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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11
12 **IN RE: UNITED AIRLINES WAGE
AND HOUR CASES**

13 Included Actions:

14 **BROWN v. UNITED AIRLINES, INC.**
15 San Diego County Superior Court
Case No. 37-2019-00008533-CU-OE-CTL
16 (Lead Case) (filed on February 14, 2019)

17 **ROBINSON vs. UNITED AIRLINES, INC.**
18 Alameda County Superior Court
Case No. RG19014578
(filed on April 11, 2019)

19 **SANTOS vs. UNITED AIRLINES, INC.**
20 San Francisco County Superior Court
Case No. CGC-20-585926
21 (filed on August 12, 2020)

22 **SANTOS vs. UNITED AIRLINES, INC.**
23 San Francisco County Superior Court
Case No. CGC-20-587208
24 (filed on October 19, 2020)

Case No. **JCCP 5187**

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

Date: August 4, 2023
Time: 1:30 p.m.
Judge: Hon. Katherine Bacal
Dept.: 69

Complaint filed: February 14, 2019
Trial date: None set

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Attorney for Plaintiffs

1 I, Kyle Nordrehaug, do hereby declare as follows:

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

7 2. This declaration is being submitted in support of Motion for preliminary approval
8 of the proposed class action settlement by Plaintiffs Ella Brown, Roland Robinson, Samuel
9 Umanzor, and Carlos Santos (“Plaintiffs”).¹

10 3. The Settlement reached with Defendant United Airlines, Inc. (“Defendant”) is set
11 forth in the Class and Representative Action Settlement Agreement (“Settlement” or
12 “Agreement”), which is attached as Exhibit 1 hereto. Subject to Court approval, Plaintiffs has
13 settled the class and representative claims alleged in this Action against Defendant for
14 \$12,000,000. The Settlement resolves all of the claims of Plaintiffs and the proposed Settling
15 Class against Defendant.

16 4. The Settlement satisfies all of the criteria for preliminary settlement approval and
17 falls well within the range of possible approval. Accordingly, the parties request that the Court
18 grant preliminary approval of the Settlement; conditionally certify the proposed class for
19 settlement purposes only; appoint the class representative, class counsel, and settlement
20 administrator; approve and direct distribution of the Class Notice Packet; and schedule a final
21 approval hearing.

22
23 **SETTLEMENT TERMS**

24 5. Defendant will pay a total of \$12,000,000 (the “Gross Settlement Value” or
25 “GSV”) to settle the Actions on a classwide basis. (Agreement at ¶ 10.) The “Settling Class” is
26

27 ¹ John Thomas was dismissed by Order dated April 4, 2022, and therefore is not part of this
28 settlement and will not be a Class Representative. The reference to John Thomas in the
Settlement was a typographical error.

1 comprised of “Settling Class Members” defined as containing the following two subclasses:

2 California Subclass: All individuals who are or previously were
3 employed by United in California and classified as a non-exempt
4 Fleet Service Employees or Passenger Service Employees at any
5 time during the period February 14, 2015, to March 31, 2023.

6 FCRA Subclass: All prospective employees and/or current
7 employees employed by, or formerly employed by United in
8 California who, as a condition of employment, were required to
9 submit to a background check and/or consumer report at any time
10 during the period August 12, 2015, to March 31, 2023.

11 Accordingly, the “California Class Period” is defined as February 14, 2015, through March 31,
12 2023, and the “FCRA Class Period” is defined as August 12, 2015, to March 31, 2023.

13 (Agreement at ¶ 13.) It is estimated that there are approximately 13,135 Settling Class Members
14 (8,635 California Subclass Members and 4,500 FCRA Subclass Members).²

15 6. The GSV will cover compensation to the Settling Class, additional compensation
16 to the Named Plaintiffs as class representatives, the cost of settlement administration and notice,
17 and attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel (as
18 defined in Sections IV and IX), and all payments and disbursements under the Settlement
19 including the employer’s share of payroll taxes (with respect to those disbursements hereunder
20 that will be treated as wages). This is a non-reversionary settlement, which means that once the
21 Agreement is final and effective, no part of the GSV shall revert to Defendant. (Agreement at
22 ¶ 12.) None of the Gross Settlement Value will revert to Defendant, and Defendant will
23 separately pay its share of payroll taxes applicable to Class Members’ Settlement Shares. (*Id.*,
24 ¶ 12.)

25 7. The Net Settlement Value (“NSV”) is defined as the value of the GSV less (i)
26 attorneys’ fees and reasonable and necessary costs and expenses of Class Counsel, (ii) the Service
27 Awards to the Named Plaintiffs, (iii) the Settlement Administration Expenses, and (iv) the PAGA
28 Allocation. The NSV is currently estimated to be \$7,539,991, however the final amount may be
29 slightly different depending on the ultimate amounts awarded for fees, costs, service awards and

² This estimate is based on data provided to Plaintiffs for purposes of mediation and is subject to a
escalator clause to insure the final figures do not exceed this estimate. (Agreement at ¶ 11(b).)

1 administration expenses. The Settlement Administrator shall calculate the Class Member
2 Payments as follows: (i) first, a flat payment of \$75 per person to each FCRA Subclass Member
3 shall be paid from the NSV; (ii) second, after deducting the FCRA Subclass payments from the
4 NSV, the amount remaining shall be allocated to the California Subclass Members as follows: (i)
5 the Settlement Administrator shall determine the weeks worked for each California Subclass
6 Member during the period February 14, 2015, to March 31, 2023 based upon the data provided by
7 Defendant pursuant to Paragraph 20 of this Agreement; (ii) the Settlement Administrator shall
8 then divide the amount remaining in the NSV by the total number of weeks for the California
9 Subclass to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement
10 Administrator shall then take the number of weeks worked by each California Subclass Member
11 and multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶ 52.)

12 8. All members of the Settling Class, except those individuals (if any) who validly
13 requested exclusion, hereby release, discharge, and covenant not to sue United Airlines, Inc.,
14 including its predecessors, successors, affiliates, parents, subsidiaries, related companies,
15 employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which
16 could be jointly liable with it, or any of them (individually and collectively “the United
17 Releasees,”) from and with respect to the following actions, causes of action, suits, liabilities,
18 claims, and demands, whether known or unknown, which the Settling Class, or individual
19 members thereof, has, or had against the United Releasees, or any of them, as follows:

20 (a) With regard to the California Subclass during the California Class Period,
21 all wage and hour claims that were alleged, or reasonably could have been alleged, which
22 occurred during the California Class Period, excluding any background check claims,
23 including all claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249,
24 510, 512, 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 *et seq.*, and
expressly excluding all other claims, including claims for vested benefits, wrongful
25 termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, workers' compensation, and California wage and
27 hour class claims outside of the California Class Period;

28 (b) With regard to the FCRA Subclass during the FCRA Class Period, , all
background check and/or consumer report claims that were alleged, or reasonably could
have been alleged, which occurred during the FCRA Class Period, excluding any wage
and hour claims, including all claims for violation of: the Fair Credit Reporting Act, 15
U.S.C. §§ 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act,
California Civil Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California
Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*,

1 and expressly excluding all other claims, including claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment
3 insurance, disability, social security, workers' compensation, and background check
4 claims outside of the FCRA Class Period;

5 (c) The claims set out in Paragraph 53(a) and Paragraph 53(b), along with
6 claims under California Labor Code §§ 2698 *et seq.* and California Business &
7 Professions Code § 17200 *et seq.* predicated thereon, shall be referred to collectively as
8 the “Released Claims.”

9 (Agreement at ¶ 55.)

10 9. Subject to Court approval, the Settling Parties agree that CPT Group will be
11 appointed as Settlement Administrator. The Settlement Administrator will be responsible for
12 establishing and maintaining a non-interest bearing account for the GSV; mailing the class
13 notices; receiving and logging adjustment forms and requests for exclusion; researching and
14 updating addresses through skip-traces and similar means; answering questions from the Settling
15 Class members; reporting on the status of the Settlement to the Settling Parties; preparing a
16 declaration regarding its due diligence in the claims administration process; providing the Settling
17 Parties with data regarding the filing of adjustment forms and requests for exclusion; calculating
18 and distributing settlement checks; calculating tax obligations; remitting any and all tax
19 obligations, including (at United’s sole election) the employer’s share of payroll taxes, to the
20 appropriate taxing authorities; processing the PAGA Allocation; and doing such other things as
21 the Settling Parties may direct. The fees and expenses of the Settlement Administrator
22 (“Settlement Administration Expenses”) shall not exceed sixty thousand U.S. dollars and no cents
23 (\$60,000.00). (Agreement at ¶16.)

24 10. Not later than fifteen (15) business days after receipt of notice of the Court’s entry
25 of an Order of Preliminary Approval, the Defendant shall provide the data for the Settling Class
26 to the Settlement Administrator. (Agreement at ¶20.) Not later than ten (10) business days after
27 receipt of the information described in Paragraph 20 of this Agreement, the Settlement
28 Administrator shall mail the Settlement Class Notice to all Settling Class Members whose address
information is known. This mailing will be sent by first-class U.S. mail. Before mailing the
Settlement Class Notice, the Settlement Administrator shall run the Class member addresses
through the U.S. Postal Service’s Change of Address Database. (Agreement at ¶21.) Settling

1 Class Members shall have sixty (60) days from the mailing of the Settlement Class Notice to
2 submit written objections or a request for exclusion. (Agreement at ¶¶ 25, 26.)

3 11. Defendant shall deposit the full GSV in a non-interest bearing account to be
4 established by the Settlement Administrator within fourteen (14) business days of receipt of
5 notice of preliminary approval of the Settlement. Should the Settlement Effective Date never be
6 reached for any reason, the Gross Settlement Amount shall be returned to Defendant. The GSV
7 shall remain in said account, pending occurrence of the Effective Date. (Agreement at ¶ 11(a).)

8 12. Class Counsel will apply to the Court for an award of: (i) attorneys' fees in an
9 amount up to, but not more than, one-third (1/3) of the GSV; and (ii) reasonable and necessary
10 costs and expenses (including expenses incurred by Named Plaintiffs in the prosecution of this
11 action) in an amount documented by Class Counsel's billing statements. Class Counsel's
12 application shall be scheduled for determination at the Final Approval Hearing. The attorneys'
13 fees awarded shall be allocated between Class Counsel as follows: Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP – 27.5%; Kaplan Fox Kilsheimer LLP – 22.5%; The Nourmand Law
15 Firm, APC – 32.5%; James Hawkins APLC – 10%; Zakay Law Group, APLC – 7.5%. The costs
16 and expenses awarded shall be allocated between Class Counsel based upon the costs and
17 expenses incurred by each firm as documented in their application. My firm maintains billing
18 record of the lodestar and expenses incurred in this matter, which will be presented at final
19 approval. Currently, the litigation expenses for my firm on this matter total \$73,899.77.
20

21 **BACKGROUND**

22 13. On February 15, 2019, Plaintiff Brown filed a notice letter under California's
23 Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA"), with the Labor
24 & Workforce Development Agency ("LWDA"), based on the same alleged violations of
25 California law as set forth in the complaint. On September 17, 2020, Plaintiff Brown sent an
26 amended letter under PAGA to the LWDA alleging additional violation. A true and correct copy
27 of these PAGA notices are attached hereto as Exhibit #3.

28 14. On February 14, 2019, Plaintiff Brown, then a ramp agent employee of United

1 formerly based at San Diego International Airport, filed a putative class action complaint
2 captioned *Brown v. United Airlines, Inc.*, Case No. 37-2019-00008533 (San Diego Superior
3 Court) (“*Brown*”). The complaint alleges the following violations of California law: (1) unfair
4 competition in violation of California Business and Professions Code § 17200 *et seq.*; (2) failure
5 to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
6 failure to pay overtime wages in violation of California Labor Code § 510; (4) failure to provide
7 meal breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5)
8 failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and Wage
9 Order 9-2001; and (6) failure to provide accurate itemized wage statements in violation of
10 California Labor Code § 226.

11 15. United answered the *Brown* complaint on March 21, 2019. On June 18, 2021,
12 Plaintiff Brown filed a First Amended Complaint, adding allegations regarding violation of the
13 federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), to the unfair competition
14 claim, and United answered the amended complaint on July 19, 2021.

15 16. On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate
16 *Brown* with *Robinson v. United Airlines, Inc.*, Case No. RG19014578 (Alameda Superior Court)
17 (“*Robinson*”). The Petition for Coordination was assigned Case No. JCCP 5187 (San Diego
18 County Superior Court). On August 3, 2021, the Judicial Council of California (“JCC”) assigned
19 the JCCP action to Judge Bacal. On December 10, 2021, the Court heard oral argument and
20 issued an order the same day coordinating *Brown* and *Robinson*. On April 11, 2022, the Court
21 added *Santos v. United Airlines, Inc.*, Case No. CGC-20-585926 (San Francisco Superior Court)
22 (“*Santos I*”) and *Santos v. United Airlines, Inc.*, Case No. CGC-20-587208 (San Francisco
23 Superior Court) (“*Santos II*”) to JCCP 5187. *Brown*, *Santos I*, *Santos II*, *Robinson*, and JCCP
24 5187 are referred to herein collectively as the “Lawsuits.”

25 17. The Parties thoroughly investigated and evaluated the factual strengths and
26 weaknesses of this case before reaching the Settlement and engaged in sufficient investigation
27 and informal exchange of discovery. The Settlement was reached after extensive factual and
28 legal investigation and research; significant written discovery along with depositions; review and

1 analysis of documents and information, including payroll and timekeeping data pertaining to all
2 Class Members; numerous discussions and exchanges between counsel; and extensive review of
3 case law, pleadings and rulings in similar actions. In connection with the parties' agreement to
4 participate in a private mediation of the Actions, the Parties engaged in extensive informal
5 discovery, including the production of documents and data. This discovery provided the parties
6 with a substantial basis to assess the strengths and weaknesses of their respective positions prior
7 to the mediation.

8 18. On January 28, 2021, the Parties participated in a private mediation with David A.
9 Rotman of Mediated Negotiations, a preeminent wage-and-hour mediator with considerable
10 experience mediating in California. The parties were unable to successfully resolve the case at
11 mediation, but agreed to convene for an additional day of mediation after further discovery was
12 completed. The parties participated in a second day of mediation on December 6, 2022. The
13 second mediation, each side, represented by its respective counsel, recognized the substantial risk
14 of an adverse result in the Lawsuits, engaged in good-faith arm's-length bargaining and
15 realistically assessed the strengths and weakness of their positions. This second mediation
16 resulted in a mediator's proposal, which all participating parties accepted on or about December
17 16, 2022.

18
19 **THE SETTLEMENT SATISFIES THE CRITERIA FOR APPROVAL**

20 19. The Settlement was reached as a result of the extensive arm's-length negotiations
21 facilitated by David A. Rotman, a well-respected and experienced wage-and-hour class action
22 mediator. Though cordial and professional, the settlement negotiations have been adversarial and
23 non-collusive in nature, and the Settlement reached is the product of substantial effort by the
24 parties and their counsel, which included two mediation sessions and further negotiations which
25 again involved the mediator to reach the final terms of the Settlement.

26 20. While Plaintiffs believe in the chance of success of certifying the class claims,
27 they also recognize the inherent risks of litigation and understands the benefit of the Class
28 Members receiving Settlement Shares immediately rather than risking unfavorable decisions on

1 class certification, summary judgment, at trial and/or on the damages awarded, and/or on an
2 appeal that could take several more years to litigate. Further, litigating Plaintiffs' claims, which
3 involve thousands of Class Members during the relevant period, would have required substantial
4 additional preparation and discovery and ultimately would involve the deposition and
5 presentation of numerous witnesses (including expert witnesses), as well as the consideration,
6 preparation and analysis of expert reports. Therefore, should litigation have progressed any
7 further, each side would have incurred significant expense.

8 21. The Parties thoroughly investigated and evaluated the factual strengths and
9 weaknesses of this case before reaching the Settlement and engaged in sufficient investigation
10 and informal exchange of discovery to support the Settlement. The Settlement was reached after
11 extensive factual and legal investigation and research; significant written discovery along with
12 depositions; review and analysis of documents and information, including payroll and
13 timekeeping data pertaining to all Class Members; numerous discussions and exchanges between
14 counsel; and extensive review of case law, pleadings and rulings in similar actions. The
15 settlement amount is, of course, a compromise figure. It took into account risks related to
16 liability, damages, and all of the defenses asserted by Defendant. Thus, the Settlement came only
17 after the case was investigated by counsel.

18 22. Over the course of the litigation, my firm has worked actively on this matter. The
19 firm credentials are reflected in the BNBD Resume, a true and correct copy of which is attached
20 hereto as Exhibit 2. Some of the major cases our firm has undertaken are also set forth therein.
21 The attorneys at BNBD have had extensive class litigation experience, much of it in the area of
22 consumer class actions, employment class actions, securities litigation, unfair business practices
23 and other complex litigation. The attorneys at my firm have extensive experience in cases
24 involving labor code violations and overtime claims. BNBS has successfully litigated similar
25 overtime cases against other employers on behalf of employees, including cases against Pacific
26 Western Bank, Cigna, HealthNet, Okta, Securitas, Walt Disney Resorts, El Pollo Loco, Panda
27 Express, Universal Protection, Mattress Firm, Total Renal, Apple, Coventry Health Care, Liberty
28 Mutual, Qualxserv, Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State

1 Automobile Association. My firm has been approved as class counsel by state and federal courts
2 in California in contested class certification motions, including approvals in this Court. It is this
3 level of experience which enabled the firm to undertake the instant matter and to successfully
4 combat the resources of the defendants and their capable and experienced counsel. On account
5 of the concerted and dedicated effort this case demanded in order to properly handle and
6 prosecute, BNBD was precluded from taking other cases, and in fact, had to turn away other
7 potential fee generating cases.

8 23. BNBD has significant experience litigating wage-and-hour class actions. Having
9 prosecuted numerous cases on behalf of employees for California Labor Code violations, BNBD
10 is qualified to evaluate the class and representative claims and the viability of the defenses
11 asserted herein by experienced defense counsel and to evaluate settlement versus trial on a fully
12 informed basis. Based upon BNBD's experience, in my opinion this is a fair and reasonable
13 settlement in light of the complexities of the actions, the state of the law, and uncertainties of
14 class certification and litigation. Given the risks inherent in litigation and the defenses asserted,
15 this Settlement is fair, adequate, and reasonable and in the best interests of the Class and should
16 be preliminarily approved.

17 24. Defendant has vigorously contested and continues to contest any liability for the
18 claims asserted in the Actions. Although Defendant believes that class certification would be
19 unlikely, it nevertheless agreed to attempt resolution of the Actions to avoid the expense,
20 distraction and uncertainty of protracted litigation. There are significant legal uncertainties
21 associated with cases such as the Actions, as they can be factually complex and require protracted
22 litigation to resolve. On the one hand, Plaintiffs contend their claims are suitable for class
23 certification and representative treatment because Defendant's relevant policies are applied
24 uniformly to all Class Members. Plaintiffs further contend that their claims involve common
25 questions of law and fact and common proof. On the other hand, Defendant maintains that its
26 policies and practices are lawful and, in any event, resolution of each claim would require highly
27 individualized analysis of the facts and circumstances of each Class Member's employment.
28 Defendant maintains that because individualized issues would predominate over common facts,

1 class certification and representative treatment likely would be deemed inappropriate.
2 Accordingly, while Plaintiffs continue to believe this is a strong case for certification, there is
3 always risk and significant expense associated with class certification proceedings.

4 25. **Unpaid Wages** - Plaintiffs and their counsel have determined that it is prudent to
5 compromise and settle the Class Members' unpaid wage claims. Plaintiffs alleged that Class
6 Members were not paid all wages owed because they performed off-the-clock work and because
7 Defendant engaged in rounding as to work time. However, Defendant contended that it maintains
8 lawful policies, including policies strictly prohibiting off-the-clock work, and that it properly
9 recorded all time worked. Moreover, Defendant contended that any overtime claim was
10 preempted and barred by Labor Code §514 for these unionized employees. The claim for unpaid
11 wages from alleged off the clock work and rounding was calculated to have a maximum value of
12 \$27,313,122.

13 26. **Meal and Rest Period Claims** - Plaintiffs' meal- and rest-period claims also were
14 in dispute. Defendant contended that its handbooks, policies, trainings, and timekeeping and
15 payroll data demonstrated that Defendant observed compliant meal- and rest-period policies and
16 practices, including payment of premiums. Plaintiff contended that Class Member timekeeping
17 records, which often reflected deficient meal periods, created a presumption of noncompliant
18 meal periods. Defendant vigorously disputed that contention, because throughout the Class
19 Period, employees have entered their hours worked and meal period start and end times, and
20 Defendant has maintained policies informing Class Members of their entitlement to take duty-free
21 meal periods of at least 30 minutes. Defendant also contended that it has always provided rest
22 periods to its employees. Defendant produced written policies that it alleged supported these
23 contentions. The claim for missed meal periods was calculated to have a maximum value of
24 \$17,793,330 based on data provided, and the claim for missed rest periods was calculated to have
25 a maximum value of \$8,428,000 at one missed break per month.

26 27. **Expense Reimbursement Claims** - Plaintiffs' expense reimbursement claims
27 claim also was in dispute. Plaintiffs contended that Class Members were required to use their
28 personal cellphones in order to perform their work duties. Defendant maintained that it provided

1 walkie-talkies and company phones to employees that needed them, and that any use of personal
2 cellphones was voluntary and merely convenient to the employees, which therefore did not result
3 in a duty to provide reimbursement under Labor Code ¶2802. The claim for expense
4 reimbursement was calculated to have a maximum value of \$1,750,000.

5 28. **Maximum Damages** - Plaintiffs retained an expert, Berger Consulting, to assist in
6 the calculation of these valuations of the claims. All of the claims were highly disputed, and the
7 settlement amount reflects a compromise by both Parties. Plaintiffs have calculated the Class's
8 maximum potential damages, exclusive of interest and derivative penalties, to be approximately
9 \$57,284,452.³ Taking into account the risks and uncertainties of further litigation, including the
10 risk that the Court may not certify all or some of Plaintiffs' claims and the risk of an adverse
11 judgment, the \$12,000,000 Settlement is a reasonable compromise, and after deducting the
12 amount allocated to the FCRA class, the settlement represents approximately 20% of the
13 estimated maximum damages.

14 29. **Alleged Derivative Claims for Penalties** – Plaintiffs' claims for failure to provide
15 accurate itemized wage statements pursuant to Labor Code section 226; failure to pay all wages
16 due upon termination under Labor Code section 203; unfair business practices in violation of
17 California Business & Professions Code section 17200 *et seq.*; and for civil penalties pursuant to
18 PAGA are derivative of his other claims. Because the claims are derivative, they entail the same
19 risks as the claims outlined above. Furthermore, even if one of those claims were to survive or be
20 certified as a class, the wage statement and waiting-time claims would fail if Defendant prevailed
21 on its defenses that, even if some wages were owed, it did not “knowingly and intentionally”
22 issue inaccurate wage statements or “willfully” fail to pay all wages due upon termination or fail
23 to maintain required records. *See* Cal. Lab. Code §§ 226(e); 203(a); 1174.5. Waiting time
24 penalties were calculated to have a maximum value of \$11,610,094, and wage statement penalties
25 were calculated to have a maximum value of between \$8 million and \$16 million, depending on
26 the predicate violation.

27 _____
28 ³ The value of the unfair business practices claim is subsumed within the above valuations for
unpaid wages and meal and rest period claims.

1 30. As experience counsel, I am convinced that the Settlement is in the best interest of
2 the Class based on the negotiations and a detailed knowledge of the issues present in the Lawsuit.
3 The length and risks of trial and other normal perils of litigation were all weighed in reaching the
4 Settlement. In addition, the affirmative defenses asserted by United, the prospect of potential
5 adverse summary judgment rulings, the uncertainty of class certification, the difficulties of
6 complex litigation, the lengthy process of establishing specific damages and various possible
7 delays and appeals, were also carefully considered by Class Counsel in agreeing to the
8 Settlement. In light of the above, the Settlement is well within the “ballpark” of reasonableness
9 and should be granted preliminary approval.

10
11 **CLASS CERTIFICATION**

12 31. Plaintiffs contend that the proposed settlement meet all of the requirements for
13 class certification under California Code of Civil Procedure §382 as demonstrated below, and
14 therefore, the Court may appropriately approve the Settling Class as defined in the Agreement.

15 a. **Numerosity** - The proposed Settlement Class consists of over thirteen thousand
16 employees who worked for Defendant in California during the Class Period. Because all Class Members
17 are either current or former employees of Defendant, the class is readily ascertainable from Defendant’s
18 regular business records.

19 b. **Common Issues Predominate** - Here, common issues of fact and law
20 predominate because the California statutes relating to each of Plaintiffs’ claims, and Defendant’s defenses
21 thereto, apply with equal force and effect to all Class Members. Factually, Plaintiffs contend that
22 Defendant’s policies and practices apply class-wide and Defendant’s liability can be determined by facts
23 common to all members of the class. The wage and hour issues are both numerous and substantial, and a
24 class action is the most advantageous method of dealing with the claims of the Settling Class Members.

25 c. **Typicality** - Plaintiffs’ wage and hour claims are typical of the proposed Settling
26 Class because they arise from the same factual bases and are based on the same legal theories applicable to
27 the other Class Members. Likewise, Plaintiffs’ interests are entirely coextensive with the interests of the
28 Class. Plaintiffs maintain that Plaintiffs were injured by the same company-wide practices to which the

1 proposed Settling Class was subject and seek the same relief. Plaintiffs have already demonstrated their
2 ability to advocate for the interests of the Class by initiating this litigation, undertaking discovery, and
3 evaluating the proposed settlement to assure that it is fair.

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

15 e. **Superiority** - A class action is superior to a multitude of individual lawsuits.
16 Given the size and amount of each individual Settling Class Member's claim, Settling Class Members
17 likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense
18 and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class
19 treatment is superior to individual, case-by-case adjudication.

20 31. The Parties have jointly drafted the Notice of Class Action Settlement ("Settlement Class
21 Notice"), which is attached as Exhibit B to the Agreement. The Settlement Class Notice fairly and
22 neutrally informs Settling Class Members of their rights and remedies in this action. The proposed
23 Settlement Class Notice will be mailed to all Class Members by First Class mail and will include
24 information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the
25 class definition, the procedure and time period within which to submit requests for exclusions or
26 objections to the Settlement, the date for the final approval hearing, the formula used to calculate
27 settlement payments, and the terms and scope of the Released Claims. (Agreement, Exhibit B.)
28

1 32. **The PAGA Claim** -

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

14 b. **Valuation of the PAGA Claim.** Plaintiffs calculated the value of the
15 alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$35,000,000
16 and \$70,000,000 for a single violation in every one of the estimated 700,000 pay periods at issue
17 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
18 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
19 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the
20 maximum rate per pay period but without stacking. The PAGA allocation in the Settlement is
21 \$250,000. This allocation is justified by several important considerations. First, the PAGA claim
22 was subject to the same risks as the underlying class claims. Second, Defendant asserted
23 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
24 penalties. Defendant could also argue that no penalties prior to the PAGA notification should be
25 awarded, and I am aware of one Court which has so ruled. These additional defenses present a
26 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not
27 be awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court
28 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at

1 trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even
2 where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 700,000
3 pay periods were established, using the valuation from Carrington results in a potential recovery
4 of \$3,500,000 under PAGA. This means that the PAGA allocation in the Agreement is a
5 reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also
6 served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

7 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
8 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
9 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
10 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
11 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
12 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of
13 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal.
14 2015) (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
15 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
16 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
17 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
18 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
19 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
20 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
21 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
22 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
23 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
24 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
25 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
26 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
27 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an
28 amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-

1 cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
2 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000
3 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
4 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
5 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
6 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767
7 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin*
8 *v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA
9 penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No.,
10 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000
11 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-
12 2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
13 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
14 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000
15 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case
16 No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000
17 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior
18 Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of
19 \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No.
20 BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement
21 amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted
22 as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

23 33. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
24 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
25 reasonable, and at the time of final approval, my firm will present lodestar to further support the
26 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
27 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
28 of the class action awards obtained by Class Counsel in similar employment actions throughout

1 the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the
2 total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los
3 Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a
4 one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage*
5 *and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded
6 Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in
7 *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
8 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement.
9 On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court
10 Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in
11 a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases*
12 (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class
13 Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in
14 *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian
15 Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
16 December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court
17 Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award
18 in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
19 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
20 fee award in a wage and hour class settlement. On September 24, 2021, in *Prologistics Wage and*
21 *Hour Cases* (Los Angeles Superior Court Case No. JCCP 4881), Judge William Claster awarded
22 Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021,
23 in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge
24 David Cunningham awarded a one-third fee award in a wage and hour class settlement. On
25 March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No.
26 JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action
27 settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case
28 No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour

1 class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (United
2 States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE) Judge
3 Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. On
4 June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
5 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
6 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior
7 Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in
8 a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of*
9 *California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
10 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
11 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No.
12 CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour
13 class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San
14 Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a
15 wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
16 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded
17 a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v.*
18 *Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge
19 Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.
20 On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-
21 0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class
22 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
23 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
24 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
25 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
26 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
27 therefore reasonable in light of the fees that have been awarded in other similar cases.
28

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

1 *Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding
2 \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No.
3 BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service
4 award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County
5 Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*,
6 Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000
7 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
8 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty*
9 *Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,
10 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-
11 JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley &*
12 *Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding
13 \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF
14 (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria*
15 *Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
16 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No.
17 BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000
18 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
19 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
20 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
21 (awarding \$10,000 service award).

22 35. After seeking bids from qualified administrators, the estimate from CPT Group is
23 was selected, as it provided for discounted flat fee of \$56,000 to perform the settlement
24 administration for a Class of up to 14,000, with any difference between the actual expenses and
25 the budget of \$60,000 to be retained in the Net Settlement Amount for distribution to the Class. I
26 have used CPT Group successfully as the administrator in more than ten class settlements in the
27 last few years and know them to be competent and experienced. My firm has no relationship or
28

1 connection with CPT Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4
2 is a true and correct copy of the estimate for administration from CPT Group.

3 I declare under penalty of perjury under the laws of the State of that the foregoing is true
4 and correct. Executed this 13th day of July, 2023, at La Jolla, California.

5
6 /s/ Kyle Nordrehaug
7 Kyle R. Nordrehaug

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EXHIBIT #1

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN DIEGO**

17 **IN RE: UNITED AIRLINES WAGE
18 AND HOUR CASES**

19 Included Actions:

20 **BROWN v. UNITED AIRLINES, INC.**
21 San Diego County Superior Court
22 Case No. 37-2019-00008533-CU-OE-CTL
23 (Lead Case) (filed on February 14, 2019)

24 **ROBINSON vs. UNITED AIRLINES, INC.**
25 Alameda County Superior Court
26 Case No. RG19014578
27 (filed on April 11, 2019)

28 **SANTOS vs. UNITED AIRLINES, INC.**
San Francisco County Superior Court
Case No. CGC-20-585926
(filed on August 12, 2020)

SANTOS vs. UNITED AIRLINES, INC.
San Francisco County Superior Court
Case No. CGC-20-587208
(filed on October 19, 2020)

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Case No. JCCP 5187

Judge: Hon. Katherine Bacal
Dep't C-69

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I.
PREAMBLE

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3 1. This Class and Representative Action Settlement Agreement (“Settlement”
4 or “Agreement”) is entered into between Plaintiff Ella Brown (“Brown”), Plaintiff Roland
5 E. Robinson (“Robinson”), Plaintiff Samuel Umanzor (“Umanzor”), Plaintiff John
6 Thomas (“Thomas”), and Plaintiff Carlos Santos (“Santos”) (collectively, “Named
7 Plaintiffs”), individually and as class representatives on behalf of all individuals defined
8 in Section III of this Agreement (collectively, with Named Plaintiffs, the “Settling
9 Class”), on the one hand, and defendant United Airlines, Inc. (“Defendant” or “United”),
10 on the other hand. The Settling Class and United are referred to collectively herein as the
11 “Settling Parties.”

12 2. On February 14, 2019, Plaintiff Brown, then a ramp agent employee of
13 United formerly based at San Diego International Airport, filed a putative class action
14 complaint captioned *Brown v. United Airlines, Inc.*, Case No. 37-2019-00008533 (San
15 Diego Superior Court) (“*Brown*”). The complaint alleges the following violations of
16 California law: (1) unfair competition in violation of California Business and Professions
17 Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor
18 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
19 California Labor Code § 510; (4) failure to provide meal breaks in violation of California
20 Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in
21 violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; and (6)
22 failure to provide accurate itemized wage statements in violation of California Labor Code
23 § 226. On February 15, 2019, Plaintiff Brown filed a notice letter under California’s
24 Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”), with the
25 Labor & Workforce Development Agency (“LWDA”), based on the same alleged
26 violations of California law as set forth in the complaint. United answered the complaint
27 on March 21, 2019. On June 18, 2021, Plaintiff Brown filed a First Amended Complaint,
28

1 adding allegations regarding violation of the federal Fair Labor Standards Act, 29 U.S.C.
2 §§ 201 *et seq.* (“FLSA”), to the unfair competition claim, and United answered the
3 amended complaint on July 19, 2021.

4 3. On March 11, 2019, Plaintiff Robinson, a former lead ramp service employee
5 based out of San Francisco International Airport, filed a notice letter under PAGA with the
6 LWDA alleging the following violations of California law: (1) failure to pay minimum and
7 overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197;
8 (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512;
9 (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to
10 provide accurate itemized wage statements pursuant to California Labor Code § 226; and
11 (5) failure to timely pay final wages upon termination pursuant to California Labor Code
12 §§ 201-203. On April 11, 2019, Plaintiff Robinson filed *Robinson v. United Airlines, Inc.*,
13 Case No. RG19014578 (Alameda Superior Court) (“*Robinson*”), which alleged the same
14 above-listed violations of California law, plus a cause of action alleging unfair competition
15 in violation of California Business & Professions Code § 17200 *et seq.* United answered
16 the complaint on May 13, 2019. Plaintiff filed a first amended complaint on July 24, 2019,
17 which asserted the same above-listed causes of action, plus a cause of action under PAGA.
18 United answered the first amended complaint on August 22, 2019. On July 1, 2021,
19 Plaintiff filed a second amended complaint that added Plaintiff Thomas and Plaintiff
20 Umanzor to the action¹, which United answered on August 20, 2021.

21
22 ¹ Plaintiffs Thomas and Umanzor, both ramp service employees based out of San Francisco International Airport, had
23 filed a separate action in the U.S. District Court for the Northern District of California on July 30, 2019, *Thomas et*
24 *al. v. United Airlines, Inc.*, Case No. 3:19-cv-04354-EMC (“*Thomas*”), which alleged the following violations of
25 California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 510, 1194,
26 1198, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001; (2) failure to provide meal and rest periods
27 pursuant to California Labor Code §§ 226.7 & 512 and IWC Wage Order 5-2001; (3) failure to provide accurate
28 itemized wage statements pursuant to California Labor Code § 226; (4) failure to timely pay wages upon termination
pursuant to California Labor Code §§ 201-203; and (5) unfair competition in violation of California Business &
Professions Code § 17200 *et seq.* Plaintiffs Thomas and Umanzor also filed a notice letter under PAGA with the
LWDA on July 30, 2019, alleging the same violations of California law, and amended their complaint on December
2, 2019 to add a cause of action under PAGA. On May 28, 2021, in anticipation of joining the *Robinson* action
discussed at ¶ 3, *supra*, the parties in *Thomas* filed a Joint Stipulation of Dismissal Without Prejudice, which the
Court granted on June 1, 2021.

1 4. Plaintiff Santos has filed two separate lawsuits against United:

2 (a) On August 12, 2020, Plaintiff Santos filed a complaint captioned *Santos v.*
3 *United Airlines, Inc.*, Case No. CGC-20-585926 (San Francisco Superior Court)
4 (“*Santos I*”). The complaint alleged that United: violated the Fair Credit Reporting
5 Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures;
6 violated the FCRA by failing to obtain proper authorizations; failed to make proper
7 disclosures in violation of the California Consumer Credit Reporting Agencies Act,
8 California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor
9 Code § 1024.5; failed to make proper disclosures in violation of California
10 Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et*
11 *seq.* (“ICRAA”); failed to accurately pay wages under California Labor Code §§
12 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; failed to provide
13 lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code
14 § 3287, and Wage Order 9-2001; failed to authorize and permit lawful rest periods
15 under California Labor Code § 226.7 and Wage Order 9-2001; failed to timely pay
16 wages owed upon separation from employment under California Labor Code §§
17 201, 202, and 203; knowingly and intentionally failed to comply with itemized
18 wage statement requirements under California Labor Code §§ 226 & 246; and
19 engaged in unfair competition under California Business & Professions Code §§
20 17200 *et seq.* United filed an answer to the complaint on September 18, 2020.

21 (b) On August 11, 2020, Plaintiff Santos filed a notice letter under PAGA with
22 the LWDA. The letter discussed, among other things, several allegations around
23 employees’ regular rate of pay, including shift differentials, orderly operation
24 incentives, company business incentives, profit sharing bonuses, and incentives
25 related to scanning of cargo bags. Pursuant to the notice letter, Plaintiff Santos
26 filed *Santos v. United Airlines, Inc.*, Case No. CGC-20-587208 (San Francisco
27 Superior Court) (“*Santos II*”) on October 19, 2020, which United answered on
28

1 January 15, 2021. *Santos II* pled a single claim for violation of PAGA, based on
2 alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5,
3 218.6, 221-224, 226,226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194,
4 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of
5 Regulations, Title 8 §§ 11000 *et seq.*

6 5. On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to
7 coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No.
8 JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council
9 of California (“JCC”) assigned the JCCP action to Judge Bacal. On December 10, 2021,
10 the Court heard oral argument and issued an order the same day coordinating *Brown* and
11 *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.
12 *Brown, Santos I, Santos II, Robinson*, and JCCP 5187 are referred to herein collectively as
13 the “Lawsuits.”

14 6. The Named Plaintiffs and United engaged in mediation before David A.
15 Rotman on January 28, 2021. The parties were unable to successfully resolve the case at
16 mediation, but agreed to convene for an additional day of mediation after further
17 discovery was completed. The parties participated in a second day of mediation on
18 December 6, 2022. The mediation resulted in a mediator’s proposal, which all
19 participating parties accepted on or about December 16, 2022 .

20 7. United believes that the Lawsuits’ claims and allegations are meritless and
21 contends that at all times it has complied with relevant California and federal law as applied
22 to the Settling Class.

23 8. Over the course of the Lawsuits, the Settling Parties have engaged in
24 significant discussion of the validity of the legal claims at issue, have exchanged extensive
25 documents and information, and have engaged in both motion practice and appeals, all of
26 which have allowed the Settling Parties to fully assess the value of the claims involved.
27 The Settling Parties have agreed to avoid further litigation and to settle and resolve the
28

1 Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims
2 that are or could have been raised in the Lawsuit, that the Settling Class has or may have
3 against United, to the fullest extent permitted by law and without any admission of liability
4 or wrongdoing by either party. The Named Plaintiffs and their counsel have concluded
5 that the Settlement is fair, reasonable, and in the best interests of the Settling Class and
6 respectfully request that the Settlement be approved by the Court.

7 9. This Agreement shall become effective upon the “Effective Date,” as set
8 forth in Section VII below. The Settling Parties hereby agree to do all things and to engage
9 in all procedures reasonably necessary and appropriate to obtain final Court approval of
10 this Agreement, in consideration for: (a) the payment by United of the consideration
11 described herein, subject to the terms, conditions, and limitations of this Agreement; and
12 (b) the release and judgment of the Lawsuits and all claims by the Named Plaintiff and
13 Settling Class Members, as described in Paragraphs 33, 53, 54, and 55 of this Agreement.

14 **II.**
15 **PAYMENTS TO THE SETTLING CLASS, CLASS COUNSEL, NAMED**
16 **PLAINTIFF, AND THE SETTLEMENT ADMINISTRATOR**

17 10. Subject to Court approval, and the provisions of this Agreement, United shall
18 pay an aggregate total of twelve million United States dollars and zero cents
19 (\$12,000,000.00) (the “Gross Settlement Value” or “GSV”) in consideration for the
20 settlement of the Lawsuits and the related release of all claims the Named Plaintiffs, and
21 certain specified claims the Settling Class Members, may have against the United
22 Releasees, as contained in Paragraphs 33, 53, 54, and 55 of this Agreement. Two hundred
23 and fifty thousand U.S. dollars and no cents (\$250,000.00) of the GSV shall be allocated
24 to claims under PAGA (the “PAGA Allocation”).

25 11. With respect to the GSV:

26 (a) United shall Deposit the full GSV in a non-interest bearing account to
27 be established by the Settlement Administrator (as defined in Paragraph 16) within
28

1 fourteen (14) business days of receipt of notice of preliminary approval of the
2 Settlement. Should the Settlement Effective Date never be reached for any reason,
3 the Gross Settlement Amount shall be returned to United. The GSV shall remain
4 in said account, pending occurrence of the Effective Date as defined in Section VII
5 of the Agreement. The Settlement Administrator shall not disburse any portion of
6 these funds until after the Effective Date.

7 (b) The GSV has been agreed upon based upon certain information
8 provided by United regarding the number of Settling Class Members, the number
9 of workweeks worked by the Settling Class, and the number of Settling Class
10 Members for whom background checks were run. Defendant will provide a
11 declaration under penalty of perjury confirming the accuracy of said numbers at the
12 time they were provided. If the number of workweeks in the Settling Class Period
13 were inaccurate at the time they were provided by more than ten percent (10%), the
14 GSV will be increased or decreased proportionately by the percentage amount
15 exceeding ten percent (10%) (for example, if the actual number of workweeks was
16 twelve percent (12%) higher than the GSV will be increased by two percent (2%),
17 or if the actual number of workweeks was eleven percent (11%) lower the GSV
18 will be decreased by one percent (1%)). If the number of Settling Class Members
19 for whom background checks were run was inaccurate by more than ten percent
20 (10%) at the time they were provided, the parties will meet-and-confer on the
21 impact of this error.

22 12. The GSV is the maximum amount that United shall be required to pay for
23 settlement of the Lawsuit, except as provided in paragraph 11(b) above. The GSV will
24 cover compensation to the Settling Class, additional compensation to the Named Plaintiffs
25 as class representatives, the cost of settlement administration and notice, and attorneys'
26 fees and reimbursement of litigation costs and expenses to Class Counsel (as defined in
27 Sections IV and IX), and all payments and disbursements under this Settlement including
28

1 the employer's share of payroll taxes (with respect to those disbursements hereunder that
2 will be treated as wages). This is a non-reversionary settlement, which means that once
3 the Agreement is final and effective, no part of the GSV shall revert to United.

4 **III.**
5 **SETTLING CLASS**

6 13. Solely for the purpose of effectuating this Settlement, and subject to Court
7 approval, the Settling Parties hereby stipulate to the following "Settling Class" comprised
8 of "Settling Class Members" defined as containing the following two subclasses:

9 California Subclass: All individuals who are or previously were
10 employed by United in California and classified as a non-
11 exempt Fleet Service Employees or Passenger Service
12 Employees at any time during the period February 14, 2015, to
13 March 31, 2023.

14 FCRA Subclass: All prospective employees and/or current
15 employees employed by, or formerly employed by United in
16 California who, as a condition of employment, were required to
17 submit to a background check and/or consumer report at any
18 time during the period August 12, 2015, to March 31, 2023.

19 Accordingly, the "California Class Period" is defined as February 14, 2015, through
20 March 31, 2023, and the "FCRA Class Period" is defined as August 12, 2015, to March
21 31, 2023.

22 14. All class-qualifying individuals during the California Class Period and/or
23 FCRA Class Period shall be identified by United and provided to the Settlement
24 Administrator pursuant to Paragraph 20 of this Agreement. Persons who request exclusion
25 from the Settlement (if any) pursuant to the terms of this Settlement shall not be a Settling
26 Class Member, shall not share in the distribution of the GSV, and shall not be bound by
27 the terms of this Settlement, except with respect to PAGA claims.

28 15. The certification of the Settling Class, the Settling Parties' settlement of the
Lawsuits, and their rights and obligations hereunder, are contingent upon final approval by
the Court of this Agreement as to the Settling Class. The Settling Class recognizes and

1 agrees that – in consideration of the covenants undertaken herein by United, including,
2 without limitation, United’s agreement to pay the full amount of the GSV – this Agreement
3 settles certain claims the Settling Class has or may have against United as set out herein.

4 16. Subject to Court approval, the Settling Parties agree that CPT Group will be
5 appointed as Settlement Administrator. The Settlement Administrator will be responsible
6 for establishing and maintaining a non-interest bearing account for the GSV; mailing the
7 class notices; receiving and logging adjustment forms and requests for exclusion;
8 researching and updating addresses through skip-traces and similar means; answering
9 questions from the Settling Class members; reporting on the status of the Settlement to the
10 Settling Parties; preparing a declaration regarding its due diligence in the claims
11 administration process; providing the Settling Parties with data regarding the filing of
12 adjustment forms and requests for exclusion; calculating and distributing settlement
13 checks; calculating tax obligations; remitting any and all tax obligations, including (at
14 United’s sole election) the employer’s share of payroll taxes, to the appropriate taxing
15 authorities; processing the PAGA Allocation; and doing such other things as the Settling
16 Parties may direct. The fees and expenses of the Settlement Administrator (“Settlement
17 Administration Expenses”) shall not exceed sixty thousand U.S. dollars and no cents
18 (\$60,000.00).

19 **IV.**
20 **APPOINTMENT OF NAMED PLAINTIFF’ COUNSEL**
21 **AS SETTLING CLASS COUNSEL**

22 17. Class Counsel for the Settling Class shall be as follows:

23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Aparajit Bhowmik
26 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
27 2255 Calle Clara
28 La Jolla, CA 92037
Telephone: 858-551-1223
Facsimile: 858-551-1232

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Michael Nourmand
James A. De Sario
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, CA 90211
Telephone: 310-553-3600
Facsimile: 310-553-3603

Laurence D. King
Matthew B. George
KAPLAN FOX & KILSHEIMER LLP
1999 Harrison Street, Suite 1560
Oakland, California 94612
Telephone: 415-772-4700
Facsimile: 415-772-4707

James R. Hawkins
Christina M. Lucio
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: 949-387-7200
Facsimile: 949-387-6676

Shani O. Zakay
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203

V.
SETTLEMENT APPROVAL PROCEDURES
AND NOTICE TO CLASS MEMBERS

18. The Settling Parties' settlement of the Lawsuit, and their rights and obligations hereunder, is expressly conditioned on both the Court's preliminary and final approval of this Settlement as to the class defined in Section III of this Agreement.

1 19. At the earliest possible opportunity, Class Counsel shall file a motion
2 requesting an order which, *inter alia*, grants preliminary approval of the Settlement
3 Agreement and sets a date for the settlement fairness hearing (“Final Approval Hearing”).
4 In conjunction with this request, Class Counsel shall submit this Agreement, supporting
5 papers, and proposed forms of all notices and other documents, in the form attached hereto,
6 necessary to implement the Settlement Agreement. The Preliminary Approval Order shall
7 provide for notice of the Agreement and related matters (“Settlement Class Notice”),
8 including notice of the procedure to withdraw from the Class to be sent to the Settling Class
9 as specified herein. The Preliminary Approval Order submitted to the Court shall be in the
10 form attached hereto as Exhibit A, and the Settlement Class Notice shall be in the form
11 attached hereto as Exhibit B, and as further described in Paragraph 49 of this Agreement.

12 20. Not later than fifteen (15) business days after receipt of notice of the Court’s
13 entry of an Order of Preliminary Approval, and to the extent possible based on the presence
14 of information in its records, United shall provide to the Claims Administrator, in electronic
15 form, a spreadsheet that contains the name, social security number, dates of active
16 employment in a class-qualifying capacity during the period February 14, 2015, to March
17 31, 2023, a yes/no statement as to whether the Settling Class Member had a background
18 check or consumer report attributed to them during the period August 12, 2015, to March
19 31, 2023, and last known mailing address of every Settling Class Member. United shall
20 meet-and-confer with the Settlement Administrator regarding the format of said
21 spreadsheet and shall cooperate to provide any additional information which the Settlement
22 Administrator may request that is reasonable and necessary for the purpose of giving Class
23 Notice, allocating and distributing the GSV, and otherwise administering this Agreement.

24 21. Not later than ten (10) business days after receipt of the information
25 described in Paragraph 20 of this Agreement, the Settlement Administrator shall mail the
26 Settlement Class Notice to all Settling Class Members whose address information is known.
27 This mailing will be sent by first-class U.S. mail. Before mailing the Settlement Class
28

1 Notice, the Settlement Administrator shall run the Class member addresses through the U.S.
2 Postal Service’s Change of Address Database.

3 22. The Settlement Administrator shall make such further efforts as are possible
4 and reasonable (if any), to provide the Settlement Class Notice to Settling Class Members
5 whose original Settlement Class Notice is returned as undeliverable, provided that all such
6 efforts shall be completed by the sixtieth (60th) calendar day after the Settlement Class
7 Notice is mailed. The Settlement Administrator shall document all efforts under this
8 Section V, and keep such documentation for a period of four (4) years from the date of the
9 Court’s final approval of the settlement.

10 23. The Settlement Administrator shall set up and maintain a website to post the
11 Notice and provide other relevant information for Class Members about the Settlement.
12 The uniform resource locator (URL) of said website shall not contain the terms “United”
13 or “United Airlines” or similar identifier.

14 VI.

15 **PROCEDURE FOR OBJECTIONS AND OPT-OUTS**

16
17 24. If any Settling Class Member believes that the proposed Settlement should
18 not be approved by the Court for any reason, the Settling Class Member may object by: (1)
19 filing a signed written objection in which the Settling Class Member provides their name,
20 address, and telephone number and states the basis for an objection with the Court and
21 whether they are represented by counsel; (2) serving a copy of the objection on the
22 Settlement Administrator; and (3) sending copies of the objection to counsel for the Named
23 Plaintiff and counsel for United. Settling Class Members may also object by appearing at
24 the hearing for Final Approval.

25 25. Class members are requested to submit written objections within sixty (60)
26 days from the date the Settlement Class Notice is first mailed. Class members will also be
27 notified by the Settlement Class Notice that they may appear at the Court hearing scheduled
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1 for final approval of the Settlement to have objections heard by the Court. Any attorney
2 who represents an individual objecting to the Settlement must file a Notice of Appearance
3 with the Court and timely serve counsel for all parties. All objections or other
4 correspondence must state the name and number of the case, which is *United Airlines, Inc.*
5 *Wage and Hour Cases.*, JCCP 5187 (San Diego Superior Court).

6 26. Any Settling Class Member who does not want to participate in this
7 Settlement may “opt-out” of the Settlement by mailing a written request for exclusion to
8 the Settlement Administrator. Requests for exclusions must be post-marked no later than
9 sixty (60) calendar days after the Settlement Class Notice is first mailed. For a request for
10 exclusion to be valid, it must be actually received by the Settlement Administrator and
11 contain the name and signature of the Settling Class Member. Settling Class Members who
12 opt-out will still be bound by the PAGA release set out herein.

13 27. If a Class member submits both a timely and valid Adjustment Form and a
14 timely and valid request for exclusion, the latter-filed shall be determinative. If the two
15 documents are filed simultaneously, and both are timely and valid, the Settlement
16 Administrator shall attempt to contact the individual and determine his or her intent. If this
17 attempt is unsuccessful, the request for exclusion shall be deemed invalid and the Settling
18 Class Members shall be bound by and have the right to receive a payment through this
19 Settlement.

20 28. A Settling Class Member who timely complies with the exclusion procedures
21 set forth herein shall be excluded from the Settling Class, shall have no standing to object
22 to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this
23 Agreement, and shall be ineligible for any benefits of this Agreement.

24 29. In addition to the list discussed in Paragraph 36, the Settlement Administrator
25 shall stamp the date received on the original of any request for exclusion it receives and
26 serve copies of the request(s) for exclusion on counsel for United within three (3) business
27 days after receipt thereof.

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VII.

THE EFFECTIVE DATE

30. This Agreement shall become final and effective (the “Effective Date”) on the occurrence of all of the following events described in Paragraphs 31 through 34.

31. Entry by the Court of an Order of Preliminary Approval as discussed in Paragraph 19 of this Agreement, and appointment of a Settlement Administrator as described in Paragraph 16 of this Agreement.

32. Class Counsel filing, at or before the Final Approval Hearing, a declaration from the Settlement Administrator:

(a) Certifying that Class Notice to each Settling Class Member was sent in accordance with Sections V and XI of this Agreement and the Preliminary Approval Order;

(b) Setting out the number of Class Notices that were returned as undeliverable, and any efforts under Paragraphs 21 and 22 with regard to same; and

(c) Delineating the number of putative Settling Class Members who submitted timely requests for exclusion, and providing participation metrics measured by both headcount and workweeks on a percentage and absolute numbers basis.

33. Entry by the Court of an Order and Judgment Granting Final Approval. The Settling Parties shall jointly prepare and lodge a proposed Order and Judgment to this effect in advance of the Final Approval Hearing, which shall reflect, *inter alia*: that the Settlement is effective as a release of all claims alleged in the Lawsuits as to the State of California as well as all individuals who did not exclude themselves from the Settlement (provided that individuals who did exclude themselves will still be bound by the PAGA release contained herein), including those who did not cash a check or receive a payment; and the Court’s approval of the settlement pursuant to the terms of this Agreement, including but not limited to the releases set out in Paragraphs 53, 54, and 55. The Order and Judgment

1 Granting Final Approval will be filed in each of *Brown, Robinson, Santos I*, and *Santos II*,
2 and used to either close or dismiss each of the same.

3 34. The occurrence of the “Effective Date of Judgment,” which shall be deemed
4 to be the last to occur of the following:

5 (a) If an appeal or other review is not sought from the Order and
6 Judgment Granting Final Approval, the sixty-fifth (65th) calendar day after entry of
7 the judgment; or

8 (b) If an appeal or other review is sought from the Order and Judgment
9 Granting Final Approval by a Settling Class Member, the day after the trial court’s
10 judgment is affirmed or the appeal or other review is dismissed or denied, and the
11 judgment is no longer subject to judicial review or other challenge.

12 **VIII.**
13 **EFFECT OF NON-APPROVAL,**
14 **FAILURE OF THE EFFECTIVE DATE TO OCCUR, OPT-OUTS**
15 **IN EXCESS OF FIVE PERCENT**

16 35. If any one of the events specified in Section VII do not occur, this Agreement
17 shall be voidable at United’s discretion, and any portion of the GSV previously deposited
18 with the Settlement Administrator shall immediately be returned to United.

19 36. The Settlement Administrator shall provide written notice to Class Counsel
20 and counsel for United no later than five (5) business days after the Notice Period Deadline
21 with a complete list of all putative Settling Class Members who have timely requested
22 exclusion from the class and the percentage of the NSV (as that term is defined in Paragraph
23 45(e) of this Agreement) attributable to each. United, in its sole and independent discretion,
24 shall have the right, but not the obligation, to revoke this Agreement if requests for
25 exclusion from the settlement are filed by five percent (5%) or more of the Settling Class,
26 measured on a headcount or percentage of NSV basis.

1 37. United must exercise its option under Paragraph 36, if at all, within fifteen
2 (15) business days after receipt of the list of all excluded Class members referenced in
3 Paragraph 34.

4 38. In the event that the Agreement is voided pursuant to Paragraphs 36 or 65,
5 then the following shall apply:

6 (a) Nothing in this Agreement shall be construed as a determination,
7 admission, or concession of any substantive or procedural issue in the Lawsuit, and
8 nothing in this Agreement may be offered into evidence in any hearing or trial, or
9 in any subsequent pleading or in any subsequent judicial, arbitral, or administrative
10 proceeding;

11 (b) This Agreement shall be without force or effect, and the Lawsuits will
12 continue to be litigated as if this Agreement never existed;

13 (c) The Settling Parties expressly reserve their rights with respect to the
14 prosecution and defense of the Lawsuits as if this Agreement never existed; and

15 (d) The parties shall evenly split any costs for notice or settlement
16 administration incurred by the Settlement Administrator through that date.

17 **IX.**
18 **ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS**

19 39. The Lawsuits allege a potential claim for attorneys' fees and costs pursuant
20 to, *inter alia*, the California Labor Code. The Settling Parties agree that any and all such
21 claims for attorneys' fees and costs have been settled in this Agreement.

22 40. United recognizes that Class Counsel will apply to the Court for an award of:
23 (i) attorneys' fees in an amount up to, but not more than, one-third (1/3) of the GSV; and
24 (ii) reasonable and necessary costs and expenses (including expenses incurred by Named
25 Plaintiffs in the prosecution of this action) in an amount documented by Class Counsel's
26 billing statements. United will not oppose Class Counsel's application under this
27 Paragraph 40 and the Named Plaintiffs, Class Counsel, and Settling Class Members shall
28

1 not seek payment of attorneys' fees or reimbursement of costs or expenses except as set
2 forth herein. Class Counsel's application under this Paragraph 40 shall be scheduled for
3 determination at the Final Approval Hearing. The attorneys' fees awarded shall be
4 allocated between Class Counsel as follows: Blumenthal Nordrehaug Bhowmik De Blouw
5 LLP – 27.5%; Kaplan Fox Kilsheimer LLP – 22.5%; The Nourmand Law Firm, APC –
6 32.5%; James Hawkins APLC – 10%; Zakay Law Group, APLC – 7.5%.. The costs and
7 expenses awarded shall be allocated between Class Counsel based upon the costs and
8 expenses incurred by each firm as documented in their application.

9 41. United recognizes that, at the same time the application under Paragraph 40
10 is made, Class Counsel will also apply to the Court for an additional award to Named
11 Plaintiffs, in an amount not to exceed ten thousand U.S. Dollars and no cents (\$10,000.00)
12 each, as reasonable additional compensation for the time and effort expended by them in
13 connection with the initiation and maintenance of the Lawsuits and in consideration for the
14 additional release set out in Paragraph 56 (the "Service Awards"). United will not oppose
15 Class Counsel's application under this Paragraph 40 and the Named Plaintiffs, Class
16 Counsel, and Settling Class Members shall not seek payment of any additional service
17 awards except as set forth herein. Class Counsel's application under this Paragraph 41
18 shall be scheduled for determination at the Final Approval Hearing, but Class Counsel's
19 application shall be filed and served before the Class Notice is distributed.

20 42. Any awards pursuant to Paragraphs 40 and/or 41 will be funded solely and
21 completely from the GSV.

22 43. If the Court does not approve the total amount of attorneys' fees, costs, and/or
23 Service Awards requested by Class Counsel pursuant to Paragraphs 40 and/or 41 of this
24 Agreement, any remaining portion of requested amount will be added to the Net Settlement
25 Value (as that term is defined in Paragraph 45(e) of this Agreement). The Settlement
26 Administrator shall recalculate the Class Member payments to account for any reduction
27 in the amount of attorneys' fees, costs and/or Service Awards made by the Court.

1 44. Any proceedings or Court decisions related to Class Counsel’s application
2 for attorneys’ fees, costs and expenses, and/or Service Awards shall not terminate or cancel
3 this Agreement, or otherwise affect the finality of the Court’s Order and Judgment Granting
4 Final Approval or the settlement of this Lawsuit. However, if the Court approves a lesser
5 amount of attorneys’ fees, litigation costs, or Service Awards than those sought by Named
6 Plaintiffs and their counsel, Named Plaintiffs reserve the right to appeal any amount
7 disallowed by the Court, with the understanding that regardless of the outcome of Plaintiffs’
8 appeal, this Settlement shall still be binding.

9
10 **X.**
11 **PLAN OF ALLOCATION AND**
12 **DISTRIBUTION OF THE SETTLEMENT**

13 45. The GSV shall be allocated, in order, as follows:

14 (a) First, to any attorneys’ fees and reasonable and necessary costs and
15 expenses of Class Counsel (including expenses incurred by Named Plaintiffs in the
16 prosecution of this action), as may be awarded by the Court pursuant to Paragraph
17 40 of this Agreement.

18 (b) Second, to any Service Awards to the Named Plaintiffs, as may be
19 awarded by the Court pursuant to Paragraph 41 of this Agreement.

20 (c) Third, to the Settlement Administration Expenses incurred by the
21 Settlement Administrator in performing its duties under this Agreement, as
22 approved by the Court, pursuant to Paragraph 16 of this Agreement.

23 (d) Fourth, to the State of California in the amount of seventy-five percent
24 (75%) of the PAGA Allocation, in penalties pursuant to PAGA, and to the
25 Individual PAGA Payments to the Aggrieved Employees from their twenty-five
26 percent (25%) of the PAGA Allocation, in penalties pursuant to PAGA;

27 (e) Fifth, to the “Net Settlement Value” or “NSV.” The Net Settlement
28 Value shall be defined as the value of the GSV less the items described in

1 Subparagraphs 45(a)-(d). The Net Settlement Value shall be allocated to the
2 Settling Class as described in Section XI. The Settlement Administrator shall be
3 responsible for the allocation and distribution of the Net Settlement Value to the
4 Settling Class Members.

5 (f) Sixth, the amount of any settlement checks that are not cashed by
6 Settling Class Members as well as any portion of the GSV not otherwise allocated
7 under this Settlement shall be the Residual Amount. The checks for Class Member
8 Payments and for Individual PAGA Payments shall be valid for one hundred and
9 eighty (180) days. The Settlement Administrator shall send a reminder notice to
10 any individual who has failed to negotiate their check by one hundred and twenty
11 (120) days after issuance. Any checks not cashed after the one hundred and eighty
12 (180) day period shall be voided and the Residual Amount shall be paid to the State
13 Controller Unclaimed Property Fund in the name of the individual who failed to
14 cash their check.

15 46. The Settlement Administrator shall make payments from the GSV pursuant
16 to this Section X within fourteen (14) calendar days after the Effective Date, but only after
17 the Effective Date.

18 47. In light of the nature of the claims in the Lawsuit, for the purposes of
19 determining and/or calculating applicable taxes, with respect to the payments to the
20 California Subclass, seventy-five percent (75%) of each Class Member Payment (as that
21 term is defined in Paragraph 53 of this Agreement) shall be classified as ordinary income
22 and penalties, payable on a Form 1099 and twenty-five percent (25%) of each Class
23 Member Payment shall be classified as wages, payable on a Form W2. With respect to the
24 payments to the FCRA Subclass, one hundred percent (100%) of their Class Members
25 Payment is for penalties and interest, payable on a Form 1099. One hundred percent
26 (100%) of the Aggrieved Employees' Individual PAGA Payments are for civil penalties,
27 payable on a Form 1099. One hundred percent (100%) of the Named Plaintiffs' Service
28

1 Award will be allocated to ordinary income, payable on a Form 1099. The Named
2 Plaintiffs and Settling Class Members shall be individually responsible for any and all tax
3 implications or obligations attributable to receipt of the Service Award and/or Class
4 Member Payments. The Settlement Administrator shall be responsible for generating any
5 necessary or appropriate documents and remitting any necessary monies to the appropriate
6 agencies in connection with payments hereunder. United shall provide the Settlement
7 Administrator with any information reasonably necessary to perform the calculations
8 discussed in this Paragraph 45.

9
10 **XI.**
11 **DETERMINATION OF THE AMOUNT, PROCESSING,**
12 **AND PAYMENT OF CLASS MEMBER CLAIMS**

13 48. The Settlement Class Notice sent to each Settling Class Member shall be
14 accompanied by a separate Adjustment Form which is attached hereto as Exhibit C. The
15 Adjustment Form shall be individualized for each Settling Class Member with information
16 reflecting the number of workweeks during the Settling Class Period worked in a capacity
17 qualifying for membership in the California Subclass during the California Class Period,
18 and whether the Settling Class Member has a background check or consumer report
19 attributed to them during the period August 12, 2015, to March 31, 2023, pursuant to the
20 spreadsheet discussed in Paragraph 20 of this Agreement. Additionally, the Adjustment
21 Form will contain the estimated dollar value of the Class Member Payment, as that term is
22 defined in Paragraph 53 of this Agreement, assuming that Class Counsel's requests under
23 Paragraphs 40 and 41 of this Agreement are granted in their entirety and that all information
24 contained in the spreadsheet discussed in Paragraph 20 is correct. The Class Notice and
25 Adjustment Form shall inform each Settling Class Member that they may submit a
26 corrected Adjustment Form, along with supporting documentation, to the Settlement
27 Administrator to the extent a Settling Class Member believes that any of the information
28 pertaining to that individual on the Adjustment Form is incorrect. The Settlement Class

1 Notice and Adjustment Form shall further inform each Settling Class Member that, to be
2 valid, the completed Adjustment Form must bear a postmark reflecting a date within
3 sixty (60) calendar days from the date of first mailing of the Settlement Class Notice (the
4 “Notice Period Deadline”). Settling Class Members bear the responsibility of ensuring that
5 information on the Adjustment Form is correct and that any Adjustment Forms submitted
6 to the Settlement Administrator are actually received by the Settlement Administrator in
7 compliance with this Agreement.

8 49. The Settlement Class Notice shall contain the release and waiver of claims
9 against United contained in Paragraphs 55, 56, and 57 of this Agreement, and an easily
10 understood statement alerting Settling Class Members that by failing to submit a Request
11 for Exclusion the individual is executing a release and waiver of all such claims the
12 employee may have against United, whether or not they receive a payment.

13 50. As provided in Paragraph 20, United will provide the Settlement
14 Administrator with the information required to individualize the Adjustment Forms
15 discussed in Paragraph 48 of this Agreement. The Settlement Administrator will be solely
16 responsible for resolving any discrepancies between United’s documentation and
17 conflicting information provided by the Settling Class member in an Adjustment Form,
18 and said resolution by the Settlement Administrator shall be final and binding on all parties.
19 Once the Settlement Administrator resolves a given discrepancy, it will notify the Settling
20 Class Member of its decision in writing and within ten (10) calendar days. United agrees
21 to provide additional available information that is reasonable and necessary for the
22 Settlement Administrator to resolve any such discrepancies.

23 51. The State of California, and all putative Settling Class Members who have
24 not returned a completed and timely Request for Exclusion, shall be bound by the Order
25 and Judgment Granting Final Approval and the release of claims set forth in Paragraphs
26 53, 54, and 55 of this Agreement.

27 52. As soon as practicable after the Notice Period Deadline, the Settlement
28

1 Administrator shall calculate the Class Member Payments as follows: (i) first, a flat
2 payment of \$75 per person to each FCRA Subclass Member shall be paid from the NSV;
3 (ii) second, after deducting the FCRA Subclass payments from the NSV, the amount
4 remaining shall be allocated to the California Subclass Members as follows: (i) the
5 Settlement Administrator shall determine the weeks worked for each California Subclass
6 Member during the period February 14, 2015, to March 31, 2023 based upon the data
7 provided by Defendant pursuant to Paragraph 20 of this Agreement; (ii) the Settlement
8 Administrator shall then divide the amount remaining in the NSV by the total number of
9 weeks for the California Subclass to determine a dollar amount per week (“Weekly Rate”);
10 and (iii) the Settlement Administrator shall then take the number of weeks worked by each
11 California Subclass Member and multiply it by the Weekly Rate to calculate their
12 Settlement Share. Settling Class Members who request exclusion shall not be paid a Class
13 Member Payment, and their Class Members Payments shall be part of the NSV.

14 53. The disbursement to each Settling Class Member shall be the number which
15 results from the above calculation set forth in Paragraph 52 (the “Class Member Payment”).
16 The disbursement to each Aggrieved Employees shall be the Individual PAGA Payments
17 allocated from the twenty-five percent (25%) share of the PAGA Allocation calculated by
18 (a) dividing the amount of the Aggrieved Employees’ twenty five percent (25%) share of
19 PAGA Allocation (sixty-two thousand five hundred U.S. dollars and no cents (\$62,500))
20 by the total number of pay periods worked by all Aggrieved Employees during the PAGA
21 Period and (b) multiplying the result by each Aggrieved Employee’s pay periods.
22 “Aggrieved Employees” are all individuals who were employed by Defendant in California
23 and classified as a non-exempt Fleet Service Employee or Passenger Service Employee at
24 any time during the PAGA Period. The “PAGA Period” is the time period from February
25 15, 2018 through March 31, 2023.

26 54. The Settlement Administrator shall provide counsel for the Settling Parties
27 with a Final Accounting and Report not later than five (5) court days after the Effective
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1 Date. This Final Accounting and Report will include the calculations discussed in this
2 Section XI.

3
4 **XII.**
RELEASES

5 55. **Release by Settling Class.** Upon full funding of the GSV and in exchange
6 for the consideration, undertakings, and covenants undertaken by United in this Agreement,
7 including but not limited to the provisions of Paragraph 10 and Section XIII, and to the
8 extent permitted by applicable law, all members of the Settling Class, except those
9 individuals (if any) who validly requested exclusion, hereby release, discharge, and
10 covenant not to sue United Airlines, Inc., including its predecessors, successors, affiliates,
11 parents, subsidiaries, related companies, employees, agents, shareholders, officers,
12 directors, attorneys, insurers, and any entity which could be jointly liable with it, or any of
13 them (individually and collectively “the United Releasees,”) from and with respect to the
14 following actions, causes of action, suits, liabilities, claims, and demands, whether known
15 or unknown, which the Settling Class, or individual members thereof, has, or had against
16 the United Releasees, or any of them, as follows:

17 (a) With regard to the California Subclass during the California Class
18 Period, all wage and hour claims that were alleged, or reasonably could have been
19 alleged, which occurred during the California Class Period, excluding any
20 background check claims, including all claims for violation of: Labor Code §§ 201-
21 203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-
22 2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including
23 claims for vested benefits, wrongful termination, violation of the Fair Employment
24 and Housing Act, unemployment insurance, disability, social security, workers'
25 compensation, and California wage and hour class claims outside of the California
26 Class Period;

1 (b) With regard to the FCRA Subclass during the FCRA Class Period, ,
2 all background check and/or consumer report claims that were alleged, or
3 reasonably could have been alleged, which occurred during the FCRA Class Period,
4 excluding any wage and hour claims, including all claims for violation of: the Fair
5 Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit
6 Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code §
7 1024.5, and the California Investigative Consumer Reporting Agencies Act,
8 California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security,
11 workers' compensation, and background check claims outside of the FCRA Class
12 Period;

13 (c) The claims set out in Paragraph 53(a) and Paragraph 53(b), along with
14 claims under California Labor Code §§ 2698 *et seq.* and California Business &
15 Professions Code § 17200 *et seq.* predicated thereon, shall be referred to collectively
16 as the “Released Claims.”

17 (d) The Released Claims include specifically, by way of further
18 description, but not by way of limitation, any and all claims arising out of or
19 reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines,
20 penalties, wages, interest, restitution, liquidated damages, punitive damages,
21 declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the
22 claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited
23 to any such claims based on the California Labor Code, Business and Professions
24 Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil
25 Procedure).

26 56. **Additional Release by Named Plaintiffs.** Upon full funding of the GSV
27 and in exchange for the consideration, undertakings, and covenants undertaken by United
28

1 in this Agreement, including but not limited to the provisions of Paragraphs 10 and 41, and
2 to the extent permitted by applicable law, the Named Plaintiffs – in addition to the release
3 set out in Paragraph 53 of this Agreement – further hereby releases, discharges, and
4 covenants not to sue the United Releasees with respect to and from any and all claims,
5 charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits,
6 causes of action, disputed wages, obligations, debts, expenses, attorneys’ fees, damages,
7 penalties, interest, judgments, orders and liabilities of whatever kind or nature in law,
8 equity or otherwise, whether now known or unknown, suspected or unsuspected, and
9 whether or not concealed or hidden, which they now own or hold or they have at any time
10 heretofore owned or held, arising out of or in any way connected with their employment,
11 separation of employment, or any other relationship with, the United Releasees, or any
12 other transactions, occurrences, acts or omissions or any loss, damage or injury whatever,
13 known or unknown, suspected or unsuspected, resulting from any act or omission by or on
14 the part of said United Releasees, or any of them, committed or omitted prior to the date of
15 the Court’s order granting final approval; provided, however, that claims for additional
16 short term disability benefits, and under the Age Discrimination in Employment Act, as
17 modified by the Older Workers Benefits Protection Act, are excluded (collectively,
18 “Named Plaintiff’s Claims”). Aside from the aforementioned limitation, the parties intend
19 the Named Plaintiff’s release to be general and comprehensive in nature and to release all
20 Named Plaintiff’s Claims and potential Named Plaintiff’s Claims against the United
21 Releasees to the maximum extent permitted at law. Named Plaintiff’s Claims being
22 released include specifically, by way of description, but not by way of limitation, any and
23 all claims arising out of or in any way related to: (i) any interactions between Named
24 Plaintiffs and the United Releasees; (ii) Named Plaintiff’ application for employment,
25 employment, separation of employment, contractual, and/or quasi-contractual relationship
26 with the United Releasees; (iii) any allegations as to disputed wages, remuneration, and/or
27 other compensation, due by operation of statute, ordinance, contract, or quasi-contract; (iv)

1 any federal, state, or local law prohibiting discrimination or retaliation on the basis of age,
2 race, color, ancestry, religion, disability, sex, national origin, or citizenship, including,
3 without limitation, claims under Title VII, the California Fair Employment and Housing
4 Act, and the Americans With Disabilities Act; (v) the California Labor Code, the California
5 Business & Professions Code, California IWC Orders, the Employee Retirement Income
6 Security Act, or any other similar statutes whatever the city, county, state, or country of
7 enactment; (vi) any claims under the Family and Medical Leave Act of 1993 and/or the
8 California Family Rights Act; and (vii) any transactions, occurrences, acts, statements,
9 disclosures, or omissions occurring prior to the date of the Court’s order granting final
10 approval.

11 57. **Limited Waiver of California Civil Code Section 1542.** The waiver
12 contained in this Paragraph 57 is not intended to expand the nature of the claims released
13 by the Settling Class beyond the Released Claims set out in Paragraph 55, but rather is
14 intended to ensure that the release set out in Paragraph 55 is fully enforceable and is not
15 impeded by Section 1542. With that understanding, all Settling Class Members (including,
16 without limitation, the Named Plaintiffs), and the State of California, intend and/or are
17 deemed to intend that this Agreement should be effective as a bar to any and all of the
18 claims released by Paragraphs 55 and 56. In furtherance of this intention, all Settling Class
19 Members and the State of California expressly waive any and all rights or benefits
20 conferred on them by the provisions of Section 1542 of the California Civil Code with
21 respect to the Released Claims. Section 1542 provides as follows:

22 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
23 **THAT THE CREDITOR OR RELEASING PARTY DOES**
24 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
26 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
27 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
28 **WITH THE DEBTOR OR RELEASED PARTY.”**

1 58. All Settling Class Members and the State of California understand fully the
2 statutory language of Civil Code § 1542, and, with this understanding, specifically waive
3 all rights they may have under California Civil Code § 1542 with regard to the Released
4 Claims. The Settling Class and the State of California desire and intend, or are deemed to
5 desire and intend, that this Agreement shall be given full force and effect according to each
6 and all of its express terms and provisions, including those relating to unknown and
7 unsuspected claims, if any, as well as those relating to the claims referred to above.

8 59. **Released PAGA Claims.** Upon full funding of the GSV, the State of
9 California and all Aggrieved Employees shall release Defendant and the United Releasees
10 of all claims under PAGA that were alleged, or reasonably could have been alleged, which
11 occurred during the PAGA Period, and expressly excluding all other claims, including
12 claims for vested benefits, wrongful termination, violation of the Fair Employment and
13 Housing Act, unemployment insurance, disability, social security, workers' compensation,
14 and, PAGA claims outside of the PAGA Period.

15
16 **XIII.**
17 **ADDITIONAL TERMS AND CONDITIONS**

18 60. **Settlement Fair and Reasonable**

19 Class Counsel has considerable experience in litigating and settling wage-
20 and-hour class actions of this type and is sufficiently familiar with the facts of this case and
21 the applicable laws and regulations to make an informed judgment as to the fairness of this
22 Settlement. In light of this experience, and for reasons that will be more fully explained in
23 Class Counsel's motion for preliminary approval, Class Counsel and the Named Plaintiffs
24 believe that the settlement terms herein are fair and reasonable with regard to the interests
25 of the Settling Class.

1 61. Settlement the Result of Arm's-Length Bargaining.

2 The terms of the settlement of these Lawsuits resulted from several years of
3 litigation generally, as well as two full days of mediation before and many follow-up
4 communications with a third-party neutral.

5 62. Notices.

6 Except for Settling Class Member notices which are required herein to be
7 made to or by the Settlement Administrator, all notices, requests, demands, and other
8 communications related to or in connection with this Agreement shall be in writing, and
9 shall be provided by appropriate method depending on the urgency (*e.g.*, personal delivery,
10 facsimile, overnight delivery, or first-class U.S. mail) to:

11 **TO THE SETTLING CLASS:**

12 Norman B. Blumenthal
13 Kyle R. Nordrehaug
14 Aparajit Bhowmik
15 BLUMENTHAL NORDREHAUG
16 BHOWMIK DE BLOUW LLP
17 2255 Calle Clara
18 La Jolla, CA 92037
19 Telephone: 858-551-1223
20 Facsimile: 858-551-1232

21 **TO United:**

22 Adam P. KohSweeney
23 O'Melveny & Myers LLP
24 Two Embarcadero Center
25 San Francisco, CA 94111-3823
26 Telephone: 415-984-8912
27 Facsimile: 415-984-8701

28 63. No Admission of Liability.

 Nothing herein shall constitute any admission by United of wrongdoing or
liability or of the truth of any factual allegations in the Lawsuits. Nothing herein shall
constitute an admission by United that the Lawsuits were properly brought as a class or
representative action other than for settlement purposes. To the contrary, United has denied
and continues to deny each and every material factual, procedural, and/or legal allegation
and alleged claim asserted in the Lawsuits, and has contended throughout that it has
employment policies in place that meet or exceed the requirements of applicable law. To
this end, the settlement of the Lawsuit, the negotiation and execution of this Agreement,
and all acts performed or documents executed pursuant to or in furtherance of this

1 Agreement or the settlement: are not, shall not be deemed to be, and may not be used as,
2 an admission or evidence of any wrongdoing or liability on the part of United or of the
3 truth of any of the factual allegations in the Complaint in the Lawsuits; and are not, shall
4 not be deemed to be, and may not be used as, an admission or evidence of any fault or
5 omission on the part of United in any civil, criminal or administrative proceeding in any
6 court, administrative agency, or other tribunal.

7 64. Modification by Writing Only.

8 This Agreement, and its terms and Exhibits, may be modified only in a
9 writing signed by all counsel of record for the parties, and will not become effective unless
10 and until approved by the Court or otherwise as ordered by the Court.

11 65. Representations.

12 (a) The Named Plaintiffs and Class Counsel represent that they are
13 presently unaware of any other lawsuit or administrative proceeding which alleges
14 any of the claims asserted by the Lawsuit.

15 (b) The Named Plaintiffs, on behalf of themselves and the Settling Class,
16 have expressly authorized Class Counsel to take all appropriate action required or
17 permitted to be taken pursuant to this Agreement to effectuate its terms.

18 (c) Each attorney executing this Agreement or any of its Exhibits on
19 behalf of any party hereto hereby warrants that full authority to do so has been given
20 by his/her client(s).

21 (d) Undersigned counsel for Ella Brown, and Mr. Walter Brown,
22 represent and warrant that Plaintiff Ella Brown is deceased, and that Mr. Walter
23 Brown has full authority and approval to bind her estate to the terms of this
24 Agreement.

25 (e) United, Class Counsel, and Named Plaintiffs waive their right to file
26 an appeal, writ, or any challenge whatsoever to the terms of this Agreement;
27 provided, however, that Class Counsel and the Named Plaintiffs may appeal the
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1 Court's determinations with regard to the requests set out in Paragraphs 40 and 41.
2 Consistent with Paragraph 44, however, any such appeal will have no effect
3 whatsoever on the other terms and provisions of this Agreement, including, by way
4 of example but not of limitation, the releases set out in Paragraphs 55, 56, and 57.

5 (f) The Settling Parties represent and agree that neither have received
6 and/or relied upon any advice and/or representations from the other party and/or its
7 attorneys as to the necessity for withholding or the taxability of the consideration
8 paid pursuant to this Agreement, whether pursuant to federal, state, or local income
9 tax statutes or otherwise.

10 66. Further Cooperation.

11 The Settling Parties and their respective counsel of record shall proceed
12 diligently to prepare and execute all documents, to seek the necessary Court approvals,
13 and to do all other things reasonably necessary to conclude this Settlement.

14 67. Construction and Integration.

15 This Agreement, including its exhibits, constitutes the entire agreement and
16 understanding between the Settling Parties, and supersedes any previous agreements or
17 understandings between the Settling Parties. No representations, warranties, or
18 inducements have been made to any party concerning the subject matter of this Agreement
19 and/or exhibits other than the representations, warranties, and covenants contained in such
20 documents. This Agreement and related exhibits shall be construed each as a whole, and
21 with reference to one another, according to their fair meaning and intent. Each of the
22 Settling Parties represent that its/her counsel has participated and cooperated in the drafting
23 and preparation of this Agreement and related exhibits; hence, in any construction to be
24 made of this Agreement and/or exhibits, the same shall not be construed against any party
25 on the basis that said party was the drafter.

1 68. Governing Law.

2 This Agreement and the Exhibits hereto shall be deemed to have been
3 negotiated, executed, and delivered, and to be wholly performed, in the State of California.
4 The rights and obligations of the parties under the Agreement shall be construed and
5 enforced in accordance with, and be governed by, the substantive and procedural laws of
6 the State of California without regard to California’s choice of law principles.

7 69. Counterparts.

8 This Agreement may be executed in one or more faxed or e-mailed
9 counterparts, which may be filed with the Court. All executed counterparts, and each of
10 them, shall be deemed to be one and the same instrument. Once available, a complete set
11 of executed counterparts shall be filed with the Court. Copies of the complete set of
12 executed counterparts may be used for all purposes in lieu of the originals and shall have
13 the same force and effect as the originals.

14 70. Attorneys’ Fees, Costs, and Expenses.

15 Except as otherwise specifically provided for herein, each party shall bear
16 its/her own attorneys’ fees, costs, and expenses, taxable or otherwise, incurred by them in
17 or arising out of the Lawsuit, and shall not seek reimbursement thereof from any other
18 party to this Agreement.

19 71. Publicity.

20 The Named Plaintiffs and Class Counsel agree that they will not publicize or
21 announce this Settlement in a press release or marketing materials or on the internet. This
22 provision shall not bar: (i) the Named Plaintiffs nor Class Counsel from responding to
23 affirmative inquiries initiated by the press (in which case the response shall be limited to
24 that fact that “the parties have mutually agreed to settle certain claims to avoid the
25 uncertainties of litigation”) and by Settling Class Members; (ii) the Settling Parties or their
26 counsel from informing Class members about the Settlement and ensuring that all Class
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1 members have notice of the Settlement; or (iii) posting otherwise publicly available
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,
7 the administration of the settlement and this Agreement, and distribution of the GSV; and
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this
9 Agreement.

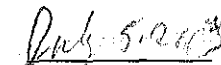
10 73. Calculation of Time

11 To the extent that any timeframe set out in this Agreement is ambiguous, said
12 ambiguity shall be resolved by applying the conventions contained in California Code of
13 Civil Procedure §§ 12-12c.

14
15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly
16 authorized representatives accept and agree to the terms of this Agreement and hereby
17 execute it voluntarily and with a full understanding of its consequences.

18
19 

20 Walter Brown, Guardian of the Estate for
21 Ella Brown, signing for Ella Brown
22 Named Plaintiff



23 Date

24 Roland E. Robinson
25 Named Plaintiff

26 Date

27 Samuel Umanzor
28 Named Plaintiff

Date

1 members have notice of the Settlement; or (iii) posting otherwise publicly available
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,
7 the administration of the settlement and this Agreement, and distribution of the GSV; and
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this
9 Agreement.

10 73. Calculation of Time

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13 Civil Procedure §§ 12-12c.

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15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly
16 authorized representatives accept and agree to the terms of this Agreement and hereby
17 execute it voluntarily and with a full understanding of its consequences.

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19
20 _____
Walter Brown, Guardian of the Estate for
Ella Brown, signing for Ella Brown
21 Named Plaintiff

_____ Date

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_____ 07/06/2023

23 _____
Roland E. Robinson
24 Named Plaintiff

_____ Date

25 _____
Samuel Umanzor
26 Named Plaintiff

_____ Date

1 members have notice of the Settlement; or (iii) posting otherwise publicly available
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,
7 the administration of the settlement and this Agreement, and distribution of the GSV; and
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this
9 Agreement.

10 73. Calculation of Time

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13 Civil Procedure §§ 12-12c.

14
15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly
16 authorized representatives accept and agree to the terms of this Agreement and hereby
17 execute it voluntarily and with a full understanding of its consequences.

18
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20 _____
Walter Brown, Guardian of the Estate for
Ella Brown, signing for Ella Brown
Named Plaintiff

Date

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22
23 _____
Roland E. Robinson
Named Plaintiff

Date

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Samuel Umazor (Jun 28, 2023 18:22 PDT)

Jun 28, 2023

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Samuel Umazor
Named Plaintiff

Date

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John Thomas
Named Plaintiff

Date

DocuSigned by:
Carlos Santos

7/5/2023

06DA938BCBAD44A...
Carlos Santos
Named Plaintiff

Date

By: Robert Rivkin
Senior Vice President and Chief Legal
Officer, for and on behalf of United
Airlines, Inc.

Date

APPROVED AS TO CONTENT AND FORM:

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik



Kyle Nordrehaug

7/13/23

Date

Attorneys for Named Plaintiff
Ella Brown

THE NOURMAND LAW FIRM, APC
Michael Nourmand
James A. De Sario

By: Michael Nourmand
Attorneys for Named Plaintiff
Roland E. Robinson

Date


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John Thomas
Named Plaintiff

Date

Carlos Santos
Named Plaintiff

Date



By: Robert Rivkin
Senior Vice President and Chief Legal
Officer, for and on behalf of United
Airlines, Inc.

06-27-23
Date

APPROVED AS TO CONTENT AND FORM:

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik

By: Kyle Nordrehaug
Attorneys for Named Plaintiff
Ella Brown

Date

THE NOURMAND LAW FIRM, APC
Michael Nourmand
James A. De Sario

By: Michael Nourmand
Attorneys for Named Plaintiff
Roland E. Robinson

Date

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John Thomas
Named Plaintiff

Date

Carlos Santos
Named Plaintiff

Date

By: Robert Rivkin
Senior Vice President and Chief Legal
Officer, for and on behalf of United
Airlines, Inc.

Date

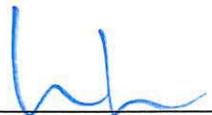
APPROVED AS TO CONTENT AND FORM:

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik

By: Kyle Nordrehaug
Attorneys for Named Plaintiff
Ella Brown

Date

THE NOURMAND LAW FIRM, APC
Michael Nourmand
James A. De Sario



By: Michael Nourmand
Attorneys for Named Plaintiff
Roland E. Robinson

7/6/23

Date

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KAPLAN FOX & KILSHEIMER LLP

Laurence D. King

Matthew B. George



By: Matthew B. George
Attorneys for Named Plaintiffs
Samuel Umanzor and John Thomas

6/29/23

Date

JAMES HAWKINS APLC

James R. Hawkins

Christina M. Lucio

By: Christina M. Lucio
Attorneys for Named Plaintiff
Carlos Santos

Date

ZAKAY LAW GROUP, ALPC

Shani O. Zakay

By: Shani O. Zakay
Attorneys for Named Plaintiff
Ella Brown

Date

O'MELVENY & MYERS LLP

Adam P. KohSweeney

Kristin MacDonnell

By: Adam P. KohSweeney
Attorneys for Defendant
United Airlines, Inc.

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KAPLAN FOX & KILSHEIMER LLP
Laurence D. King
Matthew B. George

By: Matthew B. George
Attorneys for Named Plaintiffs
Samuel Umanzor and John Thomas

Date

JAMES HAWKINS APLC
James R. Hawkins
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By: Christina M. Lucio
Attorneys for Named Plaintiff
Carlos Santos

07/05/2023

Date

ZAKAY LAW GROUP, ALPC
Shani O. Zakay

By: Shani O. Zakay
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Ella Brown

Date

O'MELVENY & MYERS LLP
Adam P. KohSweeney
Kristin MacDonnell

By: Adam P. KohSweeney
Attorneys for Defendant
United Airlines, Inc.

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KAPLAN FOX & KILSHEIMER LLP
Laurence D. King
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By: Matthew B. George
Attorneys for Named Plaintiffs
Samuel Umanzor and John Thomas


Date

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio

By: Christina M. Lucio
Attorneys for Named Plaintiff
Carlos Santos

Date

ZAKAY LAW GROUP, ALPC
Shani O. Zakay



By: Shani O. Zakay
Attorneys for Named Plaintiff
Ella Brown

7/13/2023

Date

O'MELVENY & MYERS LLP
Adam P. KohSweeney
Kristin MacDonnell

By: Adam P. KohSweeney
Attorneys for Defendant
United Airlines, Inc.

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KAPLAN FOX & KILSHEIMER LLP
Laurence D. King
Matthew B. George

By: Matthew B. George
Attorneys for Named Plaintiffs
Samuel Umanzor and John Thomas

Date

JAMES HAWKINS APLC
James R. Hawkins
Christina M. Lucio

By: Christina M. Lucio
Attorneys for Named Plaintiff
Carlos Santos

Date

ZAKAY LAW GROUP, ALPC
Shani O. Zakay

By: Shani O. Zakay
Attorneys for Named Plaintiff
Ella Brown

Date

O'MELVENY & MYERS LLP
Adam P. KohSweeney
Kristin MacDonnell



By: Adam P. KohSweeney
Attorneys for Defendant
United Airlines, Inc.

06/28/2023
Date

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

**IN RE: UNITED AIRLINES WAGE
AND HOUR CASES**

Included Actions:

BROWN v. UNITED AIRLINES, INC.
San Diego County Superior Court
Case No. 37-2019-00008533-CU-OE-CTL
(Lead Case) (filed on February 14, 2019)

ROBINSON vs. UNITED AIRLINES, INC.
Alameda County Superior Court
Case No. RG19014578
(filed on April 11, 2019)

SANTOS vs. UNITED AIRLINES, INC.
San Francisco County Superior Court
Case No. CGC-20-585926
(filed on August 12, 2020)

SANTOS vs. UNITED AIRLINES, INC.
San Francisco County Superior Court
Case No. CGC-20-587208
(filed on October 19, 2020)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL TO
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
RELEASE**

Case No. JCCP 5187

Judge: Hon. Katherine Bacal
Dep't C-69

1 The Court has before it the joint Agreement by Plaintiffs Ella Brown, Roland E.
2 Robinson, Samuel Umanzor, and Carlos Santos, individually and as class representatives
3 (collectively, “Plaintiffs”), and Defendant United Airlines, Inc. (“Defendant” or “United”)
4 for preliminary approval of a proposed class action settlement. After reviewing the parties’
5 written submissions and after hearing arguments of counsel, the Court hereby finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis that the settlement memorialized in
8 the Class and Representative Action Settlement Agreement (the (“Settlement” or
9 “Agreement”) and filed with the Court, falls within the range of reasonableness and
10 therefore meets the requirements for preliminary approval. The Agreement sets out the
11 terms upon which United will settle all claims that have been brought against it in the
12 coordinated case *In re: United Airlines Wage and Hour Cases*, JCCP 5187, as well as in
13 all constituent matters as listed in the caption above.

14 2. **Settling Class.** The Court finds, for purposes of settlement only, that the
15 Settling Class as defined in the Agreement meets the requirements for certification under
16 California law, and therefore conditionally certifies, for settlement purposes only, the
17 following Settling Class comprised of two subclasses:

18 California Subclass: All individuals who are or previously were employed by
19 United in California and classified as a non-exempt ramp agent or customer
20 service representative employees at any time during the period February 14, 2015,
21 to March 31, 2023.

22 FCRA Subclass: All prospective employees and/or current employees employed
23 by, or formerly employed by United in California who, as a condition of
24 employment, were required to submit to a background check and/or consumer
25 report at any time during the period August 12, 2015, to March 31, 2023.

26 3. **Appointment of Class Representative.** The Court appoints, for settlement
27 purposes only, Plaintiffs Ella Brown, Roland E. Robinson, Samuel Umanzor, and Carlos
28

1 Santos as Class Representatives.

2 4. **Appointment of Class Counsel.** The Court appoints, for settlement
3 purposes only, the following counsel as Settlement Class Counsel:

4 Norman B. Blumenthal
5 Kyle R. Nordrehaug
6 Aparajit Bhowmik
7 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: 858-551-1223
11 Facsimile: 858-551-1232

12 Michael Nourmand
13 James A. De Sario
14 THE NOURMAND LAW FIRM, APC
15 8822 West Olympic Boulevard
16 Beverly Hills, CA 90211
17 Telephone: 310-553-3600
18 Facsimile: 310-553-3603

19 Laurence D. King
20 Matthew B. George
21 KAPLAN FOX & KILSHEIMER LLP
22 1999 Harrison Street, Suite 1560
23 Oakland, California 94612
24 Telephone: 415-772-4700
25 Facsimile: 415-772-4707

26 James R. Hawkins
27 Christina M. Lucio
28 JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: 415-772-4700
Facsimile: 415-772-4707

Shani O. Zakay
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047

1 Facsimile: (858) 404-9203

2 5. **Settlement Administrator and Notice.** The Settling Parties shall retain
3 the services of CPT Group for the administration of the Settlement, and said entity is
4 hereby appointed Settlement Administrator. As described in Paragraphs 21 and 22 of the
5 Agreement, by no later than ten (10) business days after receiving the information
6 described in Paragraph 20 of the Agreement, the Settlement Administrator shall provide
7 notice of settlement (“Settlement Class Notice”) and an adjustment form (“Adjustment
8 Form”) to all Settling Class Members by first class U.S. mail to their last known address
9 according to the information that United will provide to the Settlement Administrator
10 pursuant to Paragraph 20 of the Agreement. The Settlement Class Notice shall be in the
11 form lodged as Exhibit “B” to the Agreement. The Settlement Administrator shall make
12 such further efforts as are possible and reasonable (if any) to provide the Settlement Class
13 Notice to Settling Class Members whose original Settlement Class Notice is returned as
14 undeliverable, provided that all such efforts shall be completed by the sixtieth (60th)
15 calendar day after the Settlement Class Notice is mailed. The Court finds that the content
16 and schedule of the mailings discussed in this Order meet the requirements of due
17 process, provide the best notice practicable, and will constitute sufficient notice to
18 Settling Class Members.

19 6. **Requests for Adjustment.** Settling Class Members may request a change
20 to their allocation under the Settlement by mailing the Settlement Administrator a signed
21 and dated Adjustment Form, along with supporting documentation, as set forth in
22 Paragraph 48 of the Agreement. The Adjustment Form shall be in the form lodged as
23 Exhibit “C” to the Agreement. Pursuant to the terms of the Agreement, the Settlement
24 Administrator shall have the authority to determine the appropriate payments to Settling
25 Class Members and shall have final authority to resolve any disputes regarding the same.

26 7. **Exclusions.** Putative Settling Class Members may exclude themselves from
27 the Settlement Class by mailing the Settlement Administrator a signed and dated request
28

1 for exclusion, as set forth in Paragraph 26 of the Agreement. Pursuant to the terms of the
2 Agreement, all Settling Class members will be bound by the Agreement and its release,
3 regardless of whether or not they receive a payment, unless they timely file a proper
4 Request for Exclusion.

5 8. **Final Approval.** A Final Approval Hearing shall be held before this Court
6 on _____ at _____ in Department 69 at the San Diego County
7 Superior Court to determine all necessary matters concerning the Settlement, including:
8 whether the proposed settlement of the Action on the terms and conditions provided for in
9 the Agreement is fair, adequate and reasonable and should be finally approved by the
10 Court; whether the Final Approval Order and Judgment should be entered herein; whether
11 the plan of allocation contained in the Agreement should be approved as fair, adequate
12 and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the
13 service award, and the expenses of the Settlement Administrator. All papers in support of
14 the motion for final approval and the motion for attorneys' fees, costs and service award
15 shall be filed with the Court and served on all counsel no later than sixteen (16) court days
16 before the hearing and both motions are scheduled for and shall be heard at the Final
17 Approval Hearing,

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

22 10. The Action is stayed and all trial and related pre-trial dates are vacated,
23 subject to further orders of the Court at the Final Approval Hearing.

24 **IT IS SO ORDERED.**

25 Dated: _____

26 _____
27 HON. KATHERINE A. BACAL
28 Superior Court of California, County of
San Diego

EXHIBIT B

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

To: All current or former employees of United Airlines, Inc. (“United”), who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023; *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023.

PLEASE READ THIS NOTICE CAREFULLY. It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Settlement Administrator with a postmark no later sixty (60) days after the date on this notice.

PLEASE DO NOT CONTACT UNITED’S MANAGEMENT OR HUMAN RESOURCES REGARDING THIS NOTICE. Questions should be directed to the Settlement Administrator as described herein.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|---|---|
| Do Nothing and Receive a Payment | <p>To receive a cash payment from the Settlement, you do not have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below.</p> <p>Your estimated Settlement Share is: \$<< __ >>. See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained below.</p> |
| Exclude Yourself | <p>To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a share of the PAGA Allocation.</p> <p>Instructions are set forth below.</p> |
| Object | <p>Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object.</p> <p>Directions are provided below.</p> |

Pursuant to the order dated [Insert Date of Order] of the Superior Court of the State of California, County of San Diego, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a coordinated proceeding pending in the Superior Court of the State of California, County of San Diego (the “Court”), *In re: United Airlines Wage and Hour Cases*, Case No. JCCP 5187 (the “Lawsuit”). The following cases, involving the claims listed below, are included in the Lawsuit:

1. *Brown v. United Airlines, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2019-00008533 (“*Brown*”), which alleges the following violations of California law: (1) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code § 510; (4) failure to provide meal breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to pay minimum wage in violation of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*; and (7) violation of California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).
2. *Robinson v. United Airlines, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG19014578 (“*Robinson*”), which alleges the following violations of California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197; (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512; (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to provide accurate itemized wage statements pursuant to California Labor Code § 226; (5) failure to timely pay final wages upon termination pursuant to

California Labor Code §§ 201-203; (6) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; and (7) violation of PAGA.

3. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-585926 (“*Santos I*”), which alleges the following violations of California law: (1) violation of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures; (2) violation of the FCRA by failing to obtain proper authorizations; (3) failure to make proper disclosures in violation of the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor Code § 1024.5; (4) failure to make proper disclosures in violation of California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.* (“ICRAA”); (5) failure to accurately pay wages under California Labor Code §§ 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; (6) failure to provide lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code § 3287, and Wage Order 9-2001; (7) failure to authorize and permit lawful rest periods under California Labor Code § 226.7 and Wage Order 9-2001; (8) failure to timely pay wages owed upon separation from employment under California Labor Code §§ 201, 202, and 203; (9) knowing and intentional failure to comply with itemized wage statement requirements under California Labor Code §§ 226 & 246; and (10) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*
4. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-587208 (“*Santos II*”), which alleges a single claim for violation of PAGA, based on alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of Regulations, Title 8 §§ 11000 *et seq.*

The Lawsuit is brought on behalf of all current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 (“California Subclass Members”); *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023 (“FCRA Subclass Members”) (collectively with the California Subclass Members, the “Settling Class” or “Settling Class Members”).

The Court has preliminarily approved the Settlement and conditionally certified the Settling Class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiffs’ claims, and United denies all allegations made in the Lawsuit. You have received this notice because United’s records indicate that you may be a member of the Settling Class. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees;
2. ***If you timely submit a Request for Exclusion***, you will not be a member of the Settling Class and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or
3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the Settlement Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Settlement Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar

action against United and the other Releasees.

I. BACKGROUND OF THE CASE

Plaintiff Ella Brown (“Plaintiff Brown”), a ramp agent employee of United formerly based at San Diego International Airport, initiated the *Brown* action on February 14, 2019, and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Brown’s allegations. On March 11, 2019, Plaintiff Roland E. Robinson (“Plaintiff Robinson”), a former lead ramp service employee based out of San Francisco International Airport, initiated the *Robinson* action and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Robinson’s allegations. On August 12, 2020, Plaintiff Carlos Santos (“Plaintiff Santos”) initiated the *Santos I* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. On August 11, 2020, Plaintiff Santos initiated the *Santos II* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. Plaintiff Brown, Plaintiff Robinson, and Plaintiff Santos are referred to collectively herein as the “Plaintiffs.”

On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No. JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council of California (“JCC”) assigned the JCCP action to Judge Katherine A. Bacal. On December 10, 2021, the Court heard oral argument and issued an order the same day coordinating *Brown* and *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.

United believes all claims in the Lawsuit, as well as all claims in the constituent actions *Brown*, *Robinson*, *Santos I*, and *Santos II*, are meritless and contends that at all times it has complied with relevant federal and California law as said law applies to the Settling Class.

On January 28, 2021, United and Plaintiffs, represented by their counsel, engaged in mediation before private mediator David A. Rotman. The case did not settle that day, and a second

day of mediation before Mediator Rotman occurred on December 6, 2022. The December 6, 2022 mediation resulted in a mediator's proposal, which all participating parties accepted on or about December 16, 2022.

Over the course of the Lawsuit, Plaintiffs and United have engaged in significant discussion of the validity of the legal claims at issue, have exchanged extensive documents and information, and have engaged in motion practice and appeals, all of which have allowed Plaintiffs and United to fully assess the value of the claims involved. Subject to the Court's approval, Plaintiffs and United have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. Plaintiffs and United, and their counsel, have concluded that the Settlement is advantageous, considering the risks, uncertainties, and costs to each side of continued litigation. Plaintiffs and their Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settling Class.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by United that Plaintiffs' claims have any merit or that United has any liability to Plaintiffs or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class Member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

II. SUMMARY OF THE SETTLEMENT

Assuming the Settlement receives final approval from the Court, United shall make available a total amount of twelve million United States dollars and zero cents (\$12,000,000.00) (the "Gross Settlement Value" or "GSV") in consideration for the settlement of the Lawsuit and the related release of all claims Plaintiffs, and certain specified claims of the Settling Class Members, may have against United. The following amounts shall be deducted from the Gross

Settlement Value: (i) attorneys' fees and reimbursement of litigation costs and expenses to attorneys for the Settling Class ("Class Counsel," as defined below), to the extent approved by the Court; (ii) an Enhancement Award to Plaintiffs for their service as class representatives and their efforts in bringing the Lawsuit, to the extent approved by the Court; and (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the "Net Settlement Value" or "NSV."

A. Who Is Included in the Settlement?

All current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 ("California Subclass Members"); *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023 ("FRCA Subclass Members").

B. Who Is Representing the Settling Class?

The attorneys for the Settling Class ("Class Counsel") are:

Norman B. Blumenthal
Kyle R. Nordrehaug
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858-551-1223
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Shani O. Zakay
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203

C. When Is the Class Period?

For California Subclass Members, the class period is from February 14, 2015 to March 31, 2023. For FCRA Subclass Members the class period is from August 12, 2015 to March 31, 2023.

D. What Will I Receive from the Settlement?

The Settlement Administrator shall distribute a settlement payment to each Settling Class Member. For California Subclass Members, this amount will be distributed from the Net Settlement Value and will be calculated based on the number of workweeks the California Subclass Member was actively employed in California. For FCRA Subclass Members, the amount will be distributed from the Net Settlement Value and will be calculated based on the number of background checks or consumer reports attributed to that FRCRA Subclass Member. The enclosed Adjustment Form contains an estimate of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the information on the Adjustment Form, you may follow the directions on that form

to submit your proposed corrected information and supporting documentation to the Settlement Administrator. The Settlement Administrator will have final authority to resolve any such disputes.

E. When Will I Receive My Settlement Payment?

The Settlement Payments will be paid after the Court grants preliminary approval of the Settlement and the Settlement Administrator (as defined below) certifies to the Court that it sent Class Notice to each member of the Settling Class, how many Class Notices were returned as undeliverable, and how many Settling Class Members will be participating in the Settlement. It is up to you to maintain a current address with the Settlement Administrator so that if this Settlement is preliminarily approved, your payment will go to the correct address.

F. Who Is Administering the Settlement?

The Court has appointed the following as Settlement Administrator:

CPT Group

[Insert address & contact information]

The Settlement Administrator will mail forms, receive forms back, calculate payments, distribute checks, and answer basic questions about the Settlement.

G. What Claims Are Being Released?

Upon full funding of the GSV, Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue United, including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with United, or any of them (individually and collectively “the United Releasees”) from and with respect to the following actions, causes of action, suits, liabilities, claims, and demands, whether known or unknown, which the Settling Class, or individual members thereof, has, or had against the United Releasees, or any of them:

(a) With regard to the California Subclass during the California Class Period, all wage and hour claims that were alleged, or reasonably could have been alleged, which occurred during

the California Class Period, excluding any background check claims, including all claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California wage and hour class claims outside of the California Class Period;

(b) With regard to the FCRA Subclass during the FCRA Class Period, , all background check and/or consumer report claims that were alleged, or reasonably could have been alleged, which occurred during the FCRA Class Period, excluding any wage and hour claims, including all claims for violation of: the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and background check claims outside of the FCRA Class Period

(c) The claims set forth in paragraphs (a) and (b) above, along with claims under California Labor Code §§ 2698 *et seq.* and California Business & Professions Code § 17200 *et seq.* predicated thereon, are referred to collectively herein as the “Released Claims.”

The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of or reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure)

The Settling Class Members acknowledge and/or are deemed to acknowledge the existence

of the Released Claims set out above, and the release set out above shall be binding and effective as to the Released Claims even if Settling Class Members allege that (i) they were not aware of the existence of said claims and/or (ii) they would have acted differently had they been aware of the existence of the Released Claims.

All Settling Class Members (including, without limitation, Plaintiffs) intend and/or are deemed to intend that the Settlement should be effective as a bar to any and all of the claims released above. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with regard to the Released Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Class Members desire and intend, or are deemed to desire and intend, that the Settlement shall be given full force and effect according to each and all of its express terms and provisions.

The waiver of Section 1542, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out previously, but rather is intended to ensure that the release as set out is fully enforceable and is not impeded by Section 1542.

H. What Do Class Counsel, the Class Representative, and the Settlement Administrator Receive?

Subject to final approval by the Court as to each of the following items, which United has agreed not to oppose, the following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees, which shall not be more than one-third of the GSV; (ii) reasonable and necessary costs and expenses (including expenses incurred by Plaintiffs in the prosecution of this action); (iii) Enhancement Awards to Plaintiffs as reasonable additional compensation for their time and effort expended in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional individuals releases set out in the Settlement Agreement, in an

amount not to exceed ten thousand United States Dollars and zero cents (\$10,000.00) per Plaintiff, not including their share as participating class members, to the extent approved by the Court; (iv) the cost of claims administration and notice (currently estimated to not to exceed \$60,000, to the extent approved by the Court; and (v) to the State of California in the amount of two hundred fifty thousand United States Dollars and zero cents (\$250,000.00) in penalties pursuant to PAGA. If approved by the Court, these amounts will be deducted from the GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and United has agreed not to oppose their request for that amount.

III. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Class Counsel and Plaintiffs support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?

Plaintiffs as Class Representatives and Class Counsel represent your interests as a member of the Settling Class. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a member of the Settling Class, any final judgment that may be entered by the Court pursuant to the Settlement will

effectuate a release of your claims against United and the other released parties as described above. As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

A. Objecting to the Settlement.

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received within sixty (60) days after the date on this Notice:

Superior Court of California, County of San Diego
Hall of Justice, Fifth Floor Department C-69
330 West Broadway
San Diego, CA 92101

CPT Group
[Insert address & contact information]

Norman B. Blumenthal
Kyle R. Nordrehaug
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858-551-1223
Facsimile: 858-551-1232

Adam P. KohSweeney
O'MELVENY & MYERS LLP
Two Embarcadero Center
San Francisco, CA 94111-3823

Your objection must include your full name, address, and dates and place of your employment at United and must reference the Lawsuit, *In re: United Airlines Wage and Hour Cases*, JCCP 5187. Alternatively, you may object by appearing at the Final Approval Hearing scheduled for [DATE] at [TIME].

PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANT. SPECIFICALLY, DO NOT CONTACT UNITED MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

B. Excluding Yourself from the Settlement.

If you do not wish to participate in the Settlement, you must file a Request for Exclusion. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

CPT Group

[insert address & contact information]

The Request for Exclusion must be actually received by the Settlement Administrator with a postmark of no later than sixty (60) days after the date on this Notice.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against United, except for PAGA claims, which Settling Class Members release regardless of whether they exclude themselves from the settlement.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing at the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, on **[DATE]** at **[TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request

for costs and attorneys' fees, the Enhancement Award made to Plaintiffs, and the fees and costs of the Settlement Administrator.

The hearing may be postponed without further notice to the Settling Class. It is not necessary for you to appear at this hearing.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Class and Representative Action Settlement Agreement ("Agreement") between Plaintiffs and United, which will be on file with the Court and available through the Settlement Administrator. The Settlement Administrator has established a website at << _____ >> where court-filed documents such as the Agreement and the Judgment will be posted. The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, or you may contact the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT, UNITED'S COUNSEL, OR UNITED FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. SPECIFICALLY, DO NOT CONTACT UNITED'S MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

EXHIBIT C

IF YOU WISH TO CONTEST THE ACCURACY OF YOUR SHARE OF THIS CLASS ACTION SETTLEMENT: COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW. THIS FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS ADMINISTRATOR WITH A POSTMARK OF NOT LATER THAN [INSERT DATE], 2023 (60 DAYS AFTER THE CLASS NOTICE AND THIS FORM WAS MAILED).

CPT GROUP

[insert address & contact information]

I hereby declare as follows:

(1) I received notice of the proposed Settlement in this action, and I wish to contest the accuracy of my share of the proposed Settlement.

(2) I worked as an employee for United Airlines, Inc. (“United”) in California and I also fall into either (or both) of the following two categories: (i) I worked as a non-exempt (hourly) ramp agent or customer service representative for United in California at some point during the period from February 14, 2015 to March 31, 2023; and/or (ii) I was a prospective, former, and/or current employee of United in California who, as a condition of employment, was required to submit to a background check and/or consumer report at some point during the period from August 12, 2015 to March 31, 2023.

(3) United’s records, as provided to the Claims Administrator, indicate that:

- I worked a total of [TBA BY ADMINISTRATOR] workweeks in California as an active non-exempt ramp agent and/or customer service representative from February 14, 2015 to March 31, 2023; and/or
- A total of [TBA BY ADMINISTRATOR] background checks and/or consumer reports were attributed to me by United from August 12, 2015 to March 31, 2023.

Based on the above, the estimated settlement payment to me is approximately [TBA BY ADMINISTRATOR].

- (4) I disagree with United's records and instead contend that,
- From February 14, 2015 to March 31, 2023, while working as an active non-exempt ramp agent and/or customer service representative, I worked a total of _____ workweeks in California; and/or
 - From August 12, 2015 to March 31, 2023, a total of _____ background checks and/or consumer reports were attributed to me by United.

I have enclosed documents supporting my contention in this regard, and understand that the Settlement Administrator will determine the validity of my contention.

PLEASE NOTE: If you disagree with United's records, you must file your dispute with the Claims Administrator and you must provide supporting documentation. You should not contact United's Management or Human Resources.

Executed on _____ (Date) , 2023, at _____ (City and State).

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

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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)

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2011, California; 2016 Arizona
Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: San Diego State University; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2012, California
Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonja, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

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

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

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

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

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

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

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

EXHIBIT #3

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WRITERS EXT:
1004

February 15, 2019
CA1814

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency United Airlines, Inc.

Online Filing

Certified Mail # 70172620000111322252

CT Corporation System

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Ella Brown (“Plaintiff”), and other aggrieved employees in a lawsuit against United Airlines, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California since September of 2016 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control, including overtime worked. Defendant, however, unlawfully fails to record and pay Plaintiff and other aggrieved employees for all of their time worked, including minimum and overtime wages and wages for all of their missed meal and rest breaks. As a consequence of the aforementioned violations, Plaintiff further contends that Defendant fails to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant fails to comply with Industrial Wage Order 7(A)(3) in that Defendant fails to keep time records showing when Plaintiff begins and ends each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is

attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable the Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1005

September 17, 2020
CA1696

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency United Airlines, Inc.

Online Filing

Certified Mail # 7018 2970 0000 1486 3760

CT Corporation System

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

Amended Notice for LWDA, Case No. LWDA-CM-667104-19

Re: Notice Of Violation of California Labor Code §§ 204, *et seq.*, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Ella Brown (“Plaintiff”), and other Aggrieved Employees in a lawsuit against United Airlines, Inc. (“Defendant”). Plaintiff originally sent a PAGA Notice on February 15, 2019 (“Original PAGA Notice”), which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The Aggrieved Employees are defined as all individuals who worked for Defendant in California and were classified as non-exempt employees during the time period of February 15, 2018 until a date as determined by the Court.

Over the course of discovery, Plaintiff has determined additional facts and theories supporting the previously disclosed violation of California Labor Code section 204(d). As such, this correspondence constitutes Plaintiff’s written notice under California Labor Code section 2699.3 of the additional facts and theories regarding Defendant’s violation of California Labor Code section 204. Defendant violated California Labor Code section 204 by failing to pay all similarly situated Aggrieved Employees, including Plaintiff, their earned wages in a timely manner. Specifically, wages earned during any particular pay period were not paid until more than eight (8) days after the end of each respective pay period. For example, for the pay period of September 15, 2019 to September 28, 2019, the wages earned during this period were not paid until October 10, 2019, which is twelve (12) days after the end of the pay period. In another example, for the pay period of September 16, 2018 to

September 29, 2018, the wages earned during this period were not paid until October 11, 2018, which is twelve (12) days after the end of the pay period. Said conduct, in addition to the foregoing, violates Labor Code § 204, *et seq.*, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3. This Amended Notice is intended to supplement Plaintiff's Original PAGA Notice to provide additional facts regarding the violation of Labor Code section 204.

This notice is provided to enable Plaintiff to proceed with the foregoing claim against Defendant as authorized by California Labor Code § 2699, *et seq.* The filing fee of \$75 was mailed to the Department of Industrial Relations Accounting unit when Plaintiff filed Plaintiff Original PAGA Notice, which provided an identification of Plaintiff, Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Piya Mukherjee

Piya Mukherjee, Esq.

EXHIBIT #4

CASE NAME: BROWN v UNITED JCCP

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| Date: March 24, 2023 | All-In Settlement |
| Requesting Attorney: Michael Nourmand | Class Size: 14,000 |
| Plaintiff or Defense: Plaintiff | Opt-Out Rate: 1.5% |
| Firm Name: Nourmand Law Firm, APC | No. of Checks Issued: 13,790 |
| Telephone: (310) 553-3600 | Postage Total: \$20,935.46 |
| Email: mnourmand@nourmandlawfirm.com | Grand Total: \$82,095.36 |
| | DISCOUNTED FLAT FEE: \$56,000.00 |

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.
The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. The Notice Packet will be Translated into Spanish.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---------------------------------------|------------|--------------|-------------------|
| Project Manager: Case Intake & Review | \$95.00 | 8 | \$760.00 |
| Programming: Data Base Setup | \$150.00 | 8 | \$1,200.00 |
| Spanish Translation | \$1,200.00 | 1 | \$1,200.00 |
| | | TOTAL | \$3,160.00 |

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English & Spanish.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|--|------------|--------------|--------------------|
| Project Manager: Format Documents | \$95.00 | 2 | \$190.00 |
| National Change of Address Search (NCOA) | \$700.00 | 1 | \$700.00 |
| Print & Mail Notice Packets | \$0.75 | 14,000 | \$10,500.00 |
| First-Class Postage (up to 2 oz.)* | \$0.60 | 14,000 | \$8,400.00 |
| | | TOTAL | \$19,790.00 |

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailed.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|------------------------------------|------------|--------------|-------------------|
| Clerical Staff | \$60.00 | 7 | \$420.00 |
| Update Undeliverable Mail Database | \$0.50 | 840 | \$420.00 |
| Skip Trace for Best Address | \$0.50 | 722 | \$361.00 |
| Print & Remail Notice Packets | \$0.75 | 657 | \$492.75 |
| First-Class Postage (up to 2 oz.) | \$0.60 | 657 | \$394.20 |
| | | TOTAL | \$2,087.95 |

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|--|------------|--------------|-------------------|
| Programming: De-duplication/Scrubbing | \$150.00 | 4 | \$600.00 |
| Project Manager: Validate Opt-Out Requests | \$95.00 | 1 | \$95.00 |
| Clerical Staff | \$60.00 | 2 | \$120.00 |
| Opt-Out & Change of Address Processing | \$2.00 | 210 | \$420.00 |
| Print & Mail Deficiency/Dispute Notices | \$1.50 | 11 | \$16.50 |
| First-Class Postage (up to 1 oz.) | \$0.60 | 11 | \$6.60 |
| Review & Process Deficiency Responses | \$10.00 | 6 | \$60.00 |
| | | TOTAL | \$1,318.10 |

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|----------------------------------|------------|--------------|-------------------|
| Toll-Free Number Establish/Setup | \$150.00 | 2 | \$300.00 |
| Live Call Center Support Reps. | \$3.00 | 1,400 | \$4,200.00 |
| | | TOTAL | \$4,500.00 |

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|--|------------|--------------|-------------------|
| Programming: SSN Selection | \$150.00 | 1 | \$150.00 |
| Department Manager: Analysis & Reporting | \$95.00 | 3 | \$285.00 |
| IRS SSN Verification | \$0.08 | 13,790 | \$1,103.20 |
| | | TOTAL | \$1,538.20 |

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cash and Conducts Monthly Account Reconciliations for the QSF.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|--|------------|--------------|--------------------|
| Programming: Calculation Totals | \$150.00 | 3 | \$450.00 |
| Project Supervisor: Review of Distribution | \$150.00 | 12 | \$1,800.00 |
| Project Manager: Correspondence w/Parties | \$95.00 | 6 | \$570.00 |
| Programming: Setup & Printing of Checks | \$150.00 | 15 | \$2,250.00 |
| Obtain EIN, Setup QSF/Bank Account | \$150.00 | 3 | \$450.00 |
| Print & Mail Notice, Checks & W2/1099 | \$1.00 | 13,790 | \$13,790.00 |
| First-Class Postage (up to 1 oz.)* | \$0.5064 | 13,790 | \$6,983.26 |
| Reminder Postcard | \$0.30 | 8,964 | \$2,689.05 |
| Postcard Postage | \$0.44 | 8,964 | \$3,943.94 |
| | | TOTAL | \$32,926.25 |

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remail Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|------------|--------------|--------------------|
| Project Supervisor: Account Reconciliation | \$150.00 | 10 | \$1,500.00 |
| Update Undeliverable Checks Database | \$0.50 | 1,103 | \$551.50 |
| Skip Trace for Best Address | \$0.50 | 1,103 | \$551.50 |
| Remail Undeliverable Checks | \$2.50 | 1,004 | \$2,510.00 |
| First-Class Postage (up to 1 oz.) | \$0.60 | 1,004 | \$602.40 |
| Re-Issue Checks as Required | \$5.00 | 690 | \$3,450.00 |
| First-Class Postage (up to 1 oz.) | \$0.60 | 690 | \$414.00 |
| Project Supervisor: Reconcile Uncashed Chk | \$150.00 | 1 | \$150.00 |
| Programming: Weekly & Final Reports | \$150.00 | 2 | \$300.00 |
| Project Supervisor: Final Declaration | \$150.00 | 2 | \$300.00 |
| Project Manager: Account Files Sent to Atty | \$95.00 | 2 | \$190.00 |
| CA Tax Preparation* | \$600.00 | 1 | \$600.00 |
| Annual Tax Reporting to IRS* | \$1,000.00 | 1 | \$1,000.00 |
| QSF Annual Tax Reporting | \$500.00 | 1 | \$500.00 |
| | | TOTAL | \$12,619.40 |

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

| Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21% | | | |
|--|------------|--------------|--------------------|
| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
| UPEnterprise Reporting Services | \$0.15 | 2,896 | \$434.40 |
| Project Manager: SCO Fall Reporting | \$95.00 | 2 | \$190.00 |
| Project Supervisor: Review of SCO Reports | \$150.00 | 1 | \$150.00 |
| Certified Mail Report to SCO | \$8.53 | 1 | \$8.53 |
| Check Reissues for Winter/Spring QTR | \$5.00 | 290 | \$1,450.00 |
| First-Class Postage (up to 1 oz.) | \$0.60 | 290 | \$174.00 |
| Project Supervisor: June Remittance | \$150.00 | 1 | \$150.00 |
| Project Manager: June Remittance | \$95.00 | 2 | \$190.00 |
| Certified Mail Report to SCO | \$8.53 | 1 | \$8.53 |
| Add'l Account Recons | \$150.00 | 6 | \$900.00 |
| Add'l QSF Annual Tax Reporting | \$500.00 | 1 | \$500.00 |
| | | TOTAL | \$4,155.46 |
| GRAND TOTAL | | | \$82,095.36 |

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work products resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disassembling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.

4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

5. Mutual Obligations.

- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties) from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.