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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

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

Plaintiffs,

vs.

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

Defendants.

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
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 7, 2023
Hearing Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney
Dept: 68

Action Filed: September 23, 2019
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant Sharp Healthcare (“Defendant”), and seeks
9 entry of an order: (1) preliminarily approving the proposed settlement of this class action with
10 Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
11 of “all current and former non-exempt employees of Defendant, excluding bargaining unit nurses,
12 during the Class Period” of September 23, 2015 through March 12, 2023; (3) provisionally
13 appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing James R.
14 Hawkins and Greg Mauro of James Hawkins APLC and Norman Blumenthal, Kyle Nordrehaug and
15 Nicholas De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the
16 Class; (5) approving the form and method for providing class-wide notice; (6) directing that notice
17 of the proposed settlement be given to the class; (7) appointing ILYM Group as Settlement
18 Administrator, and (8) scheduling a final approval hearing date to consider Plaintiffs’ motion for
19 final approval of the settlement and entry of the Judgment, and Plaintiffs’ motion for approval of
20 attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Joint
21 Stipulation of Class Action and Private Attorney General Act (“PAGA”) Settlement and Release
22 (“Settlement”) along with exhibits thereto. This Declaration incorporates by reference the
23 definitions in the Settlement, and all terms defined therein shall have the same meaning as set forth
24 in the Settlement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the Maximum Settlement Amount is Four
28 Million Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$4,265,000.00) to be paid by

1 Defendant, as set forth in the Settlement. The Maximum Settlement Amount will settle all issues
2 pending in the Action between the Parties and will be made in full and final settlement of the
3 Released Claims in exchange for the payments to Participating Class Members from the Class
4 Employee Fund, and includes (a) the costs of administration of the Settlement, (b) Class Counsel
5 Fees and Expenses, (c) Class Representative Service Awards, and (d) the PAGA Penalties to the
6 LWDA and the PAGA Employees. (Settlement at ¶ I(N).) The Maximum Settlement Amount does
7 not include the Employer Taxes which will be separately paid by Defendant. (Settlement at ¶III(A).)
8 The Settlement is all-in with no reversion to Defendant and no need to submit a claim form.

9 4. The relief provided in the Settlement will benefit all members of the Class. The
10 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
11 Payments to the Class Members are all determined under a neutral methodology. Each Participating
12 Class Member will receive the same opportunity to participate in and receive payment through a
13 neutral formula that is based upon the pay periods worked by that individual.

14 5. On July 8, 2022, the Parties participated in an all-day mediation session presided
15 over by Lisa Klerman, Esq., a respected and experienced mediator of wage and hour class actions.
16 In preparation for the mediation, Defendant provided Class Counsel with necessary information for
17 the members of the Class, including time data, payroll data and data concerning the composition of
18 the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting,
19 and prepared and submitted a mediation brief and damage valuation to the Mediator. After this all-
20 day mediation, the Parties continued arms' length negotiations through the Mediator which resulted
21 is a mediators proposal which the Parties ultimately accepted. The final settlement terms were
22 negotiated and set forth in the Settlement now presented for this Court's approval. Importantly,
23 Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

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

1 Class Member and a recovery of \$2.97 per pay period.¹ 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 are
4 at issue in this Actions, Plaintiffs analyzed the data for putative class members and determined the
5 potential maximum damages for the class claims. For the Class, Plaintiffs evaluated that the claim
6 for unpaid wages based on alleged off the clock work was \$15,591,915, the maximum potential
7 meal period damages, after deducting meal premiums paid by Defendant, wages were estimated to
8 be \$24,357,283, the maximum potential rest period damages assuming one violation per month
9 were estimated to be \$15,439,435, and the maximum potential damages for failure to provide
10 expense reimbursement for were calculated to be \$1,983,460. In total, the damages for the Class
11 were calculated to have a maximum potential total value of \$57,372,093.² In addition, Plaintiffs
12 calculated that the maximum value of the potential waiting time penalties were between \$2,260,980
13 and \$42,121,936, and the maximum value of the potential wage statement penalties were
14 \$38,688,000.³ Consequently, the Maximum Settlement Amount represents more than 7% of the
15 value of the potential maximum damages at issue for the Class in this case, assuming these amounts
16

17 ¹ These were the figures used to negotiate the settlement at the time of mediation, and
18 ultimately these figures will increase slightly by the end of the Class Period, resulting in an
19 anticipated decrease in the pay period value.

20 ² The valuation for off-the-clock and expense reimbursement assumed the violation
21 occurred in every pay period, which is likely an overstatement of the value of these claims.
22 The meal period claim was valued based upon the maximum number of violations which
23 could be derived from time punch data, which also overstates the value of the claim as it
24 does not account for lawful incidents.

25 ³ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections
26 203 and 226, at mediation Plaintiffs recognized that these claims were subject to additional
27 defenses asserted by Defendant, including, but not limited to, a good faith dispute defense as
28 to whether any premium wages for meal or rest periods or other wages were owed given
Defendant's position that Plaintiff were properly compensated. *See Nordstrom Commission
Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the
employer and employee have a good faith dispute as to whether and when the wages were
due.").

1 could all be proven in full at trial.⁴ The above maximum calculations should then be significantly
2 adjusted in consideration for both the risk of class certification and the risk of establishing class-
3 wide liability on all claims. Given the amount of the Settlement as compared to the potential value
4 of the claims, the Settlement is most certainly fair and reasonable.

5
6 Procedural History of the Litigation

7 7. On September 23, 2019, Plaintiff Rosanieves Moran filed her initial complaint
8 commencing the Action in the Court. The complaint alleged class claims for: (1) unfair
9 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay overtime
10 wages in violation of Cal. Labor Code §§ 510, 1194; (3) failure to provide required meal periods in
11 violation of Cal. Labor Code §§ 226.7 and 512; (4) failure to provide required rest periods in
12 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide accurate itemized wage
13 statements in violation of California Labor Code § 226; (6) failure to reimburse employees for
14 required expenses in violation of California Labor Code § 2802; and, (7) failure to provide wages at
15 termination in violation of Cal. Lab. Code § 201, 202, and 203. Class Counsel also sent a letter on
16 Behalf of Plaintiff Moran to the LWDA prior to that time to exhaust her remedies under PAGA. On
17 June 23, 2020, Plaintiff Moran filed a First Amended Complaint.

18 8. On June 17, 2021, Plaintiffs Shaliecia Williams and Mary Canterbury sent a PAGA
19 notice to Defendant and the LWDA. On October 1, 2021, Plaintiffs Shaliecia Williams and Mary
20 Canterbury filed a class action complaint against Defendant which alleged class claims for: (1)
21 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay
22 minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay
23 overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods
24 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
25 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage

26
27 ⁴ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not
28 included the PAGA claim in this discussion of the class claim valuation. The PAGA claim
is addressed below at ¶ 33.

1 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
2 required expenses in violation of California Labor Code § 2802; and (8) an individual claim for
3 retaliation on behalf of Plaintiff Williams. On December 10, 2021, Plaintiffs Williams and
4 Canterbury filed a separate Complaint alleging a single claim against Defendant for violation of the
5 Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) based upon the above
6 alleged violations.

7 9. As part of the Settlement, on June 14, 2022, Plaintiffs filed a Third Amended
8 Consolidated Complaint in the *Moran* Action (“Operative Complaint”) to consolidate the three
9 actions. In the Third Amended Consolidated Complaint the Plaintiffs assert claims for: (1) unfair
10 competition in violation of Cal. Bus & Prof. Code §§ 17200, *et seq.*; (2) failure to pay minimum
11 wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime
12 wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in
13 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
14 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
15 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
16 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages at
17 termination in violation of Cal. Lab. Code § 201, 202, and 203; and (9) civil penalties under PAGA.

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

26 11. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
27 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
28 documents and information in connection with the Action. On July 8, 2022, the Parties participated

1 in an all-day mediation presided over by Lisa Klerman, a respected and experienced mediator of
2 wage and hour class actions, but were unable to reach a settlement. Following the mediation, each
3 side, represented by its respective counsel, engaged in continued negotiations through the mediator
4 and ultimately were able to agree to settle the Action based on a mediator's proposal which was
5 memorialized in the form of a Memorandum of Understanding executed in January 2023. At all
6 times, the negotiations were arm's length and contentious.

7 12. The Parties continued to negotiate the terms of the settlement and prepared the long
8 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all current
9 and former non-exempt employees of Defendant, excluding bargaining unit nurses, during the Class
10 Period." (Agreement at ¶ I(D).) The Class Period is from September 23, 2015 through the earlier of
11 either the date of Preliminary Approval or March 12, 2023. (Agreement at ¶ I(E).)

12 13. Although a settlement has been reached, Defendant denies any liability or
13 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
14 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
15 contends, among other things, that it has correctly compensated the Class Members and complied at
16 all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
17 Further, Defendant contends that class certification would be inappropriate for any reason other than
18 for settlement. Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs
19 further contend that the Action is appropriate for class certification on the basis that the claims meet
20 the requisites for class certification. Without admitting that class certification is proper, Defendant
21 has agreed that the above Class may be certified for settlement purposes only. The Parties agree that
22 certification for settlement purposes is not an admission that class certification would be proper if
23 the class certification issue were litigated. Further, the Agreement is not admissible in this or any
24 other proceeding as evidence that the Class could be certified absent a settlement. Solely for
25 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
26 class certification with respect to the Class are satisfied.

27 14. Class Counsel has conducted a thorough investigation into the facts of the class
28 action. Over the course of more than three years, Class Counsel diligently evaluated the Class

1 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
2 provided Class Counsel with access to necessary information for the Class. In addition, Class
3 Counsel previously negotiated settlements with other employers in actions involving nearly identical
4 issues and analogous defenses. Based on the foregoing data and their own independent
5 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
6 on the terms set forth in the Settlement is fair, reasonable, and adequate and is in the best interest of
7 the Class in light of all known facts and circumstances, including the risk of significant delay,
8 defenses asserted by Defendant, and potential appellate issues.

9
10 Settlement Terms and Plan of Allocation

11 15. The Maximum Settlement Amount is Four Million Two Hundred Sixty-Five
12 Thousand Dollars (\$4,265,000). (Settlement at ¶ I(N)) Under the Settlement, the Maximum
13 Settlement Amount consists of the following elements: (1) Payments to the Class Members for their
14 share of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of their
15 share of the PAGA Employee Fund; (3) Class Counsel Fees and Expenses; (4) Settlement
16 Administration Costs; (5) payment of the Class Representatives Service Awards to Plaintiffs; (6)
17 the payment to the LWDA of its share of Net Settlement Amount; and (7) all employment taxes for
18 employee side wages. (Settlement at ¶ I(N).) The Maximum Settlement Amount does not include
19 Defendant's employer side taxes. (Settlement at ¶ I(N).) The Maximum Settlement Amount shall
20 be all-in with no reversion to Defendant.

21 16. Within thirty (30) business days of the Effective Date, Defendant shall deposit the
22 Maximum Settlement Amount with the Settlement Administrator. (Settlement at ¶ III(G)(1).) The
23 distribution of Individual Settlement Payments to Participating Class Members along with the other
24 Court-approved distributions shall be made by the Settlement Administrator within ten (10)
25 business days of the receipt of the funds from the Defendant. (Settlement at ¶ III(G)(2).)

26 17. The amount remaining in the Maximum Settlement Amount after the deduction of
27 Court-approved amounts for Class Counsel Fees and Expenses, the Settlement Administration
28 Costs, Plaintiffs' Class Representatives Service Awards, and the PAGA Payment (called the "Class

Employee Fund”) shall be allocated to Class Members as their Individual Settlement Payments. (Settlement at ¶¶ I(O) and III(F).) The amount that each Class Member shall be eligible to receive under the Settlement shall be determined by converting the Class Employee Fund into a Pay Period Value. The pay period value will be established by dividing the Class Employee Fund by all pay periods for the Participating Class Members during the Class Period. The pay periods worked by Participating Class Members during the Class Period will be determined by the actual number of pay periods worked by each Participating Class Member based on Defendant’s records. The pay periods worked after February 21, 2020 will be multiplied by two for purposes of determining a Participating Class Member's pay period count. This weighting is required because a portion of the claims at issue in this Action were previously settled in the case entitled *Diersing v. Sharp Healthcare*, San Diego Superior Court Case Number No. 37-2017-00029164-CU-OE-CTL. The Individual Settlement Share for each Participating Class Member will be determined by multiplying the Pay Period Value by each Participating Class Member's individual pay periods.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Settlement at ¶ III(L)(1), Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Settlement Payment. (Settlement at ¶ III(L)(1)-(2).) All PAGA Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Payment and will remain subject to the release of all Released Claims for PAGA penalties regardless of their request for exclusion. (Settlement at ¶¶ III(i)(3) and III(L)(1).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement. (Settlement at ¶ III(L), Ex. A.)

19. A Participating Class Member must cash his or her Individual Settlement Payment check within 120 days after it is mailed. (Settlement at ¶ III(G)(3).) Any settlement checks not cashed within 120 days will be voided and any funds from such uncashed checks shall be handled pursuant to the provisions of Code of Civil Procedure section 384. (Id.)

20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the

1 settlement in this action ("Settlement Administrator"). (Settlement at ¶ I(X).) The Settlement
2 Administrator will be paid for the fees, expenses, and costs for administration in an amount not to
3 exceed \$65,000. (Settlement at ¶ III(E).)

4 21. Subject to Court approval, the Settlement provides for Class Counsel to be awarded a
5 sum not to exceed of up to \$1,411,667.00, which is approximately 33.1% of the Maximum
6 Settlement Amount, and reimbursement of litigation costs and expenses of up to \$75,000.
7 (Settlement at ¶ III(B).) Subject to Court approval, the Settlement provides for a payment of no
8 more than \$10,000 each to the Plaintiffs as the Class Representative Service Awards. (Settlement at
9 ¶ III(D).)

10 22. Subject to Court approval, Two Hundred Fifteen Thousand Dollars (\$215,000) will
11 be paid from the Maximum Settlement Amount for the PAGA Payment under the California Private
12 Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). (Settlement at ¶ III(c).)
13 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
14 allocated as follows: 75% (\$161,250) shall be allocated to the Labor Workforce Development
15 Agency ("LWDA") as its share of the civil penalties and and 25% (\$53,750) allocated to the
16 Individual PAGA Settlement Shares to be distributed to the PAGA Employees based on the number
17 of their respective pay periods worked during the PAGA Period. (Settlement at ¶ III(F)(3).) As set
18 forth in the accompany proof of service, the LWDA has been served with this motion and the
19 Settlement.

20 21 Risks of Continued Litigation and Standards for Approval

22 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
23 litigate and trying these Action against Defendant through possible appeals which could take several
24 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
25 especially in complex class actions such as these Action. Class Counsel is also mindful of and
26 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
27 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
28 Settlement set forth in the Settlement is in the best interest of the Class Members.

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

20 25. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
21 be unable to obtain class certification and thereby not recover on behalf of any employees other than
22 themselves. Defendant argued that the individual experience of each putative class member varied
23 with respect to the claims. Defendant could also contest class certification by arguing injury and
24 good faith were case by case determinations that precluded class certification. Plaintiffs are aware
25 of other cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
26 *Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally, even if class
27 certification was successful, as demonstrated by the California Supreme Court decision in *Duran v.*
28 *U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class

1 wide recovery even where the class has been certified. While other cases have approved class
2 certification in wage and hour claims, class certification in this action would have been hotly
3 disputed and was by no means a foregone conclusion.

4 26. This settlement is therefore certainly entitled to preliminary approval. Were this
5 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
6 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

7 27. Plaintiffs will apply to the Court for Class Representative Service Awards in
8 consideration for their service and for the risks undertaken on behalf of the class. (Settlement at ¶
9 III(D).) Plaintiffs performed their duties admirably by working with Class Counsel. Plaintiffs will
10 present detailed declarations addressing their work and service at the time of final approval. For
11 purposes of this preliminary approval stage, the requested service award of \$10,000 is well within
12 the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1*
13 *Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average
14 class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
15 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member recovery was
16 \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D.
17 Or. 2007) (approving award of \$10,000 where class member recoveries were as little as \$150);
18 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008)
19 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS*
20 *Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in
21 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service
22 awards are routinely awarded to class representatives to compensate the employees for the time and
23 effort expended on the case, for the risk of litigation, for the fear of suing an employer and
24 retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.
25 2007 WL 221862 at *16-17.

26 28. The stage of the proceedings at which this Settlement was reached also militates in
27 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
28 conducted a thorough investigation into the facts of the class action. Class Counsel began

1 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
2 investigation of the claims and conducted a review and analysis of the relevant documents and data.
3 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
4 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
5 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
6 the likelihood of success on the merits and the results that could be obtained through further
7 litigation.

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

15
16 Class Certification Issues

17 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
18 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
19 the Court may appropriately approve the Class as defined in the Settlement. This Court should
20 conditionally certify the Class for settlement purposes only, defined as follows:

21 All current and former non-exempt employees of Defendant, excluding bargaining
22 unit nurses, during the Class Period.

23 (Settlement at ¶ I(D).)

24 The "Class Period" is from September 23, 2015 through March 12, 2023. (Settlement at ¶ I(E).)

25 a. **Numerosity** - Here, Plaintiffs assert that the 11,859 current and former
26 employees that comprise the Class can be identified based on Defendant's records and are
27 sufficiently numerous for class certification.

28 b. **Common Issues Predominate** - Here, Plaintiffs contend that common

1 questions of law and fact are present, and specifically the common questions of whether Defendant
2 properly paid all earned wages, whether the Defendant failed to provide meal and rest periods to
3 Class Members, whether Class Members were lawfully compensated for all hours worked, whether
4 Defendant failed to provide required expense reimbursement, and whether Class Members are
5 entitled to damages and penalties as a result of these practices.

6 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little
7 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the
8 Class, worked for Defendant as non-exempt employee during the Class Period. Plaintiffs contend
9 that, like every other member of the Class, they were subject to the same practices and policies of
10 Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the
11 Plaintiffs and the Class Members arise from the same course of conduct by the Defendant, involve
12 the same employment policies and practices of Defendant, and are based on the same legal theories.

13 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
14 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
15 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
16 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
17 class and have actively participated in the prosecution of this case to date. They effectively
18 communicated with counsel, provided documents to counsel and participated in the investigation
19 and negotiations in the Action. Second, Plaintiffs retained competent counsel who are experienced
20 in employment class actions and who have no conflicts. Third, there is no antagonism between the
21 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
22 monetary relief under the same set of facts and legal theories.

23 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
25 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
26 experience. We have handled a number of class actions and complex cases and have acted both as
27 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
28 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits

1 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
2 employment law class actions, including claims for misclassification, overtime, expense
3 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
5 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
6 adequate counsel by the courts throughout California. We have been approved as experienced class
7 counsel by both state and federal courts in California in contested class certification proceedings. A
8 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
9 settlement is defined as “all current and former non-exempt employees of Defendant, excluding
10 bargaining unit nurses, during the Class Period.” I have reviewed my firm’s cases and
11 representation of other plaintiffs and there is no conflict or representation which would prevent my
12 firm from representing the interests of the Class this case. My firm only represents employees, and
13 not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My
14 firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
15 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
16 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
17 claims are all against different and distinct employers. I can think of no conflict that would arise in
18 our representation of the Class and our adequate representation of the Class is evidenced by the
19 successful prosecution of the class claims to reach an excellent recovery for the Class. Thus, the
20 adequacy requirement for my firm is satisfied.

21 32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties
22 through their respective counsel and to be approved by the Court, includes all relevant information.
23 (*See Exhibit “A” to the Settlement.*) The Class Notice will include, among other information: (i)
24 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
25 opt out, including a description of the applicable release; (iii) information to the Class Members
26 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual
27 Settlement Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses
28 to be sought; (v) the amount of the Plaintiffs’ service award request; and (vi) the anticipated

1 expenses of the Settlement Administrator. The Class Notice will state that the Class Members shall
2 have forty-five (45) days from the date that the Notice is mailed to them (the "Response Deadline")
3 to request exclusion (opt-out) or to submit an objection. (Settlement at ¶ III(I).) Class Members
4 shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and
5 expenses and to appear at the Final Approval Hearing. (Settlement at ¶ III(I)(2).) Class Members
6 who do not submit a timely and proper request to opt-out will automatically receive a payment of
7 their Individual Settlement Payment. This notice program was designed to meaningfully reach the
8 Class Members and it advises them of all pertinent information concerning the Settlement. The
9 mailing and distribution of the Class Notice satisfies the requirements of due process, and is the best
10 notice practicable under the circumstances and constitutes due and sufficient notice to all persons
11 entitled thereto.

12
13 33. The PAGA Claims -

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

26 b. **Valuation of the PAGA Claim for Allegedly Aggrieved Employees.**
27 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to the Allegedly
28 Aggrieved Employees for civil penalties to be between \$22,742,650 and \$45,485,300 for a single

1 violation in every one of the 454,853 pay periods at issue in the PAGA Period, depending on
2 whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the
3 standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation
4 assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but
5 without stacking. The PAGA allocation in the Settlement is the amount of \$215,000. This
6 allocation is justified by several important considerations. First, the PAGA claim was subject to the
7 same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
8 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
9 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
10 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
11 potential that some or all of the PAGA penalties sought may not be awarded. Third, civil penalties
12 may not be awarded at the maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
13 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation.
14 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs'
15 calculation even where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations
16 for all 454,853 pay periods were established, using the valuation from *Carrington* results in a more
17 realistic recovery of \$2,274,265 under PAGA. This means that the \$215,000 PAGA allocation is a
18 reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also
19 served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

20 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
21 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
22 settlements as compared to the total settlement amount. A class settlement that allocates
23 approximately 5% of the total settlement value to resolve the PAGA claims applicable to the class is
24 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
25 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
26 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
27 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
28 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5

1 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
2 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
3 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
4 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
5 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
6 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
7 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
8 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
9 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
10 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
11 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
12 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
13 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
14 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
15 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
16 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
17 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
18 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
19 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
20 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
21 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
22 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
23 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
24 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
25 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
26 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
27 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
28 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA

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

7
8 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
9 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
10 reasonable, and at the time of final approval, my firm will present lodestar to further support the
11 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
12 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
13 of the class action awards obtained by Class Counsel in similar employment actions throughout the
14 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
15 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
16 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
17 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
18 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
19 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
20 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
21 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
22 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
23 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
24 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
25 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
26 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
27 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
28 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in

1 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
2 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
3 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
4 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
5 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
6 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
7 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
8 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
9 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
10 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
11 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
12 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
13 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
14 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
15 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May
16 23, 2022, in *Etteedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District
17 of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
18 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
19 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
20 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
21 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
22 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
23 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
24 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
25 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
26 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
27 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
28 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri

1 Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1,
2 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
3 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
4 settlement. On March 2, 2023, in *Leon v. Calaveras Materials, Inc., et al.* (Kings County Superior
5 Court Case no. 21C-0105, Judge Melissa D'Morias awarded a one-third fee award in a wage and
6 hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in
7 light of the fees that have been awarded in other similar cases.

8
9 35. Class Representative Service Payments - The reasonableness of the requested service
10 award is also established by reference to the amounts that other California courts have found to be
11 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
12 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
13 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
14 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
15 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
16 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
17 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
18 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
19 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
20 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
21 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
22 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
23 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
24 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
25 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
26 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
27 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
28 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*

1 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
2 2011)(awarding \$10,000 service award together with additional compensation for their general
3 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
4 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
5 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
6 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
7 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
8 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
9 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
10 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
11 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
12 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
13 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
14 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
15 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
16 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
17 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
18 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
19 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
20 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
21 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
22 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
23 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
24 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
25 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
26 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
27 2018) (awarding \$10,000 service award).

36. Settlement Administration - After seeking bids from qualified administrators, the estimate from ILYM Group was selected, as it was the lowest and provided for an estimate of \$59,990 to perform the settlement administration, with any difference between the actual expenses and the budget of \$65,000 to be retained in the Class Employee Fund for distribution to the Class. A true and correct copy of the estimate from ILYM Group is attached hereto as Exhibit #3. I have used ILYM Group successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced.

Service on the LWDA:

37. At the same time as the filing and service of this declaration, I will also serve the LWDA with the entire motion for preliminary approval which includes the Class Action Settlement Agreement. This service is verified by the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of March, 2023, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

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ADDITONAL 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.
28

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.
9880 Research Drive, Suite 800
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
BLUMENTHAL, NORDREHAUG, BHOWMIK,
DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
email: norm@bamlawca.com
email: kyle@bamlawca.com
email: aj@bamlawca.com

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

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

7 Dated: 2-15-2023


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

9 4870-8227-9503.1 / 051375-1081

EXHIBIT A

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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
23 TO: All current and former non-exempt employees of Sharp Healthcare, excluding bargaining unit
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.

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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 Dated: _____

27 JUDGE OF THE SUPERIOR COURT

28 4890-9036-7567 1 / 051375-1081

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2006, California

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

Awards: Rising Star 2015

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

Admitted: 2011, California

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

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Associate Attorney

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

Admitted: 2010, California

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

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Practice Areas: Civil Litigation; 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)

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Admitted: 2012, California

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

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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

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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Sharp Healthcare

Requesting Attorneys Name:

Greg Mauro

E-Mail:

greg@jameshawkinsaplc.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroup.com

Contact Number:

949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	10,000
Estimated Mail Returned as Undeliverable	20%
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	8	\$1,200.00
Programming of Class Database	Hourly	\$175.00	8	\$1,400.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$2,600.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	12	\$1,440.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	8	\$560.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	5	\$350.00
Report Processing	Hourly	\$70.00	10	\$700.00
NCOA	Flat Rate	\$1,000.00	1	\$1,000.00
Toll Free Customer Service Representative	Flat Fee	\$1,950.00	1	\$1,950.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$6,000.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.00	10,000	\$10,000.00
USPS First Class Postage	Per Piece	\$0.55	10,000	\$5,500.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.75	2,000	\$3,500.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$19,300.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
First Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.50	10,000	\$15,000.00
USPS First Class 1oz Postage	Per Piece	\$0.55	10,000	\$5,500.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	1,000	\$2,000.00
Preparation of Taxes	Hourly	\$120.00	22	\$2,640.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$29,390.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	10	\$1,000.00
Project Manager Final Reporting	Hourly	\$120.00	10	\$1,200.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,700.00

TOTAL CASE ESTIMATE: \$59,990.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintains reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. Now a waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.