Paragraph.

24 3. Individual Settlement Payment checks issued to Participating Class Members
25 shall remain valid for a period of 120 calendar days after they issue, and shall be cancelled thereafter.
26 Uncashed checks shall be handled pursuant to the provisions of Code of Civil Procedure section 384.

27 **H. Payments To Class Do Not Trigger Additional or Derivative Payments.** It is
28 expressly understood and agreed that the receipt of payments under the Settlement shall not entitle

1 Plaintiffs or any Participating Class Member to additional or derivative compensation or benefits under
2 any of Defendant's compensation or benefit plans or agreement in place during the period covered by
3 the Settlement, nor shall it entitle Plaintiffs or any Class Member to any increased retirement, 401k
4 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that
5 the payments provided for in this Agreement are the sole payments to be made by Defendant to
6 Plaintiffs and Participating Class Members, and that Plaintiffs and Participating Class Members are
7 not entitled to any additional or derivative compensation or benefits as a result of having received said
8 payments (notwithstanding any contrary language or agreement in any benefit or compensation plan
9 document that might have been in effect during the period covered by this Settlement).

10 **I. Release of Claims.**

11 1. Release of Claims By Participating Class Members. Upon the Effective Date,
12 Defendant and the other Released Parties shall be entitled to a release from the Plaintiffs and the Class
13 Members who do not opt out of the Released Claims which occurred during the Class Period.
14 "Released Claims" means all claims for violations of the following Labor Code sections, as well as
15 civil penalties under PAGA, that were actually alleged or that could have been alleged in the Action
16 by, on behalf of the Class Member and the State of California, themselves and the PAGA Employees
17 for the entire Class Period and the entire PAGA Period, as well as any and all wage and hour claims
18 and that were asserted or could have been asserted based on the factual or legal allegations contained
19 in Plaintiffs' PAGA Letters and Plaintiffs Operative Complaint in the consolidated actions, arising at
20 any time during the Class Period or PAGA Period, including: (a) failure to pay wages including
21 overtime and minimum wage for all hours worked; (b) failure to provide meal periods; (c) failure to
22 provide rest periods; (d) failure to timely pay wages at termination; (e) failure to provide accurate
23 wage statements; (f) failure to indemnify for necessary business expenses; (g) unfair business practices
24 (Business and Professions Code section 17200 et seq.); (h) penalties under PAGA for alleged
25 violations of Labor Code sections 201-203, 204, 210, 221, 226, 226.3, 226.7, 246, 351, 510, 512, 558,
26 1194, 1197, 1197.1, 1198, 1198.5, 2699 et. seq., 2802, 2804; (i) claims for violation of the provisions
27 of Wage Order 5 regarding alleged unpaid wages (both minimum wage and overtime), failure to
28 provide meal periods, failure to authorize and permit rest breaks, failure to provide seating; (j) claims

1 for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class
2 Members and PAGA Employees; (k) any other claims, remedies, penalties, or interest that could have
3 been plead based on the facts alleged in the Complaints filed in the Action; and (l) all claims that
4 Plaintiffs, the Class Members and/or the PAGA Employees may have against the Released Parties
5 relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel
6 pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs'
7 Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective
8 as to the entire PAGA Period and entire Class Period; and expressly excludes all other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
10 Housing Act, unemployment insurance, disability, social security, workers' compensation, and
11 California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.
12 Participating Class Members may discover facts in addition to those they now know or believe to be
13 true with respect to the subject matter of the Released Claims, but upon the Effective Date,
14 Participating Class Members shall be deemed to have, and by operation of the Judgment shall have,
15 fully, finally, and forever settled and released any and all of the Released Claims, without regard to
16 the subsequent discovery or existence of such different or additional facts. Participating Class
17 Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks
18 recovery for any of the Released Claims. It is the intent of the Parties that the Judgment entered by
19 the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members
20 regarding the Released Claims

21 2. Complete And General Release By Class Representatives. Plaintiffs
22 Rosanieves Moran and Mary Canterbury understand that they may hereafter discover facts in addition
23 to or different from those Plaintiffs now know or believe to be true with respect to the subject matter
24 of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the
25 contemplated final judgment shall have, fully, finally, and forever settled and released any and all of
26 the Released Claims, as well as any other known or unknown, suspected or unsuspected, contingent
27 or non-contingent claims, which now exist, or heretofore have existed, upon any theory of law or
28 equity now existing, including, but not limited to, alleged retaliation, conduct that is negligent,

1 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
2 subsequent discovery or existence of such different or additional facts. In exchange for the
3 consideration provided to Plaintiffs Rosanieves Moran and Mary Canterbury under the Settlement,
4 they shall, waive any and all rights Plaintiffs may have under Civil Code section 1542. Section 1542
5 reads as follows: "A general release does not extend to claims that the creditor or releasing party does
6 not know or suspect to exist in his or her favor at the time of executing the release and that, if known
7 by him or her, would have materially affected his or her settlement with the debtor or released party."
8 Plaintiffs Rosanieves Moran and Mary Canterbury understand that they are providing a general release
9 of known and unknown claims to Defendant that is effective when the Court grants final approval of
10 the Settlement and Defendant funds the Settlement. In addition to the Maximum Settlement Amount,
11 Plaintiff Williams will receive payment which can be disclosed to the court upon request and in
12 exchange will provide the Released Parties with a Complete and General Release in a separate release
13 agreement of her individual claims in the Action as of the date she signed the separate release
14 agreement with a section 1542 waiver. Expressly excluded from Plaintiffs Williams' individual
15 settlement agreement is any pending workers compensation claim or any claim that is not covered by
16 the class action settlement that cannot be waived as a matter of law, including claims arising after
17 Plaintiff Williams signs a separate release agreement, and other claims that cannot be waived, such as
18 for unemployment or disability benefits.

19 3. Release of PAGA Claims By State of California and PAGA Employees. Upon
20 the Effective Date, Defendant and the Released Parties shall be entitled to a release from the Plaintiffs,
21 the State of California and all PAGA Employees of all Released Claims for PAGA penalties. PAGA
22 Employees may discover facts in addition to those they now know or believe to be true with respect
23 to the subject matter of the Released Claims, but upon the Effective Date, PAGA Employees shall be
24 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
25 released any and all of the Released Claims, without regard to the subsequent discovery or existence
26 of such different or additional facts. PAGA Employees agree not to sue or otherwise make a claim
27 against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent
28 of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final

1 and binding upon PAGA Employees regarding the Released Claims

2 **J. Motion For Preliminary Approval.**

3 1. Class Counsel will file an unopposed motion with the Court (the "Preliminary
4 Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval
5 Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in
6 substantively the form attached hereto as "Exhibit A"; and approving the procedures and deadlines
7 for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant's
8 Counsel will either not respond or will file a notice of non-opposition to the motion.

9 2. At the hearing on the Preliminary Approval Motion, the Settling Parties will
10 jointly appear, and support the granting of the motion, and submit a proposed order granting
11 preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval
12 Hearing (the "Proposed Order"). The Proposed Order to be submitted to the Court in substantially the
13 form that is attached hereto as "Exhibit B."

14 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
15 deficiencies, ultimately decline to grant preliminarily approval of the Settlement as proposed by the
16 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the
17 Settling Parties will revert to their respective positions.

18 **K. Mailing Of Class Notice To Class Members.**

19 After the Court enters its order granting preliminary approval of the Settlement, all Class
20 Members will be provided with the Class Notice by the Settlement Administrator as follows:

21 1. Within ten (10) business days after the Court grants preliminary approval of the
22 Settlement, Defendant shall provide to the Settlement Administrator the last-known contact
23 information that it has for the Class Members, including their full name, mailing addresses, telephone
24 numbers, Social Security numbers, start and end dates of employment, and the number of Pay Periods
25 actually worked during the Class Period and during the PAGA Period ("Class Data List"). A redacted
26 version of the Class Data List, without any personal contact information or Social Security numbers,
27 shall be provided to Class Counsel, and this list shall be used for no purpose other than to monitor the
28 administration of the Settlement. All data and information provided to the Settlement Administrator

1 and Class Counsel by way of the Class Data List shall be treated as confidential and shall not be
2 disclosed to anyone, except as may be required to applicable tax authorities, pursuant to Defendant'
3 express written consent, by order of the Court, or to carry out the reasonable steps described in this
4 Settlement to locate missing Class Members.

5 2. Within fourteen (14) calendar days after receiving the Class Data List from
6 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members
7 via first-class U.S. Mail, using the last known address information provided by Defendant, unless such
8 address is modified by any updated address information that the Settlement Administrator obtains in
9 the course of administration of the Settlement. Prior to completing this mailing, the Settlement
10 Administrator shall perform a National Change of Address ("NCOA") search to confirm the validity
11 of and update Class Members' mailing addresses.

12 3. If any Class Notice is returned as undeliverable with a forwarding address
13 within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall
14 have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice
15 is returned as undeliverable without a forwarding address within thirty (30) calendar days of the
16 mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt
17 of the returned Class Notice to search for a more current address for the Class Member and to re-mail
18 the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement
19 Administrator shall be responsible for taking all reasonable steps, consistent with its agreed upon job
20 parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer
21 the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for
22 all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class
23 Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for
24 its own records the date and address of each such re-mailing and so notify Class Counsel and
25 Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two
26 mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response
27 Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the
28 remailing of a Class Notice in accordance with the Agreement, whichever is later.

1 4. The Settlement Administrator shall provide weekly status reports to counsel for
2 the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of
3 objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c)
4 the number of requests to opt-out of the Settlement, if any are received.

5 5. No later than ten (10) business days after the Response Deadline, the Settlement
6 Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing with the
7 Court in support of Plaintiffs' motion for final approval of the Settlement, setting forth its due diligence
8 and compliance with its obligations under this Settlement.

9 **L. Opt-Outs and Objections To Settlement.**

10 Class Members are not required to sign a claim form to participate in the Settlement. Class
11 Members may opt out of the Settlement or submit objections to the Settlement pursuant to the
12 following procedures:

13 1. The Class Notice shall provide that Class Members who do not want to
14 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
15 out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than forty-five (45)
16 calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response
17 Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the
18 Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to
19 opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the
20 person submitting the request seeks to be excluded from the Settlement. If the Opt-Out Notice does
21 not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator
22 postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the
23 postmark on the return mailing envelope shall be the exclusive means used to determine whether the
24 Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-
25 Out Notice shall not be entitled to any recovery under the Settlement and shall not be bound by the
26 terms of the Settlement, and shall not have any right to object, appeal, or comment thereon. The
27 submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to their Individual
28 PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall

1 be Class Members bound by all terms of the Settlement and the contemplated Judgment if the
2 Settlement is granted final approval by the Court. No later than ten (10) business days after the
3 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's
4 Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out
5 Notices, including their full names.

6 2. The Class Notice shall provide that Participating Class Members (i.e., Class
7 Members who are not seeking to opt out of the Settlement) who wish to object to the Settlement must
8 submit to the Settlement Administrator a written statement explaining their objection to the Settlement
9 no later than the Response Deadline. Alternatively, or in addition to a written objection, Class
10 Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member
11 opts out of the Settlement, they cannot object to the Settlement.

12 3. A Class Member who does not make an oral objection at the Final Approval
13 Hearing or does not submit a written objection in the manner and by the Response Deadline specified
14 above shall be deemed to have waived all objections and shall be foreclosed from making any
15 objections to the Settlement, whether by appeal or otherwise.

16 4. If a Class Member who has timely filed an objection to the Settlement files a
17 Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant
18 shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement
19 Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of
20 the Settlement or dismissed with prejudice.

21 5. The Parties agree that there is no statutory right for any PAGA Employee to
22 object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. Except
23 as otherwise stated, Plaintiffs shall vigorously defend against any attempt by any PAGA Employee or
24 by any entity or agency to intervene in this matter or object to/opt-out of this settlement. Further, there
25 is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the
26 Court. The Parties shall jointly defend against any appeal filed with respect to the Final Order as it
27 pertains to the PAGA part of the Settlement.

1 **M. Resolution of Class Member Disputes Over Pay Periods.**

2 1. If a Class Member disputes the number of Pay Periods credited to him or her,
3 which will be stated in the Class Notice, the Class Member must submit a written dispute to the
4 Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a)
5 contain the full name, address, and last four digits of the Social Security number of the Class Member;
6 (b) be signed by the Class Member; (c) reference the Action by its name and case number; (d) contain
7 a statement clearly indicating that the Class Member disputes the number of Pay Periods that are
8 credited to him or her and the number of Pay Periods that the Class Member claims should be credited
9 to him or her; and (e) attach supporting documentation, if any, that they may have. If such a dispute
10 arises with respect to a Class Member, the Settlement Administrator shall inform Class Counsel and
11 Defendant's Counsel. Defendant shall manually review its payroll and personnel records to verify the
12 correct number of pay Periods for the disputing Class Member. Defendant's records shall have a
13 rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly
14 determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the
15 Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration
16 to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-
17 appealable.

18 **N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their
19 respective counsel or management shall solicit or otherwise encourage any Class Member, directly or
20 indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the
21 Judgment.

22 **O. Additional Briefing and Final Approval.**

23 1. As soon as practicable following the Response Deadline, Plaintiffs shall move
24 the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the
25 motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days
26 before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support
27 of the motion or such other papers as may be necessary or helpful to the Court regarding the subject
28 matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representatives' Service Awards, does not constitute grounds to terminate or void the Settlement.

2. Defendant has the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel within ten (10) business days of Defendant's Counsel receiving notification from the Settlement Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement, then Defendant shall be responsible for paying all Settlement Administration Costs.

3. Defendant represented at the mediation that there were 830,186 potential pay periods as of May 14, 2022. If it is determined that said representation was off by more than 10% than the parties will conduct further negotiations to determine if an agreement can be reached regarding an increase to the Maximum Settlement Amount. If an agreement cannot be reached, Plaintiffs can withdraw from the settlement agreement.

4. Either Settling Party may terminate this Settlement by giving written notice to the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement does not become final because of any appellate court action; or (iii) the Court's final approval of the Settlement is reversed or materially modified on appellate review.

1 5. In the event of termination of this Settlement as provided above, this Settlement
2 shall become and be considered null and void, and it shall have the following effects: (i) the Settling
3 Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation
4 to make any payments to any person, party, Class Member or attorney that otherwise would have been
5 owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall
6 pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
7 Settlement is terminated; (iii) in case of termination under Section III (P)(3), the Parties shall split the
8 Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is
9 terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall
10 be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their
11 respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any
12 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
13 associated with the mediation) shall be admissible or offered into evidence in the Action or any other
14 case or proceeding for any purpose whatsoever.

15 6. Notice of the termination of the Settlement by a Settling Party must be provided
16 to counsel for the other Settling Party in writing.

17 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
18 Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the
19 Settling Parties shall confer in good faith in an attempt to resolve the dispute.

20 **R. Waiver of Right To Appeal.** Plaintiffs and Class Counsel waive all appeals from the
21 Court's Final Approval of this Settlement.

22 **S. Publicity.** Neither Plaintiffs nor Class Counsel will publicize this Settlement by
23 Defendant's name or location (i.e., an institution in San Diego), through a press release, posting on the
24 website of Class Counsel, in social media or by any other public means, other than in necessary Court
25 filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit
26 (i) Plaintiffs from discussing this Settlement with their respective spouse or partner, attorneys or tax
27 advisor; or (ii) Class Counsel from communicating with putative class members in this case or with
28 the Court in which the Action is pending.

To Class Counsel:

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
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Tel.: (949) 387-7200
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To Defendant:

Jody A. Landry, Esq.
jlandry@littler.com
LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: 2/9/2023

DocuSigned by:

Rosanieves Moran
Plaintiff

1 Dated: Feb 7, 2023


Shalecia Williams (Feb 7, 2023 17:03 PST)

Shalecia Williams
Plaintiff

2
3 Dated: Feb 7, 2023


Mary Canterbury (Feb 7, 2023 18:21 PST)

Mary Canterbury
Plaintiff

4
5 For SHARP HEALTHCARE
6 A California nonprofit public benefit corporation:

7 Dated: 2-15-2023


RICK L. GROSSMAN
S.V.P. + GENERAL COUNSEL

8
9 4870-8227-9503.1 / 051375-1081

EXHIBIT A

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO
10

11 ROSANIEVES MORAN, SHALIECIA
12 WILLIAMS, and MARY CANTERBURY,
13 individually and on behalf of all others similarly
14 situated,

15 Plaintiffs,

16 v.

17 SHARP HEALTHCARE, a California
18 Corporation; and DOES 1-50, inclusive,

19 Defendant.
20
21

Case No. 37-2019-00050203-CU-OE-CTL
Consolidated with
Case No. 37-2021-00041988-CU-OE-CTL
Case No. 37-2021-00051867-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE Richard S. Whitney, Dept. C-68

**NOTICE OF PROPOSED CLASS
ACTION/PAGA SETTLEMENT AND
FAIRNESS HEARING**

Date: ____
Time: ____
Dept.: C-68

Complaint Filed: September 23, 2019

22 TO: All current and former non-exempt employees of Sharp Healthcare, excluding bargaining unit
23 nurses, from September 23, 2015 through March 12, 2023.

24 **THIS NOTICE MAY AFFECT YOUR RIGHTS.**

25 **PLEASE READ THIS NOTICE CAREFULLY.**

26 YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR
27 _____, 2023 AT _____ BEFORE THE HONORABLE RICHARD S. WHITNEY,
28 SUPERIOR COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, TO
CONSIDER A PROPOSED SETTLEMENT OF THE CLAIMS THAT HAVE BEEN BROUGHT
ON YOUR BEHALF.

1 This notice summarizes the proposed settlement. For the precise terms and conditions of the
2 settlement, please see the settlement agreement available at _____, by
3 contacting Class Counsel (contact information set out in section VII below), by accessing the Court
4 docket in this case through the online Register of Actions at <https://roa.sdcourt.ca.gov/roa/>, or by
5 visiting the office of the Clerk of the Court located at 330 W. Broadway, San Diego, California, 92101,
6 Monday through Friday, excluding Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE
7 THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.
8 The Amount you will be paid under this Settlement is on the last page of this document.

9 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

10 Do Nothing and 11 Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< __ >>. See the explanation in Exhibit A. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Claims as detailed below. If your address has changed, you must notify the Settlement Administrator as explained below.
12 Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an PAGA Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released Claims for PAGA Penalties regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained below in Part VI.
13 Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided below in Part V.

14 Your options are further explained in this Class Notice. To exclude yourself from, or object to, the
15 settlement you must take action by certain deadlines. If you want the Settlement as proposed, you
16 don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against
17 you for any actions you take with respect to the Settlement.

18 **I. INTRODUCTION**

19 On September 23, 2019, Plaintiff Rosanieves Moran filed a lawsuit against Defendant Sharp
20 Healthcare ("Sharp" or "Defendant") for damages, interest, penalties and other monetary relief for
21 failure to pay all wages owed, provide meal period, failure to authorize rest breaks, inaccurate wage
22 statements and other related claims including penalties under the Private Attorney General Act
23 ("PAGA"). On October 1, 2021 Plaintiffs Shaliecia Williams and Mary Canterbury filed a class action
24 lawsuit and on December 10, 2021 they filed a PAGA lawsuit. A Consolidated Third Amended
25 Complaint was filed on June 2, 2022 consolidating the three lawsuits ("Operative Complaint").

1 Rosanieves Moran, Shaliecia Williams and Mary Canterbury are jointly referred to herein as
2 "Plaintiffs".

3 Class Counsel in this matter are James R. Hawkins and Greg Mauro of James Hawkins APLC
4 and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal Nordrehaug
5 Bhowmik De Blouw LLP.

6 A tentative settlement of the case has been reached with Sharp. The settlement applies to the
7 following settlement "Class" defined as: All current and former non-exempt employees of Sharp,
8 excluding bargaining unit nurses, from September 23, 2015 through March 12, 2023 ("Class Period").

9 II. THE REASON YOU HAVE RECEIVED THIS NOTICE

10 You are a Class Member for purposes of the settlement of this case. Your rights will be
11 affected because the current Plaintiffs/Class Representatives, Rosanieves Moran, Shaliecia Williams
12 and Mary Canterbury and Sharp ("the Parties"), have tentatively settled the lawsuit. Pursuant to that
13 tentative settlement, the Court is considering the entry and final approval of the settlement. On *[insert*
14 *date of preliminary approval]*, 2023, the Court preliminarily determined that this lawsuit could be
15 settled against Sharp.

16 You are hereby notified that:

- 17 1. A settlement of the claims of on behalf of Class Members has been proposed by Class
18 Representatives Rosanieves Moran, Shaliecia a Williams and Mary Canterbury, on the one
19 hand, and Sharp, on the other.
- 20 2. The proposed settlement has been submitted to the Court and has received preliminary
21 approval.
- 22 3. You and any Class Members have the right to object to the proposed settlement by following
23 the procedures in Part V of this notice or to opt out of the proposed settlement by following
24 the procedures set forth in Part VI of this notice.
- 25 4. A hearing to finally approve the settlement is scheduled for _____, 2023 at _____
26 in Dept. 68, at the San Diego Superior Court, located at 330 W. Broadway, San Diego,
27 California, 92101, before the Honorable Richard S. Whitney.

28 At the hearing, any Class Member who did not opt-out may appear and object to the proposed
settlement. However, following the procedures set forth in Part V of this Notice are strongly
encouraged. You should read that part carefully.

This notice is not to be understood as an expression of any opinion by the Court as to the merits
of any claims or defenses asserted by any party in these lawsuits. This notice is sent for the sole
purpose of informing you of the pendency of this lawsuit and the terms of the proposed settlement so
that you may make appropriate decisions. You may obtain a copy of the Settlement Agreement by
contacting Class Counsel, who are identified in Part VII below.

III. NATURE OF THE LAWSUIT

In this case, Plaintiffs sued Sharp for that alleged violations of California's wage and hour laws
with respect to Plaintiffs and Class Members by, *inter alia*, failing to pay for all wages, failure to
provide legally compliant meal periods, rest breaks or pay a premium in lieu thereof, failure to timely
pay wages at termination, failing to provide compliant wage statements, failure to reimburse expenses
and thereby also violated California Business & Professions Code section 17200, et seq. and seeks

1 penalties under PAGA, as well as fees and costs. Sharp denied and continues to deny all of the
2 allegations made by Plaintiffs.

3 Plaintiffs and Sharp have tentatively settled this lawsuit. The settlement has received
4 preliminary approval of the Court, subject to notice being provided to Class Members and final
5 approval by the Court after a public hearing. This proposed settlement is described in the next section.

6 As a Class Member, you will receive money from the proposed settlement if the Court grants
7 final approval. If the proposed settlement is not approved, then the offer of settlement will be deemed
8 withdrawn, and the case will proceed in Court as if no settlement had ever been made.

9 **IV. SUMMARY OF THE RELIEF GRANTED BY THE PROPOSED SETTLEMENT** 10 **AGREEMENT**

11 For purposes of settlement, and without admitting any liability, Sharp has agreed to provide
12 certain relief to Class Members. The following is only a summary of the relief contained in the
13 proposed settlement. In the event there are any conflicts between this Notice and the Settlement
14 Agreement, the terms of the Settlement Agreement shall govern. The relief granted by the proposed
15 Settlement Agreement is summarized as follows:

- 16 1. Sharp will pay the total sum of Four Million and Two Hundred Sixty-Five Thousand Dollars
17 (\$4,265,000.00) ("Maximum Settlement Amount"). All of the following payments will be
18 made out of the Maximum Settlement Amount: attorneys' fees and costs awarded to Class
19 Counsel, any enhancement awarded to the Class Representatives, the costs of the appointed
20 Settlement Administrator, \$215,000.00 deemed payment for PAGA penalties (the "PAGA
21 Payment") (75% goes to the LWDA and 25% to Class Members who worked from September
22 23, 2018 through March 12, 2023 (the "PAGA Employees")), and employee-side payroll taxes
23 on the portion of the settlement treated as wages. Employer-side payroll taxes shall be paid in
24 addition to the Maximum Settlement Amount.
- 25 2. Out of the Maximum Settlement Amount, Sharp will pay reasonable attorneys' fees as
26 determined by the Court not to exceed \$1,411,667.00 and actual costs incurred by Class
27 Counsel (not to exceed \$75,000). All payments for attorneys' fees and costs will be paid from
28 the Maximum Settlement Amount, which will reduce any payments made to the Class
Members. Class Counsel will apply to the court for approval of their attorneys' fees and costs
at the hearing scheduled for *[insert final approval date]*, 2023 at _____.
3. Plaintiffs will apply for an service awards in the amount of \$10,000 each. The service award
is in recognition of the time and efforts Plaintiffs expended in this case on behalf of the Class
Members.
4. The settlement provides monetary compensation to Class Members for unpaid compensation,
unpaid premiums, interest thereon, PAGA penalties and other penalties.
5. Any Participating Class Member has the right to object to the proposed settlement by following
the procedures set forth in Part V below or to opt out as set forth in Part V below.
6. In exchange for the payments set for above, the Class Member will provide Sharp with the
releases set forth in Section VIII below.

1 Calculation of Settlement Shares to Class Members. Under the Settlement, each Participating
2 Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e.,
3 his or her Settlement Share). The amount that each Class Member shall be eligible to receive under
4 the Settlement shall be determined by converting the Class Employee Fund into a Pay Period Value.
5 The pay period value will be established by dividing the Class Employee Fund by all pay periods for
6 the Participating Class Members during the Class Period. The pay periods worked by Participating
7 Class Members during the Class Period will be determined by the actual number of pay periods worked
8 by each Participating Class Member based on Defendant's records. The pay periods worked after
9 February 21, 2020 will be multiplied by two for purposes of determining a Participating Class
10 Member's pay period count. This weighting is required because a portion of the claims at issue in this
11 Action were previously settled in the case entitled *Diersing v. Sharp Healthcare*, San Diego Superior
12 Court Case Number No. 37-2017-00029164-CU-OE-CTL. The Individual Settlement Share for each
13 Participating Class Member will be determined by multiplying the Pay Period Value by each
14 Participating Class Member's individual pay periods.

15 Based upon the equitable formula that has been devised, not all Participating Class Members will
16 receive the same amount from the settlement. Monies paid pursuant to the settlement are taxable; all
17 lawful payroll deductions will be taken from 20% of each Class Member's payment, while the
18 remaining 80% will be paid without payroll deductions. PAGA Employees portion of the PAGA
19 Payment will be paid without payroll deductions.

20 This Settlement is conditioned upon the Court granting final approval of the Settlement and
21 entering the Judgment. If final approval is granted, settlement checks will be mailed to the same
22 address as this Class Notice. **You do not have to do anything to receive a payment.** If your address
23 has changed, you must contact the Settlement Administrator to inform them of your correct address to
24 ensure you receive your payment.

25 **V. HEARING AND PROCEDURE FOR OBJECTING TO THE SETTLEMENT**

26 **AGREEMENT**

27 Unless you object to the proposed Settlement Agreement, you do not need to appear at the
28 hearing at which the Court will consider final approval of the Settlement Agreement. If you object you
29 can appear at the hearing or submit a written objection. All written objections and supporting papers
30 must (a) clearly identify the case name and number (*Moran et al. v. Sharp Healthcare.*, Case No. 37-
31 37-2019-00050203-CU-OE-CTL, (b) be submitted to the Court either by mailing them to Class Action
32 Clerk, San Diego Superior Court, 330 W. Broadway, San Diego, California, 92101 and to the
33 Settlement Administrator at _____, and (c) be filed or postmarked on or before
34 _____ 2023.

35 **VI. OPT-OUT PROCEDURE**

36 You may opt-out of the settlement by submitting an opt-out notice to the Settlement
37 Administrator at [list address] not later than forty-five (45) calendar days after the date that the
38 Settlement Administrator first mails the Class Notice – that means that it must be post-marked by
39 _____, 2023. To be valid, the opt-out notice: (1) must contain your full name, address and last four
40 digits of your social security number; and (2) must be signed by you. The opt-out notice should also
41 state in substance: "*I wish to opt-out of the class action settlement in the Moran case and that I*
42 *understand that by requesting to opt-out of the settlement, I will receive no money from the settlement.*"
43 If the opt-out notice does not contain the information listed in (1)-(2) or is not postmarked by the date
44 stated above and returned to the Settlement Administrator at the specified address, it will not be
45 deemed a timely and valid request to opt-out of the settlement. The date of the postmark on the return
46 mailing envelope shall be the exclusive means used to determine whether the opt-out form has been
47 timely submitted. Any Class Members who submit a timely and valid opt-out notice from the
48 settlement will not be entitled to any recovery under the settlement (except for his or her portion of
49 the PAGA Payment, if applicable) and will not be bound by the terms of the settlement or have any

1 right to object, appeal, or comment thereon. Class Members who fail to submit a timely and valid opt-
2 out request on or before the Response Deadline shall be Class Members bound by all terms of the
3 settlement and the Final Approval Order entered in this Action if the settlement is approved by the
4 Court. If you opt-out you have no right to object to the settlement.

4 VII. CLASS COUNSEL

5 If you have any questions concerning the proposed Settlement Agreement, or this Notice, you
6 may contact either of the following Class Counsel:

7 JAMES HAWKINS APLC
8 James R. Hawkins, Esq.
9 Gregory Mauro, Esq.
10 Michael Calvo, Esq.
11 9880 Research Drive, Suite 800
12 Irvine, CA 92618
13 Tel.: (949) 387-7200
14 Fax: (949) 387-6676
15 Email: James@jameshawkinsaplc.com
16 Email: Greg@jameshawkinsaplc.com
17 Email: Michael@jameshawkinsaplc.com

14 Norman B. Blumenthal
15 Kyle R. Nordrehaug
16 Aparajit Bhowmik
17 BLUMENTHAL, NORDREHAUG, BHOWMIK,
18 DE BLOUW LLP
19 2255 Calle Clara
20 La Jolla, CA 92037
21 Telephone: (858) 551-1223
22 Fax: (858) 551-1232
23 email: norm@bamlawca.com
24 email: kyle@bamlawca.com
25 email: aj@bamlawca.com

21 VIII. Releases

22 If you participate in the settlement you will agree to provide the following release of claims
23 against Sharp:

24 1. "Released Claims" means all claims for violations of the following Labor Code
25 sections, as well as civil penalties under PAGA, that were actually alleged or that could have been
26 alleged in the Action by, on behalf of the Class Member and the State of California, themselves and
27 the PAGA Employees for the entire Class Period and the entire PAGA Period, as well as any and all
28 wage and hour claims and that were asserted or could have been asserted based on the factual or legal
allegations contained in Plaintiffs' PAGA Letters and Plaintiffs Operative Complaint in the
consolidated actions, arising at any time during the Class Period or PAGA Period, including: (a)
failure to pay wages including overtime and minimum wage for all hours worked; (b) failure to
provide meal periods; (c) failure to provide rest periods; (d) failure to timely pay wages at
termination; (e) failure to provide accurate wage statements; (f) failure to indemnify for necessary
business expenses; (g) unfair business practices (Business and Professions Code section 17200 et

1 seq.); (h) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210,
2 221, 226, 226.3, 226.7, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, 2699 et. seq.,
3 2802, 2804; (i) claims for violation of the provisions of Wage Order 5 regarding alleged unpaid
4 wages (both minimum wage and overtime), failure to provide meal periods, failure to authorize and
5 permit rest breaks, failure to provide seating; (j) claims for the attorney's fees and costs incurred in
6 the prosecution of this Action on behalf of the Class Members and PAGA Employees; (k) any other
7 claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the
8 Complaints filed in the Action; and (l) all claims that Plaintiffs, the Class Members and/or the PAGA
9 Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation
10 of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement; and (ii) the
11 payment, taxation, and allocation of Plaintiffs' Payment pursuant to this Settlement Agreement. The
12 release of the Released Claims shall be effective as to the entire PAGA Period and entire Class
13 Period; and expressly excludes all other claims, including claims for vested benefits, wrongful
14 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
15 social security, workers' compensation, and California class claims outside of the Class Period, and
16 PAGA claims outside of the PAGA period.

17
18 2. As of the Effective Date, Plaintiffs and the Participating Class Members (those who
19 do not opt-out) release the Released Parties from the Released Claims in exchange for the
20 consideration provided by the Settlement Agreement. The "Released Parties" are Sharp and its
21 related organizations, and each of their company-sponsored employee benefit plans, and their
22 respective successors and predecessors in interest, all of their respective officers, directors,
23 employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future
24 officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
25 auditors, consultants, and attorneys.

26
27 3. Upon the Effective Date Sharp shall be entitled to a release from the Plaintiffs and the
28 Class Members who do not opt out of the Released Claims which occurred during the Class Period
and a release from the Plaintiffs, the State of California and all PAGA Employees of all Released
Claims for PAGA penalties. Both PAGA Employees and/or Participating Class Members may
discover facts in addition to those they now know or believe to be true with respect to the subject
matter of the Released Claims, but upon the Effective Date, PAGA Employees and Participating
Class Members shall be deemed to have, and by operation of the Settlement Approval order shall
have, fully, finally, and forever settled and released any and all of the Released Claims, without
regard to the subsequent discovery or existence of such different or additional facts. PAGA
Employees and Participating Class Members agree not to sue or otherwise make a claim against any
of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the
Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and
be final and binding upon PAGA Employees and Participating Class Members regarding the
Released Claims.

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**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR
THE OFFICE OF THE CLERK FOR INFORMATION REGARDING
THIS SETTLEMENT OR THE CLAIM PROCESS.**

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EXHIBIT A

[name/ID#]

Sharp's records indicate that during the applicable time period, from September 23, 2015 through March 12, 2023, you worked ____ Pay Periods as a non-exempt employee for Sharp. If you disagree with the Pay Periods figure as set forth above, you must notify the Settlement Administrator in writing by the deadline of _____, 2023 and attach documentation supporting your dispute. Failure to provide this information and satisfactory supporting documentation of the Pay Periods you believe you worked for Sharp during the applicable time period will result in any claim you submit being based solely on Sharp's records.

ESTIMATED SETTLEMENT SHARE

Based on the above your estimated payment is \$ _____ ("Settlement Share"). This estimated amount is only an estimate. The actual amount of your Settlement Share may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Members. As a result, you may receive a smaller, or larger, payment.

4879-6884-9999 1 / 051375-1081

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ROSANIEVES MORAN, SHALIECIA
WILLIAMS, and MARY CANTERBURY,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

SHARP HEALTHCARE, a California
Corporation; and DOES 1-50, inclusive,

Defendant.

Case No. 37-2019-00050203-CU-OE-CTL
Consolidated with
Case No. 37-2021-00041988-CU-OE-CTL
Case No. 37-2021-00051867-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE Richard S. Whitney, Dept. C-68

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS/PAGE
SETTLEMENT**

Date: _____
Time: _____
Dept. C-68

Complaint Filed: September 23, 2019

1
2 WHEREAS this Action is pending before this Court as a putative class action lawsuit and
3 Private Attorney General Action brought by the Plaintiffs Rosanieves Moran, Shaliecia Williams and
4 Mary Canterbury ("Plaintiffs") against Defendant Sharp Healthcare ("Defendant"); and

5 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
6 settlement of the Action in accordance with the Joint Stipulation of Class Action and Private Attorney
7 General Act ("PAGA") Settlement and Release (the "Stipulation" or "Settlement" or "Agreement"),
8 which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
9 Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the
10 Court having read and considered the Stipulation and the exhibits annexed thereto;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
13 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the
14 Parties' Stipulation, the Court hereby conditionally certifies the following Class for settlement
15 purposes only: All current and former non- employees of Defendant, excluding bargaining unit nurses,
16 from September 23, 2015 through March 13, 2023.

17 2. Upon the Effective Date, Participating Class Members who do not opt out of the
18 Settlement will release all claims that were alleged or that could have been alleged based on the facts
19 of Plaintiffs' operative complaint as defined in the Stipulation as "Released Claims" from September
20 23, 2015 through March 13, 2023. The "Released Parties" are Defendant and its affiliates, parent, and
21 each of their company-sponsored employee benefit plans, and their respective successors and
22 predecessors in interest, all of their respective officers, directors, employees, administrators,
23 fiduciaries, trustees and agents, and each of their past, present and future officers, directors
24 shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors,
25 consultants, and attorneys.

26 3. Should, for whatever reason, the Settlement not become final, the fact that the Parties
27 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
28

1 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
2 context.

3 4. Plaintiffs are hereby appointed and designated, for all purposes, as the Class
4 Representatives of the Class, and the following attorneys are hereby appointed and designated as
5 counsel for the Class Representatives and the Class: James R. Hawkins and Greg Mauro of James
6 Hawkins APLC and Norman Blumenthal, Kyle Nordrehaug and Nicholas De Blouw of Blumenthal
7 Nordrehaug Bhowmik De Blouw LLP ("Class Counsel"). Class Counsel are authorized to act on
8 behalf of Class Members with respect to all acts or consents required by, or which may be given
9 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
10 Any Class Member may enter an appearance through counsel of such Class Member's own choosing
11 and at such Class Member's own expense. Any Class Member who does not enter an appearance or
12 appear on his or her own will be represented by Class Counsel.

13 5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
14 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
15 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
16 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
17 balanced against the potential outcomes of further litigation relating to liability and damages issues.
18 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
19 arms-length negotiations by Defendants and Plaintiff (the "Settling Parties").

20 6. A final approval hearing (the "Final Approval Hearing") shall be held before this Court,
21 located at 330 W. Broadway, San Diego, California, 92101, on _____, 2023 at _____.m.,
22 in Department C-68, to determine all necessary matters concerning the Settlement, including: whether
23 the proposed settlement of the Action should be finally approved by the Court; whether a Judgment,
24 as provided in the Stipulation, should be entered herein; whether the plan of allocation contained in
25 the Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to
26 finally approve Class Counsel's Fees and Expenses, the Class Representatives' service awards, the
27 PAGA Payment and the Settlement Administration Costs.

1 7. The Court hereby approves, as to form and content, the Class Notice, attached as
2 Exhibit A to the Stipulation. The Court finds that distribution of the Class Notice, substantially in the
3 manner and form set forth in the Stipulation and this Order, meets the requirements of due process, is
4 the best notice practicable under the circumstances, and will constitute due and sufficient notice to all
5 persons entitled thereto.

6 8. The Court hereby appoints ILYM Group as Settlement Administrator and hereby
7 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
8 the Class Notice by first class mail at their last known address within ten (10) calendar days of
9 receiving a Class List from Defendant.

10 9. Any Class Member (as defined by the Stipulation) may choose to opt-out of the
11 Settlement or object to the Settlement as provided in the Class Notice by following the instructions for
12 requesting exclusion from the Class or objecting to the settlement. Class Members will have forty-
13 five (45) days from the date of mailing of the Class Notice in which to postmark objections or a notice
14 of opting out. Prior to the initial mailing, the Settlement Administrator will check all Class Member
15 addresses against the National Change of Address database and shall update any addresses before
16 mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail
17 within five (5) days of receiving notice that a Notice was undeliverable. The obligation to trace and
18 resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial
19 mailing, whichever occurs first. The Response Deadline shall be either the original Response Deadline
20 or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement,
21 whichever is later Any written request to opt-out must be signed by each such person opting out. All
22 Class Members who do not timely and properly notify the Settlement Administrator of their desire to
23 opt-out of the Settlement, shall become bound by all determinations of the Court, the Stipulation and
24 Judgment.

25 10. Any Class Member who did not opt-out may appear at the Settlement Hearing and may
26 object to the Settlement, and may present evidence and file briefs or other papers that may be proper
27 and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order
28 to object the Class Member may submit to the Settlement Administrator a written statement explaining

1 then Objection to the Settlement no later than the _____, 2023. Counsel for the Parties shall file any
2 response to the objections submitted by objecting Class Members at least ten (10) court days before
3 the date of the Final Approval Hearing.

4 11. The Settlement is not a concession or admission, and shall not be used against
5 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
6 any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is
7 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related
8 to the Settlement, nor any reports or accounts thereof, shall in any event be:

9 a. Construed as, offered or admitted in evidence as, received as or deemed to be
10 evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by any of the Settling or Released
12 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

13 b. Disclosed, referred to, or offered or received in evidence against any of the
14 Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or
15 administrative action or proceeding, except for purposes of settling the Action pursuant to the
16 Stipulation.

17 12. As of the date this Order is signed, all dates and deadlines associated with the Action
18 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

19 13. In the event the Settlement does not become effective in accordance with the terms of
20 the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties
22 shall revert to their respective positions as of before entering into the Stipulation

23 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
24 dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction
25 to consider all further applications arising out of or connected with the proposed Settlement.

26
27 Dated: _____

JUDGE OF THE SUPERIOR COURT

28 4890-9036-7567 1 / 051375-1081

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

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

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)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

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District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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

AUGUST 21, 2023

SHALIECIA WILLIAMS

RE: SHARP HEALTHCARE (SRS)
FILE NUMBER: CA2352.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/15/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESERACH REGARDING RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS.	3.10	850	2,635.00
02/16/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW PAYSTUBS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME.	4.50	850	3,825.00
03/01/21	ND	REVIEW AND ANALYZE OFF THE CLOCK CLAIMS AND REGULAR RATE ISSUES. REVIEW DOCS AND EMAILS FORM CLIENT REGARDING WORKPLACE RETALIATION AND DISCRIMINATION. CALL WITH CALIENT. LEGAL RESEARCH REGARDING DFEH CLAIMS AND STAUTE OF LIMITATIONS.	4.00	850	3,400.00
04/02/21	ND	LEGAL RESEARCH REGARDING COLLECTIVE BARGAINING AGREEMENTS AND PRE-EMPTION ISSUES.	2.80	850	2,380.00
04/13/21	SB	REVIEW EMPLOYMENT FILE, PREPARE INITIAL CASE ANALYSIS	2.80	450	1,260.00
04/14/21	ND	DRAFT ORIGINAL COMPLAINT. REVIEW FACTS AND LAW.	4.50	850	3,825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/16/21	SB	DRAFT COMPLAINT	2.80	450	1,260.00
05/04/21	ND	REVIEW AND REVISE COMPLAINT. ADD 2802 CLAIMS. DISCUSS WITH S. BLUMENTHAL.	3.50	850	2,975.00
05/05/21	SB	REVISE COMPLAINT FOR CLIENT'S APPROVAL, ADVISE ND	2.40	450	1,080.00
05/20/21	SB	REVIEW EMPLOYMENT FILE FOR NEW REP, ANALYZE CLAIMS, ADVISE ND	2.80	450	1,260.00
05/21/21	SB	REVISE INITIAL COMPLAINT	2.40	450	1,080.00
05/24/21	SB	ADD ADDITIONAL REP TO COMPLAINT, ANALYZE NEW CLAIMS, ADVISE ND	2.80	450	1,260.00
05/25/21	SB	SPEAK WITH CLIENT, ADD INDIVIDUAL CLAIMS TO ORIGINAL COMPLAINT	2.80	450	1,260.00
05/26/21	SB	PREPARE CASE NOTES AND PAGA NOTICE	2.40	450	1,080.00
06/25/21	ND	REVIEW AND ANALZE EMPLOYMENT FILE OF PLAINTIFF CANTERBURY. CONFERENCE WITH PLAINTIFF CANTERBURY TO DISCUSS FACTS AND STATUS OF LAWSUIT.	3.50	850	2,975.00
07/25/21	ND	REVIEW PAY STUBS AND TIME RECORDS FOR OVERTIME AND MEAL BREAK CLAIMS. REVIEW AND ANALYZE CLASS CERTIFICATION ORDERS FOR PREVIOUS CASES INVOLVING SIMILAR CLAIMS AND FACTS IN HOSPITAL SETTING.	3.90	850	3,315.00
09/01/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
09/03/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
09/28/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMETNS; EMPLOYEE	2.50	675	1,687.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		HANDBOOK & NEW EMPLOYEE ORIENTATION			
09/28/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
09/29/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT DRAFT; EDIT 246 ALLEGATIONS; FINALIZE DRAFT	2.50	675	1,687.50
09/30/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	675	2,700.00
09/30/21	ND	REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. LEGAL RESEARCH REGARDING LABOR CODE 246 AND PRIVATE RIGHT OF ACTION.	3.00	850	2,550.00
10/01/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION	0.50	675	337.50
10/01/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; E-FILE IN SD SUP. CT.	0.75	675	506.25
10/01/21	RE	EDIT PAGA ONLY COMPLAINT DRAFT; FINALIZE	0.50	675	337.50
10/04/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
10/04/21	RE	RESEARCH RE VENUE RE PAGA ACTION; EMAIL TO AJ RE VENUE BASED ON UPDATED RESEARCH	0.50	675	337.50
10/11/21	PM	REVIEW STATUS OF MEET AND CONFER; ADVISE CJ RE NEXT STEPS REGARDING DISCOVERY MOTION FILING; REVIEW DEF. RESPONSES AND SUPPLEMENTAL RESPONSES TO	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY AND ANALYZE.			
11/19/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.75	675	506.25
11/29/21	RE	FILE POS OF SUMMONS RE CLASS ACTION; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
12/03/21	PM	REVIEW AND ANALYZE CLIENT DOCUMENTS AND COMPLAINT; STRATEGIZE RE DISCOVERY.	1.00	750	750.00
12/08/21	PM	REVIEW AND ANALYZE LEGAL AND FACTUAL CLAIMS; REVIEW AND ANALYZE LEGAL AND FACTUAL CLAIMS IN RELATED ACTION AND STRATEGIZE RE DEF. CONSOLIDATION REQUEST.	1.00	750	750.00
12/10/21	RE	CONFER W AJ RE VENUE ISSUES RE PAGA	0.40	675	270.00
12/10/21	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; E-FILE IN SD SUP. CT.	0.75	675	506.25
12/13/21	RE	REVIEW COURT-RETURNED DOCUMENTS RE PAGA ACTION; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/13/21	RE	PROVIDE NOTICE TO LWDA RE PAGA ACTION FILING	0.40	675	270.00
12/19/21	ND	REVIEW AND ANALYZE RELATED LITIGATION AND OVERLAP WITH CURRENT CASE. ANALYZE COURT DOCKET AND CASE FILE. DISCUSS WITH N. BLUMENTHAL.	1.90	850	1,615.00
12/20/21	PM	DRAFT JPA; REVIEW ORDERS IN	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLASS ACTION AND PAGA ACTION.			
12/20/21	ND	REVIEW AND REIVSE JPA. ANALYZE TERMS. SEND TO PLAINTIFF FOR SIGNATURE. FOLLOW UP CALL TO EXPLAIN JPA TERMS AND STATUS OF LAWSUIT.	1.30	850	1,105.00
12/27/21	PM	REVIEW AND REVISE STIPULATION TO CONSOLIDATE; REVIEW LEGAL AND FACTUAL ISSUES.	1.50	750	1,125.00
01/27/22	CJ	EVALUATE COMPLAINT, CORRESPOND WITH CO-COUNSEL RE DEADLINES, EVALUATE ORDER RE CONSOLIDATED FAC	0.50	550	275.00
02/02/22	RE	REVIEW FILE; REVIEW STIPULATION TO CONSOLIDATE; REVIEW MORAN DOCKET AND WILLIAMS/CANTERBURY DOCKET; EMAIL TO PM & CJ RE SERVICE OF PAGA COMPLAINT IN LIGHT OF CONSOLIDATION AND PAGA CLAIM IN CONSOLIDATED COMPLAINT	0.50	675	337.50
02/02/22	RE	EMAIL TO DEFENSE COUNSEL RE SERVICE OF PAGA ONLY COMPLAINT VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	0.30	675	202.50
02/02/22	PM	ADVISE TEAM RE AMENDED COMPLAINT AND AMENDMENT TO PAGA CAUSE OF ACTION; REVIEW COMPLAINT AND STRATEGIZE RE PAGA COA.	0.50	750	375.00
02/09/22	KH	DRAFT RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE TO PLAINTIFF SALIECIA WILLIAMS; DRAFT RESPONSE TO REQUESTION FOR PRODUCTION OF DOCUMENTS, SET ONE TO PLAINTIFF MARY CANTERBURY.	1.40	250	350.00
02/09/22 01	KN	ANALYSIS OF SERVICE AND DISCOVERY ISSUE; ADVISE PM	0.50	950	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/09/22	CJ	EVALUATE SERVICE ISSUE AND DISCOVERY SERVED TO PLAINTIFF TO DATE, STRATEGIZE RESPONSE RE SERVICE AND E-SERVICE SPECIFICALLY, OBTAIN RFPS FROM DEF AND EVALUATE	1.50	550	825.00
02/09/22	CJ	PREPARE OBJECTIONS AND RESPONSES TO DEFENDANT'S RFP, EVALUATE ALL DOCUMENTS IN FILE, FINALIZE FOR PLAINTIFF WILLIAMS	2.00	550	1,100.00
02/09/22	CJ	PREPARE OBJECTIONS AND RESPONSES TO DEFENDANT'S RFP, DETERMINE NOT IDENTICAL TO THOSE PROPOUNDED TO P WILLIAMS, EVALUATE ALL DOCUMENTS IN FILE, FINALIZE FOR PLAINTIFF CANTERBURY, SENT ALL FOR SERVICE	2.00	550	1,100.00
02/14/22	PM	REVIEW AND REVISE DRAFT AMENDED COMPLAINT; REVIEW AND ANALYZE MORAN COMPLAINT.	1.00	750	750.00
02/21/22	CJ	EVALUATE DEFENDANT'S NOTICE OF DEPOSITION, EVALUATE DATES, RESEARCH OBJECTIONS, DRAFT OBJECTIONS TO DEFEDNANT'S NOTICE OF DEPOSITION	1.00	550	550.00
02/22/22	KH	FINALIZE OBJECTION TO NOTICE OF TAKING DEPOSITION OF PLAINTIFF WILLIAMS; PREPARE FOR TIMELY SERVICE ON ALL COUNSEL.	0.40	250	100.00
02/22/22	KH	ORGANIZE, COMPILE, BATES NUMBER AND MARK AS "CONFIDENTIAL" CLIENT DOCUMENTS IN PREPARATION FOR PRODUCTION.	1.30	250	325.00
02/23/22	CJ	PREPARE FOR VERIFICATION SERVICE TODAY BY ADVISING TAYLOR AND KH, EVALUATE ALL DOCUMETNS IN FILE FOR PRODUCTION FOR BOTH PLAINTIFFS, AND SEND TO KH FOR BATES	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STAMPING			
02/23/22	CJ	RESPOND TO MEET AND CONFER LETTER, AND EVALUATE CMC REQUIREMENTS	0.50	550	275.00
02/24/22	CJ	CORRESPOND WITH PLAINTIFF WILLIAMS, ENSURE DOCUMENT PRODUCTION AND VERIFICATIONS ARE SERVED	0.50	550	275.00
02/25/22	KH	FINALIZE DOCUMENT PRODUCTIONS OF PLAINTIFFS WILLIAMS AND CANTERBURY; PREPARE FOR SERVICE ON ALL COUNSEL IN CONSOLIDATED CASES.	0.80	250	200.00
02/28/22	CJ	PREPARE OBJECTIONS TO NOTICE OF DEPOSITION OF PLAINTIFF CANTERBURY	0.50	550	275.00
03/01/22	KH	REVIEW/REVISE PLAINTIFFS' OBJECTIONS TO AMENDED NOTICE OF DEPOSITION OF PLAINTIFF MARY CANTERBURY; FINALIZE AND PREPARE FOR E-SERVICE ON ALL COUNSEL.	0.40	250	100.00
03/02/22	CJ	PREPARE FOR AND CONDUCT MEET AND CONFER CALL WITH DEF ON PLAINTIFF'S DISCOVERY RESPONSES AND EVALUATE DOC PRODUCTION, ANNOTATE CALL, AND DETERMINE SUPPLEMENTAL ISSUES	1.50	550	825.00
03/15/22	KH	DRAFT SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION, SET ONE FOR BOTH PLAINTIFF CANTERBURY AND WILLIAMS.	0.70	250	175.00
03/15/22	PM	ADVISE CO-COUNSEL RE AMENDED COMPLAINT AND DEF. LETTER RE SCOPE OF CLASS.	0.75	750	562.50
03/18/22	CJ	T/C WITH PLAINTIFF WILLIAMS AND ANNOTATE NOTES, DETERMINE DOCS NEEDED, AND CLAIMS AT ISSUE, GENERAL DAMAGES AT ISSUE	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		- NEED DOCS, EXPLAINED TO PL			
03/21/22	CJ	PREPARE FOR T/C WIOTH PLAITNIFF BY CONTINUE TO EVALAUTE ALL DOCS IN FILE AND CLAIMS AT ISSUE, DETERMINE WHAT DOCS NEEDED RE GEN DAMAGES AND CELL PHONE, ANNOTATE ISSUES RE CLAIMS	2.00	550	1,100.00
03/22/22	PM	TELEPHONIC CONFERENCE WITH CO-COUNSEL AND DEFENSE RE PLEADING; REVIEW DEF. DOCUMENTS AND ANALYZE LEGAL AND FACTUAL ISSUES.	1.50	750	1,125.00
03/22/22	CJ	T/C WITH P WILLIAMS, DETERMINE DOCS STILL OUTSTANDING, BEGIN DISCUSSING DEPO PREP, AND DETERMINE DOCS SENT BY PL TO DATE	1.00	550	550.00
03/23/22	KH	RESEARCH RELATED CASES FOR TERMS OF SETTLEMENT; SAVE TO THE SYSTEM.	0.50	250	125.00
03/25/22	CJ	PREPARE FOR AND APPEAR AT CMC HEARING WITH CO COUNSEL	1.50	550	825.00
03/29/22	PM	TELEPHONIC CONFERENCE WITH CO-COUNSEL; STRATEGIZE RE MEDIATION ISSUES AND CONSOLIDATED COMPLAINT.	1.00	750	750.00
03/29/22	CJ	EVALUATE DOCUMETNS SENT BY PLAITNIFF WILLIAMS (OVER 12 EMAILS WITH DOCS)	1.50	550	825.00
03/31/22	PM	REVIEW AND ANALYZE SETTLEMENT AGREEMENTS IN RELATED ACTIONS; ANALYZE SCOPE OF PROPOSED CLASS; STRATEGIZE RE CLASS DEFINITION.	3.00	750	2,250.00
04/01/22	CJ	EVALUATE PLAINTIFF'S JOB TITLES, RESEARCH CASE NOTES, RESEARCH DOCUMENTS	0.50	550	275.00
04/04/22	CJ	EVALUATE WHETHER DEPOS OF	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFFS WILL GO FORWARD IN LIGHT OF POTENTIAL MEDIATION, REVIEW CORRESPONDENCE BETWEEN CO COUNSEL AND OPC			
04/06/22	PM	REVIEW AND REVISE AMENDED COMPLAINT; REVIEW AND ANALYZE CLAIMS AND ALLEGATIONS AND STRATEGIZE.	5.00	750	3,750.00
04/12/22	PM	REVIEW AND REVISE DRAFT AMENDED COMPLAINT.	1.50	750	1,125.00
04/13/22	PM	REVIEW AND REVISE DRAFT AMENDED COMPLAINT; REVIEW DRAFT STIPULATION FOR LEAVE TO FILE AMENDED COMPLAINT.	0.50	750	375.00
05/12/22	CJ	REVIEW AND ANALYZE PL WILLIAMS DOCS SENT TO US TO DETERMINE IF SUPPLEMENTAL PRODUCTION NEEDED	1.00	550	550.00
06/01/22	PM	REVIEW DRAFT AMENDED CONSOLIDATED COMPLAINT.	0.50	750	375.00
06/13/22	PM	REVIEW CLAIMS AND ALLEGATIONS AND DOCUMENTS; REVIEW AND REVISE MEDIATION INFORMAL REQUEST.	1.00	750	750.00
<u>TOTAL BILLED HOURS</u>					
CHARLOTTE JAMES		20.50 hr @ 550.00	\$	11,275.00	
KARLA HORNE		5.50 hr @ 250.00	\$	1,375.00	
KYLE NORDREHAUG		0.50 hr @ 950.00	\$	475.00	
NICK DEBLOUW		36.00 hr @ 850.00	\$	30,600.00	
PIYA MUKHERJEE		21.25 hr @ 750.00	\$	15,937.50	
RICO EHMANN		16.35 hr @ 675.00	\$	11,036.25	
SCOTT BLUMENTHAL		26.40 hr @ 450.00	\$	11,880.00	
TOTAL PROFESSIONAL SERVICES			126.50		<u>\$ 82,578.75</u>

COSTS ADVANCED

06/17/21	PAGA FILING FEE	75.00
10/04/21	FILING FEE/ONE LEGAL CHARGE	1,489.69
11/29/21	ONE LEGAL FEE/FILING FEE	12.35
11/30/21	MESSENGER - KNOX	147.95
11/30/21	ONE LEGAL FEE/FILING FEE	39.38
12/13/21	ONE LEGAL FEE/FILING FEE	460.19
04/22/22	MEDIATION - LISA KLERMAN	<u>3,500.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 5,724.56</u>
TOTAL CURRENT CHARGES		<u>\$ 88,303.31</u>

EXHIBIT #4

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/15/2022	🕒	Review and analyze data produced for mediation purposes. Review case file and court docket. Prepare for mediation. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	4.90h	\$850.00	-	\$4,165.00
06/16/2022	🕒	Review and analyze all pay stub exemplars for 226(a) violations and overtime claims. Legal research regarding the same. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	3.70h	\$850.00	-	\$3,145.00
06/17/2022	🕒	Review/organize client Williams' documents; Bates number and prepare for production. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Karla Horne	1.10h	\$250.00	-	\$275.00
06/21/2022	🕒	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze off the clock facts and law. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	3.20h	\$850.00	-	\$2,720.00
06/23/2022	🕒	Review and analyze time punch records. Analyze pay stubs for compliance with 226.7 and 512. Review and analyze Donohue decision and effect on current case. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	2.90h	\$850.00	-	\$2,465.00
06/24/2022	🕒	Analyze facts and law. Draft mediation brief. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	5.30h	\$850.00	-	\$4,505.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/27/2022	🕒	Review 204 late payment of wage issue. Legal research regarding previous settlements for 204 violations. Analyze discovery to date. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	2.40h	\$850.00	-	\$2,040.00
06/29/2022	🕒	Research case and claims and conduct t/c with P Williams ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
06/29/2022	🕒	Speak with client in advance of mediation, analyze claims, advise AJB ● Unbilled	CA2352 Sharp Healthcare (Williams)	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
06/29/2022	🕒	Review revise mediation brief. Review and analyze all exhibits thereto - prepare for mediation. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	3.70h	\$850.00	-	\$3,145.00
06/30/2022	🕒	Research status of mediation, evaluate P's individual claims and docs in prep for call with P ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
06/30/2022	🕒	T/C with P ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
07/01/2022	🕒	Add individual claims to case notes, calculate individual damages, advise AJB ● Unbilled	CA2352 Sharp Healthcare (Williams)	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/05/2022		Evaluate documents P sent re individual claims 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
07/05/2022		Determine how to proceed discussion with P re individual claims 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
07/05/2022		Prepare for mediation, review and analyze mediation brief, advise AJB 	CA2352 Sharp Healthcare (Williams)	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
07/05/2022		Analyze expert damage and penalty report and notes and assumptions. Review wage and hour policy docs produced in litigation. 	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	2.10h	\$850.00	-	\$1,785.00
07/06/2022		Review notes form T/c with P and update case notes in file re call 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
07/06/2022		Review and Revise mediation brief 	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
07/08/2022		Attend mediation 	CA2352 Sharp Healthcare (Williams)	Scott Blumenthal	8.00h	\$450.00	-	\$3,600.00
07/12/2022		Legal research re sick pay claim 	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	1.00h	\$750.00	-	\$750.00

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/12/2022		T/c with Plaintiff 	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
07/15/2022		T/c with P and evaluate docs she sent 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
08/08/2022		Advise PM re depositions and timing, determine status of discovery and whether depositions will go forward, what is produced to OPC, draft objection to deposition of P Williams, sent to KH for service 	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
08/09/2022		Review/revise objection to deposition of Plaintiff Williams; Finalize and prepare for service on all parties. 	CA2352 Sharp Healthcare (Williams)	Karla Horne	0.40h	\$250.00	-	\$100.00
08/15/2022		Prepare for t/c with plaintiffs 	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
08/15/2022		Conduct t/c with P Canterbury 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
08/15/2022		Conduct t/c with P Williams 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
08/16/2022		Review case and status of deposition notice, draft objections to notice of	CA2352 Sharp Healthcare	Charlotte James	1.00h	\$550.00	-	\$550.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		deposition, sent for filing ● Unbilled	(Williams)					
09/01/2022	②	Analyze status of LOA for P Williams, evaluate texts from P, advise NDB ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/06/2022	②	Analyze status of Plaintiff's complaints, advise NDB ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
09/07/2022	②	Review CMC St. deadline, determine CMC st to be filed by Moranville ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
09/13/2022	②	Prep for and conduct t/c with P re deposition and prep ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/22/2022	②	Prep for and appear at CMC, memorialize outcome to firm ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/22/2022	②	Prep for t/c with Plaintiff to begin preparing for deposition, gather docs, and review discovery and docs in file ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/22/2022	②	Conduct t/c with Plaintiff to begin preparing for deposition, ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/22/2022	②	Review notice of depositions, draft objections to Notice and research basis for remote appearance, finalize, sent to Gerardo for service ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/23/2022	②	Continue evaluation of documents in file and craft letter to Plaintiff to prepare for deposition, review ROA, download TAC, send Depo Zoom link and docs to Plaintiff ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.25h	\$550.00	-	\$687.50
09/28/2022	②	Prepare for deposition preparation call with plaintiff Canterbury - evaluate complaint, P's docs, what to expect in depositions for clients ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.50h	\$550.00	-	\$825.00
09/28/2022	②	T/c with plaintiff Canterbury to prep for deposition ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/28/2022	②	Continue preparing to defend P's deposition, continue review of objections in depo, along with issues and facts in case ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
09/29/2022	②	Continue preparing to defend P's deposition, continue review of P's case and claims, evaluate objections ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.50h	\$550.00	-	\$825.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/29/2022		t/c with P to finalize prep 	CA2352 Sharp Healthcare (Williams)	Charlotte James	0.50h	\$550.00	-	\$275.00
09/29/2022		Defend Plaintiff's Canterbury's deposition 	CA2352 Sharp Healthcare (Williams)	Charlotte James	6.00h	\$550.00	-	\$3,300.00
10/17/2022		Evaluate documents sent by from Plaintiff, communicate with Plaintiff re LOA and how to proceed with deposition, advise NDB and PM 	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
10/20/2022		Review status of deposition notice, draft objections to P's deposition, finalize and sent for filing 	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00h	\$550.00	-	\$550.00
11/04/2022		Review/analyze corr from cocounsel re settlement. Draft/ send response. Analyze value vs Kullar analysis. 	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
11/08/2022		Analysis of settlement issues; review draft MOU; provide comments to AJ 	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.50h	\$950.00	-	\$1,425.00
11/08/2022		Review/analyze MOU 	CA2352 Sharp Healthcare (Williams)	Jeffrey Herman	0.40h	\$750.00	-	\$300.00
11/08/2022		Revise MOU/send to defense attorney.	CA2352 Sharp Healthcare	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			(Williams)					
11/17/2022		Check feedback from partners re client's individual claims. Review/ revise MOU. 	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
11/17/2022		Review and analyze mediator's proposal. Analyze Plaintiff Williams' individual claims and facts. Conference with Plaintiff regarding settlement issues and authority. Report back to co-counsel and partners. 	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	1.90h	\$850.00	-	\$1,615.00
11/18/2022		Legal research retaliation claims. Review and analyze current facts for Plaintiff Williams. Analyze damages and penalties associated with 1102.5 claims. 	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	1.90h	\$850.00	-	\$1,615.00
11/22/2022		Review docs, analyze re MOU. Final. Advise AJ. 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	1.50h	\$995.00	-	\$1,492.50
12/05/2022		Prep for and have call w/ defense attorney. Draft/send follow up email w/ MOU. 	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
12/07/2022		Review/revise MOU; confer with managing partner re: same. 	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/21/2022		Analyze term re settlement agreement. Advise AJ. 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	1.25h	\$995.00	-	\$1,243.75
12/23/2022		Review MOU for final, analyze. advise AJ. 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	1.25h	\$995.00	-	\$1,243.75
12/27/2022		Review and analyze MOU terms. Review and analyze individual settlement agreement terms. Send to Plaintiffs for signatures. Calls to Plaintiffs to follow up for signatures and explain terms and process of settlement approval. 	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	1.90h	\$850.00	-	\$1,615.00
12/29/2022		Final MOU, analyze, advise PM 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	2.75h	\$995.00	-	\$2,736.25
01/02/2023		Review/analyze updated exposure chart from expert and compare to work instruction to ensure compliance. Perform valuation analysis for use for prelim app motion. 	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
01/13/2023		Review MOU, analyze re long form issues. 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	2.50h	\$995.00	-	\$2,487.50
01/23/2023		Review client communications; draft email to defense counsel re client employment issues and	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	0.50h	\$750.00	-	\$375.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h 9/17

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		concerns. 						
01/24/2023		Review and analyze MOU; advise NBB re the same and the drafting of the long-form settlement agreement. 	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	0.75h	\$750.00	-	\$562.50
01/25/2023		Advise ND re answers to client questions regarding leave; review and analyze draft settlement agreement sent by Defendant and put together memo re the same. 	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	3.50h	\$750.00	-	\$2,625.00
01/26/2023		Review long form, analyze to final. Advise KN. 	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	1.00h	\$995.00	-	\$995.00
01/27/2023		Review and revise draft agreement; discuss with NBB; prepare redlines; emails to co-counsel re issues with and revisions to settlement 	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	3.75h	\$950.00	-	\$3,562.50
02/07/2023		Review final draft agreement and Defendant's additional revisions; review emails re settlement agreement; email co-counsel 	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.75h	\$950.00	-	\$712.50
02/07/2023		Review and revise Exhibits to settlement; prepare redlines;	CA2352 Sharp Healthcare	Kyle Nordrehaug	3.50h	\$950.00	-	\$3,325.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h 10/17

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		emails with co-counsel re revisions; email revised exhibits to Defendant with explanations ● Unbilled	(Williams)					
02/07/2023	②	Review final agreement and documents; memo to staff; respond to emails from Def ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.50h	\$950.00	-	\$1,425.00
02/07/2023	②	Review revisions of OPC, analyze, advise KN. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Norm Blumenthal	2.50h	\$995.00	-	\$2,487.50
02/07/2023	②	Review and analyze settlement agreement terms for conformity with MOU and individual agreement. Send to two Plaintiffs for approval. Calls to discuss terms and process of settlement payout. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	1.30h	\$850.00	-	\$1,105.00
02/20/2023	②	work on settlement issues for MPA; review documents in the file; outline questions and information needed; email co-counsel ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	2.00h	\$950.00	-	\$1,900.00
02/22/2023	②	Review/analyze Notice of rescheduled hearing. Adjust calendar. Prep for hearing. Analyze progress of finalizing settlement. ● Unbilled	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/03/2023	②	Work on issues re approval; outline information for motion; start draft motion for prelim ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	2.00h	\$950.00	-	\$1,900.00
03/10/2023	②	Review/analyze a draft of the motion for preliminary approval and confirm conformance w/ valuation analysis/mediation notes/ MOU. ● Unbilled	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
03/13/2023	②	Review emails from Def; prepare revised notice and email to Defendant; review Defendant comments on draft motion ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
03/14/2023	②	Draft declaration ISO motion for preliminary approval; analysis of issues for inclusion in declaration; email co-counsel re declaration ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	3.50h	\$950.00	-	\$3,325.00
03/14/2023	②	Review and revise motion for preliminary approval; prepare final motion; file and serve motion; serve LWDA ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	3.00h	\$950.00	-	\$2,850.00
03/17/2023	②	Review status and download filed documents; email co-counsel; upload to server; bill costs ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.75h	\$950.00	-	\$712.50
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/07/2023		Review order where the Court granted preliminary approval and set the final approval hearing for September 15, 2023 at 10:30 a.m. in Dept 68. Adjust calendar. Analyze next steps. Prep for hearing. ● Unbilled	CA2352 Sharp Healthcare (Williams)	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
04/12/2023		Review status; pull order from the docket; memo to staff; email counsel; memo to admin with documents and instructions ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
06/08/2023		Work on class member issues and respond to correspondence ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
06/28/2023		Review class member correspondence; research issue; respond to the class member ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
07/11/2023		Review emails from TPA and analyze re final approval motion; begin planning final approval motion and timeline for drafting briefs; review preliminary approval order. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	1.00h	\$750.00	-	\$750.00
08/03/2023		Review issue and prior order; discuss with PM; review format to use for approval and advise PM; emails with Admin; review final	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.75h	\$950.00	-	\$712.50
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h 13/17

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Admin report ● Unbilled						
08/04/2023		Review draft declaration and calculations from Admi; request Word document from Admin ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
08/08/2023		Review final approval motion template and strategize re motion; review settlement agreement terms. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	2.00h	\$750.00	-	\$1,500.00
08/09/2023		Review and analyze settlement agreement and preliminary approval order and motion; draft final approval motion. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	6.00h	\$750.00	-	\$4,500.00
08/10/2023		Review client communications and advise ND and SB; review settlement agreement. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	0.75h	\$750.00	-	\$562.50
08/11/2023		Review and analyze previous emails with Plaintiff Williams. Analyze health insurance premium issue. Discuss with partners. Respond to numerous emails from Plaintiff Williams. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Nicholas De Blouw	1.20h	\$850.00	-	\$1,020.00
08/15/2023		Review and revise Administrator draft declaration; prepare redlines	CA2352 Sharp Healthcare	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h 14/17

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	(Williams)					
08/15/2023	🕒	Review and revise draft motion for final approval; analysis of documents and settlement issues; email co-counsel ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
08/16/2023	🕒	Review and revise motion; review co-counsel declaration; memo to PM ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
08/16/2023	🕒	Review documents and draft proposed order and judgment; revise proposed order; email Defendant ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	2.30h	\$950.00	-	\$2,185.00
08/16/2023	🕒	Review Admin Decl; review Hawkins decl; responsd ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.60h	\$950.00	-	\$570.00
08/16/2023	🕒	Review issues re declaration and questions from PM; research issues and provide input to PM ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.40h	\$950.00	-	\$380.00
08/16/2023	🕒	Draft declaration in support of motion for final approval; review revisions to final approval motion; review billing records and advise admin re the same. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	2.50h	\$750.00	-	\$1,875.00
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/16/2023	🕒	Review file; draft declaration of Plaintiff Shalecia Williams re final approval/service award request ● Unbilled	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	2.75h	\$675.00	-	\$1,856.25
08/16/2023	🕒	Review file; draft declaration of Plaintiff Mary Canterbury re final approval/service award request; email to client re draft declaration ● Unbilled	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	1.50h	\$675.00	-	\$1,012.50
08/17/2023	🕒	Review Defendant's revisions to proposed order; email GM; discuss billing issue with PM ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
08/17/2023	🕒	Various comm. w Shaliecia Williams re declaration draft in support of motion for final approval ● Unbilled	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	0.50h	\$675.00	-	\$337.50
08/18/2023	🕒	Email to S. Williams re service award declaration draft ● Unbilled	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	0.40h	\$675.00	-	\$270.00
08/18/2023	🕒	Review and revise declaration ISO motion; address issues identified by PM and update declaration ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.50h	\$950.00	-	\$1,425.00
08/20/2023	🕒	Review email from M. Canterbury re draft declaration; email responses to client and VM ● Unbilled	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	0.50h	\$675.00	-	\$337.50
					180.55h		\$0.00 0.00h	\$140,645.00 180.55h

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Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/21/2023		Review email response from M. Canterbury re declaration draft; confer with ND/SB re client issues	CA2352 Sharp Healthcare (Williams)	Ricardo Ehmann	0.50h	\$675.00	-	\$337.50
		 Unbilled						
08/21/2023		Review and revise motion for final approval; prepare final motion; prepare declarations and exhibits; emails with staff and co-counsel	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	3.50h	\$950.00	-	\$3,325.00
		 Unbilled						
					180.55h		\$0.00	\$140,645.00
							0.00h	180.55h

EXHIBIT #5

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/23/2022	\$	SD Superior Court ROA docket download for amended complaint ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00	\$29.40	-	\$29.40
11/02/2022	\$	Deposition Transcript from Peterson Reporting for P Canterbury ● Unbilled	CA2352 Sharp Healthcare (Williams)	Charlotte James	1.00	\$1,203.00	-	\$1,203.00
12/23/2022	\$	legal research; download docs from dockets ● Unbilled	CA2352 Sharp Healthcare (Williams)	Victoria Rivapalacio	1.00	\$5.80	-	\$5.80
01/13/2023	\$	Lexis Nexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Taylor Gonzalez	1.00	\$67.00	-	\$67.00
03/17/2023	\$	filing charges - courtesy copies of motion - One Legal ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00	\$72.84	-	\$72.84
03/17/2023	\$	filing fee - motion - One Legal ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00	\$85.40	-	\$85.40
03/17/2023	\$	One Legal Filing Fee ● Unbilled	CA2352 Sharp Healthcare (Williams)	Piya Mukherjee	1.00	\$13.33	-	\$13.33
03/23/2023	\$	Berger Consulting Fee. ● Unbilled	CA2352 Sharp Healthcare (Williams)	Chrystal Johnson	1.00	\$800.00	-	\$800.00
04/03/2023	\$	Lexis Nexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Taylor Gonzalez	1.00	\$203.00	-	\$203.00
							\$0.00 0.00h	\$3,418.77 0.00h
1/2								

Activities Export

08/21/2023
2:27 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/01/2023	\$	Lexis Nexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Chrystal Johnson	1.00	\$230.00	-	\$230.00
06/02/2023	\$	Lexisnexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Taylor Gonzalez	1.00	\$209.00	-	\$209.00
07/03/2023	\$	Lexis Nexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Chrystal Johnson	1.00	\$220.00	-	\$220.00
08/02/2023	\$	LexisNexis ● Unbilled	CA2352 Sharp Healthcare (Williams)	Chrystal Johnson	1.00	\$220.00	-	\$220.00
08/18/2023	\$	Filing fee - motion ● Unbilled	CA2352 Sharp Healthcare (Williams)	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$3,418.77 0.00h

EXHIBIT #6

LAFFEY MATRIX

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[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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