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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

CARLA BLACKSHEAR, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CALIFORNIA FINE WINE & SPIRITS
LLC, a Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

CASE No. **34-2018-00245842**

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

Hearing Date: July 30, 2020

Hearing Time: 9:00 a.m.

Reservation #2512197

Judge: Hon. Christopher E. Krueger
Dept.: 54

Complaint Filed: December 5, 2018
Trial date: None Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Carla Blackshear("Plaintiff") 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 own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant California Fine Wine
9 & Spirits LLC ("Defendant"), and seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the following Class: "all individuals who are or previously were employed by Defendant
12 in California, and classified as a non-exempt employee at any time during the Class Period"; (3)
13 provisionally appointing Plaintiff as the representative of the Class; (4) provisionally appointing
14 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
15 Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the form and method for
16 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
17 class; (7) appointing ILYM Group as the Settlement Administrator, and (8) scheduling a final
18 approval hearing date to consider Plaintiff's motion for final approval of the settlement and entry of
19 the Judgment, and Plaintiff's motion for approval of attorney's fees and litigation expenses.
20 Attached hereto as Exhibit #1 is a copy of the fully executed Joint Stipulation of Class Lawsuit and
21 PAGA Settlement Agreement ("Agreement") along with exhibits thereto. This Declaration
22 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
23 the same meaning as set forth in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Maximum Settlement Amount is Two
27 Million One Hundred Thousand Dollars (\$2,100,000) to be paid by Defendant. This payment will
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1 settle all issues pending in the litigation between the Parties, including all settlement payments to
2 the Class Members, Settlement Administration Costs, the Class Counsel Award, the Class
3 Representative Service Award, and the PAGA Payment. The Maximum Settlement Amount does
4 not include the employer's share of payroll taxes which will be separately paid by Defendant. The
5 Settlement is all-in with no reversion to Defendant and no need to submit a claim form.

6 4. The relief provided in the settlement will benefit all members of the Class. The
7 settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
8 Payments to the Class Members are all determined under a neutral methodology. All Class
9 Members will receive the same opportunity to participate in and receive payment through a neutral
10 formula that is based upon the weeks worked by that individual.

11 5. The Parties extensively mediated this case at arms-length before Lou Marlin, a
12 respected mediator who is experienced with wage and hour class actions. In preparation for the
13 mediation, Defendant provided Class Counsel with information and data concerning the members of
14 the Class, including time data, payroll data and data concerning the composition of the Class.
15 Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting Group, and
16 prepared and submitted a mediation brief to the Mediator. On October 9, 2019, the Parties
17 participated in all-day mediation session with Lou Marlin. Following the full-day in person
18 mediation session, Mediator Marlin made a mediator's proposal which the Parties eventually
19 accepted leading to this Settlement. The final settlement terms were negotiated and set forth in the
20 Agreement now presented for this Court's approval. Importantly, Plaintiff and Class Counsel
21 believe that this Settlement is fair, reasonable and adequate.

22 6. The calculations to compensate for the amount due to the Settlement Class Members
23 at the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting
24 Group, in advance of mediation. For the individuals whose claims are at issue in this Action,
25 Plaintiff analyzed the data for class members and determined the potential maximum damages for
26 the class claims. For the Class, Plaintiff determined that the maximum potential overtime damages
27 due to the alleged miscalculation of the regular rate were \$57,066, the alleged maximum potential
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1 off-the-clock damages were \$592,977, the alleged maximum potential meal period damages were
2 estimated to be \$1,102,713, and the alleged rest period damages were estimated to be \$3,328,964,
3 which assumes 50% of rest periods were on-duty. Defendant has asserted that it regularly
4 authorizes, permits, and encourages rest breaks and thus the actual percentage of on-duty rest
5 periods was far lower. As a result, the total alleged damages for the Class were calculated to have a
6 maximum total value of \$5,081,720. In addition, Plaintiff calculated that the maximum value of the
7 alleged waiting time penalties were \$5,589,253 and the alleged wage statement penalties were
8 \$2,893,250, however, these wage statement and waiting time penalties claims potentially have a
9 much smaller value even if damages were awarded because the primary basis for these claims was
10 the alleged failure to provide meal and rest breaks.¹ Given the aggressive violation rate
11 assumptions, and the difficulty in certifying and proving these claims, the settlement of \$2,100,000
12 represents a realistic maximum exposure for settlement purposes based on these risks. Given the
13 amount of the settlement as compared to the potential value of the Class claims, the settlement is
14 most certainly fair and reasonable.

15 16 Procedural History of the Litigation

17
18 ¹ Importantly, while Plaintiff alleged claims for statutory penalties pursuant to Labor Code
19 Sections 203 and 226, for purposes of mediation Plaintiff conceded these claims had no value when
20 predicated on meal and rest break claims. While this issue will soon be decided by the California
21 Supreme Court in *Naranjo v. Spectrum Security Svcs.*, Case No. S258966 (review granted Jan. 2,
22 2020), there is recent legal authority rejecting the argument that violations of the meal and rest
23 period regulations, which require payment of a "premium wage" for each improper meal period,
24 would give rise to claims under sections 203 and/or 226. See *Ling v. P.F. Chang's China Bistor,*
25 *Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App.
26 5th 1308, 1336 (2018). Plaintiff also recognized that these claims were subject to various defenses
27 asserted by Defendant, including, but not limited to, a good faith dispute defense as to whether any
28 premium wages for meal or rest periods or other wages were owed given Defendant's position that
Plaintiff was properly compensated. See *Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
4384147, at *9 (C.D. Cal. Aug. 25, 2008); See *Nordstrom Commission Cases*, 186 Cal. App. 4th
576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due."). Additionally, the question of
whether violations of the meal and rest period regulations, which require payment of a "premium
wage" for each improper meal period, give rise to claims under sections 203 and 226. As a result,
the viability of Plaintiff's claims on these theories uncertain.

1 7. On December 5, 2018, Plaintiff filed a Complaint against Defendant in the Superior
2 Court of the State of California, County of San Diego on behalf of herself and a putative class. The
3 Complaint alleged claims for failure to pay overtime wages; failure to provide compliant meal and
4 rest breaks and related premium payments; failure to provide compliant wage statements; failure to
5 pay final wages; and unfair business practices in violation of California Business and Professions
6 Code § 17200 et seq.

7 8. On February 13, 2019, Plaintiff filed a first amended complaint alleging the same
8 claims in the original Complaint, and adding claims for civil penalties under the California Labor
9 Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. On On January 7, 2020,
10 Plaintiff, by stipulation of the parties, filed a second amended complaint ("SAC") alleging the same
11 claims in the first amended complaint, and adding new off the clock claims alleging unpaid time
12 worked.

13 9. On April 2, 2019, Defendant filed a general denial along with thirty-three affirmative
14 defenses to the First Amended Complaint. On February 6, 2020, Defendant filed a general denial
15 along with nineteen affirmative defenses to the Second Amended Complaint. Defendant disputed
16 and disputes all claims of liability and damages and denies the allegations of wrongdoing and
17 liability in the Action.

18 10. Over the course of the litigation, the Parties engaged in the investigation of the
19 claims, including production of documents, class data, and other information, allowing for the full
20 and complete analysis of liabilities and defenses to the claims in this Action. The information
21 obtained by Plaintiff included: (1) class data showing employees and their employment dates; (2)
22 Payroll data for employees in the Class; (3) time sheet (punch) data showing hours worked and
23 recorded meal periods for Class Members; (4) Defendant's employee wage and hour policies and
24 employee handbook; (5) the employment file for the Plaintiff; and, (6) samples of wage statements
25 provided by Defendant. Plaintiff and Defendant agreed to discuss early resolution of the Action
26 through a mediation.

27 11. Prior to mediation, the Parties engaged in investigation and the exchange of
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1 documents and information in connection with the Action. As part of this process, Defendant
2 provided documents and information to Class Counsel to review and analyze. On October 9, 2019,
3 the Parties participated in all-day mediation session with Lou Marlin, a respected and experienced
4 mediator of wage and hour class actions. At the conclusion of the negotiations, the Mediator made
5 a mediator's proposal which the Parties both accepted. That led to preparation and execution of a
6 mutually agreeable Memorandum of Understanding that set forth the key terms of agreement in
7 principle between the parties. As reflected here, the negotiations were extensive, incorporated the
8 sharing of documents and information necessary to facilitate rational analysis and decisions,
9 contested at arm's length, and facilitated by the guidance and management of an experienced
10 mediator. The Parties continued to negotiate the terms of the settlement and prepared the final
11 Agreement which was signed by the Parties and is now presented to this Court for preliminary
12 approval.

13 12. Although a settlement has been reached, Defendant denies any liability or
14 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
15 any purpose other than settlement, this action is appropriate for class treatment. Defendant
16 contends, among other things, that it has correctly compensated the Class Members and complied at
17 all times with the California Labor Code, applicable Wage Order, and all other laws and
18 regulations. Further, Defendant contends that class certification would be inappropriate for any
19 reason other than for settlement.

20 13. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff
21 further contends that the Action is appropriate for class certification on the basis that the Plaintiff's
22 claims meet the requisites for class certification. Without admitting that class certification is
23 proper, Defendant has stipulated that the above Class may be certified for settlement purposes only.
24 (Agreement at ¶ 35.) The Parties agree that certification for settlement purposes is not an admission
25 that class certification would be proper if the class certification issue were litigated. Further, the
26 Agreement is not admissible in this or any other proceeding as evidence that the Class could be
27 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and
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1 agree that the requisites for establishing class certification with respect to the Class are satisfied.

2 14. Class Counsel has conducted a thorough investigation into the facts of the class
3 action. Over the course of the litigation, Class Counsel has diligently evaluated the Class Members'
4 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided
5 Class Counsel with necessary information and data regarding the Class. In addition, Class Counsel
6 previously negotiated settlements with other employers in actions involving nearly identical issues
7 and analogous defenses. Based on the foregoing data and their own independent investigation,
8 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
9 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
10 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
11 by Defendant, and potential appellate issues.

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13 Settlement Terms and Plan of Allocation

14 15. The Maximum Settlement Amount is Two Million One Hundred Thousand Dollars
15 (\$2,100,000). (Agreement at ¶ 15.) Under the Settlement, the Maximum Settlement Amount
16 consists of the following elements: (1) payment of the Individual Settlement Payments to the Class
17 Members; (2) Class Counsel Award; (3) Settlement Administration Costs; (4) a Class
18 Representative Service Award to the Plaintiff; and (5) the PAGA Payment to the State of California.
19 (Agreement at ¶ 15.) The Maximum Settlement Amount does not include Defendant's share of
20 payroll taxes. (Agreement at ¶ 15.) The Maximum Settlement Amount shall be all-in with no
21 reversion to Defendant.

22 16. Defendant shall fund the Maximum Settlement Amount no later than ten (10)
23 calendar days after the Effective Date. (Agreement at ¶ 52(a).) The payment of the Individual
24 Settlement Payments, to the Class shall be made no later than twenty-five (25) calendar days after
25 the Effective Date. (Agreement at ¶ 52(b)(iii).)

26 17. The Net Settlement Amount shall equal the net amount available for Individual
27 Settlement Payments to Class Members after deducting the Court-approved amounts for the Class
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1 Representative Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement
2 Administration Costs from the Maximum Settlement Amount. (Agreement at ¶ 16.) The Net
3 Settlement Amount will be distributed among the Class Members who do not timely request
4 exclusion (“Settlement Class Members”). (Agreement at ¶¶ 33 and 52.) The Individual Settlement
5 Payment for each Settlement Class Member will be calculated as follows: The respective Qualified
6 Workweeks for each Settlement Class Member will be divided by the total Qualified Workweeks
7 for all Settlement Class Members, resulting in the Payment Ratio for each individual Settlement
8 Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net
9 Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement
10 Payment. (Agreement at ¶ 52(b)(i).)

11 18. Class Members may choose to request exclusion from (opt-out of) the Settlement by
12 following the directions in the Class Notice. (Agreement at ¶ 51(g), Ex. 1.) All Class Members
13 who do not submit a Request for Exclusion will be deemed Settlement Class Members who will be
14 bound by the Settlement and will be entitled to receive a Individual Settlement Payment.
15 (Agreement at ¶ 33.) Finally, the Class Notice will advise the Class Members of their right to
16 object to the Settlement. (Agreement at ¶ 51(h), Ex. 1.)

17 19. A Settlement Class Member must cash his or her Individual Settlement Payment
18 check within 180 days after it is mailed. (Agreement at ¶ 51(b)(iv).) Any settlement checks not
19 cashed within 180 days will be voided and any funds from such uncashed checks will be paid to the
20 California Controller's Unclaimed Property Fund in the name of the Settlement Class Member. (Id.)

21 20. Based upon the lowest bid received, the Parties have agreed to use ILYM Group as
22 the Settlement Administrator for the Settlement. (Agreement at ¶ 32.) From the Maximum
23 Settlement Amount, the Settlement Administrator shall be paid for the expenses of effectuating and
24 administering the Settlement. (Agreement at ¶ 52(f).) The Settlement Administrator shall receive
25 payment for services in an amount not to exceed \$30,000. (Agreement at ¶ 52(f).)

26 21. Subject to Court approval, the Agreement provides for a Class Counsel Award ini a
27 sum not to exceed one-third of the Maximum Settlement Amount as the attorneys’ fees.
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(Agreement at ¶ 52(d).) The Class Counsel Award also consists of an award of costs and expenses in an amount not to exceed \$15,000. (Agreement at ¶ 52(d).) Subject to Court approval, the Agreement provides for a Class Representative Service Award of no more than \$10,000 to Plaintiff. (Agreement at ¶ 52(c).)

22. Subject to Court approval, Twenty-eight thousand dollars (\$28,000.00) is allocated from the Maximum Settlement Amount for PAGA penalties under PAGA, Labor Code Section 2698 *et seq.* Pursuant to the express requirements of Labor Code § 2699(i), seventy-five percent (75%) of the \$28,000 payment, or \$21,000, shall be paid to the California Labor and Workforce Development Agency (the "PAGA Payment"), and \$7,000 will remain in the Net Settlement Amount for distribution to the Settlement Class Members. (Agreement at ¶ 52(e).)

Risks of Continued Litigation and Standards for Approval

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

24. Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant also contends that its meal and rest period practices fully complied with California law, and showed that its timekeeping system paid employees meal period premiums when applicable. Finally, Defendant could also argue that the Supreme Court's decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), undermined Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argued that they acted in good faith and without willfulness, which if accepted

1 would negate the claims for waiting time penalties and/or inaccurate wage statements. In fact,
2 under the current state of the law, it is questionable whether these penalties could be awarded at all
3 based upon the alleged meal and rest period violations. If successful, Defendant's defenses could
4 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
5 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
6 serious risk to recovery by the Class.

7 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
8 unable to obtain class certification and thereby not recover on behalf of any employees other than
9 herself. Defendant argued that the individual experience of each individual varied with respect to
10 the claims. Plaintiff is aware of cases where class certification of similar claims was denied. See
11 e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of meal and rest
12 break claims). Defendant could also contest class certification by arguing injury and good faith
13 were also case by case determinations that precluded class certification. Finally, even if class
14 certification was successful, as demonstrated by the California Supreme Court decision in *Duran v.*
15 *U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class
16 wide recovery even where the class has been certified. While other cases have approved class
17 certification in wage and hour claims, class certification in this action would have been hotly
18 disputed and was by no means a foregone conclusion.

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

22 27. Plaintiff will apply to the Court for Class Representative Service Award in
23 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
24 52(c)(i).) Plaintiff performed his duty admirably by working with Class Counsel. At this stage, the
25 requested service award is well within the accepted range of awards for purposes of preliminary
26 approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
27 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
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1 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
2 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
3 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
4 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
5 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
6 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
7 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
8 enhancements). As explained in *Glass*, service awards are routinely awarded to class
9 representatives to compensate the individuals for the time and effort expended on the case, for the
10 risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as an
11 incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

12 28. The stage of the proceedings at which this settlement was reached also militates in
13 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
14 conducted a thorough investigation into the facts of the class action. Class Counsel began
15 investigating the Class Members' claims before this action was filed. Class Counsel engaged in a
16 thorough review and analysis of the relevant documents and data. Class Counsel was also
17 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar
18 claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel
19 possessed sufficient information to make an informed judgment regarding the likelihood of success
20 on the merits and the results that could be obtained through further litigation.

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

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3 Class Certification Issues

4 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
5 certification under California Code of Civil Procedure §382 as demonstrated below, and therefore,
6 the Court may appropriately approve the Class as defined in the Agreement. This Court should
7 conditionally certify the Class for settlement purposes only, defined as follows:

8 All individuals who are or previously were employed by Defendant in California,
9 and classified as a non-exempt employee at any time during the Class Period.

10 (Agreement at ¶ 5.)

11 The Class Period is December 5, 2014 through February 15, 2020. (Agreement at ¶ 6.)

12 a. **Numerosity** - Here, Plaintiff asserts that the approximately 2,500 current and
13 former employees that comprise the class can be identified based on Defendant's records and are
14 sufficiently numerous for class certification.

15 b. **Common Issues Predominate** - Here, Plaintiff contends that common
16 questions of law and fact are present, and specifically the common questions of whether the
17 Defendant properly paid for overtime using the correct regular rate, whether Defendant paid for pre-
18 shift activity, whether the Defendant failed to provide off-duty meal and periods, and whether Class
19 Members are entitled to damages and penalties as a result of these practices.

20 c. **Typicality** - In the instant case, Plaintiff contends that there can be little
21 doubt that the typicality requirement is satisfied. The Plaintiff, like every other member of the
22 Class, worked for Defendant as a non-exempt employee during the Class Period. Plaintiff contends
23 that, like every other member of the Class, she was subject to the same practices and policies of
24 Defendant which are all subject to the same defenses. Thus, Plaintiff asserts that the claims of the
25 Plaintiff and the Class Members arise from the same course of conduct by the Defendant, involve
26 the same employment policies and practices of Defendant, and are based on the same legal theories.

27 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
28 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest

1 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
2 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
3 and has actively participated in the prosecution of this case to date. She effectively communicated
4 with counsel, provided documents to counsel and participated in the investigation and negotiations
5 in the Action. Second, Plaintiff retained competent counsel who is experienced in employment
6 class actions and who have no conflicts. Third, there is no antagonism between the interests of the
7 Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief
8 under the same set of facts and legal theories.

9 31. Class Counsel is experienced in prosecuting class action lawsuits and can
10 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
11 experience. We have handled a number of class actions and complex cases and have acted both as
12 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
13 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
14 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
15 employment law class actions, including claims for misclassification, overtime, expense
16 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Class Counsel has
17 been involved as class counsel in hundreds of wage and hour class actions. Class Counsel has been
18 found to be adequate class counsel by Courts throughout California, including the Sacramenot
19 County Superior Court. A true and correct copy of the resume of my firm is attached hereto as
20 Exhibit #2. We have been approved as experienced class counsel by both state and federal courts in
21 California in contested class certification proceedings. Thus, the adequacy requirement is satisfied.

22 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
23 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
24 1 to the Agreement.) The Class Notice will include, among other information: (i) information
25 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
26 information to the Class Members regarding how to opt out and how to object to the Settlement;
27 (iv) the estimated Individual Settlement Payment for each of the Class Members; (iii) the amount of
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1 attorneys' fees and litigation expenses to be sought; (v) the amount of the Plaintiff's service award
2 request; and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will
3 state that the Class Members shall have forty-five (45) days from the date that the Notice is mailed
4 to them (the "Response Deadline") to request exclusion or to submit an objection. (Agreement at ¶
5 51(g)-(h).) Class Members shall be given the opportunity to object to the terms of the Agreement
6 and/or requests for attorneys' fees and costs and to participate at the Final Approval Hearing, in
7 accordance with the instructions set forth in the Class Notice. Class Members who do not opt out
8 will automatically receive a payment of their Individual Settlement Payment. This notice program
9 was designed to meaningfully reach the Class Members and it advises them of all pertinent
10 information concerning the settlement. The mailing and distribution of the Class Notice satisfies
11 the requirements of due process, and is the best notice practicable under the circumstances and
12 constitutes due and sufficient notice to all persons entitled thereto.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 15th day of June, 2020, at La Jolla, California.

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17 By: 
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Kyle Nordrehaug

EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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Attorneys for Defendant
California Fine Wine & Spirits LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CARLA BLACKSHEAR, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CALIFORNIA FINE WINE & SPIRITS LLC,
a Limited Liability Company; and DOES 1
through 100, inclusive,

Defendant.

Case No.: 34-2018-00245842

CLASS LAWSUIT

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Subject to the Court's approval, the Parties have entered into an Agreement pursuant to the terms and conditions in this Joint Stipulation of Class Lawsuit and PAGA Settlement Agreement ("Agreement") between Plaintiff Carla Blackshear ("Plaintiff"), individually and on behalf of the Settlement Class, and Defendant California Fine Wine & Spirits LLC ("Defendant"). The Parties request the Court to enter judgment subject to the Agreement's terms.

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I. DEFINITIONS

1. “Action” or “Lawsuit” is the Second Amended Complaint (“**SAC**”) entitled *Carla Blackshear v. California Fine Wine & Spirits LLC*, filed on January 7, 2020, in the Sacramento County Superior Court, and assigned Case No. 34-2018-00245842.

2. “Class Counsel” means the attorneys of record for the Class Representatives and Class Members, *i.e.*, Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik, 2255 Calle Clara, La Jolla, CA 92037.

3. “Class Counsel Award” means an award of attorneys’ fees, expenses and costs granted to Class Counsel and paid from the Maximum Settlement.

4. “Class Data” means information regarding Class Members that Defendant will collect from its electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include for each Class Member their full name, last known address, last known telephone number, and Social Security number; as well as information sufficient to allow the Settlement Administrator to calculate the number of “Workweeks” for all Class Members during the Class Period.

5. “Class Members” (“**CM**”) means all individuals who are or previously were employed by Defendant in California, and classified as a non-exempt employee at any time during the Class Period (as defined herein).

6. “Class Period” shall mean the time period from December 5, 2014 through the date of the Court’s order approving Plaintiff’s Motion for Preliminary Approval, or February 15, 2020, whichever date occurs first.

7. “Class Representative Service Award” or (“**CRSA**”) means the amount that the Court authorizes to be paid to Plaintiff from the Maximum Settlement Amount, in addition to Plaintiff’s Individual Settlement Payments.

8. “Class Representative” means the named Plaintiff in this lawsuit, Carla Blackshear.

9. “Court” means the Superior Court for the State of California, County of Sacramento.

10. “Defendant” means California Fine Wine & Spirits LLC

11. “Defense Counsel” or “Counsel for Defendant” shall mean Michael J. Nader of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.

12. “Effective Date” shall be the later of the following: (a) If no objections to the settlement are pending, then the date the Court enters judgment granting Final Approval; (b) If an objection to the settlement is filed, then the date when the time expires to file an appeal of the Court’s grant of Final Approval of settlement; or (c) if an objection is filed, as well as a timely Notice of Appeal of the Court’s grant of Final Approval of settlement, then the date the appeal is finally resolved, with the final approval unaffected.

13. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

14. “Individual Settlement Payment” (“**ISP**”) means the amount payable from the Net Settlement Amount to each Settlement Class Member.

15. “Maximum Settlement Amount” or (“**MSA**”) means the maximum sum to be paid by Defendant pursuant to this Settlement, which is two million one-hundred thousand dollars (\$2,100,000.00). The MSA shall include all payments contemplated by this Settlement Agreement, including but not limited to all ISPs, the CRSA, the Class Counsel Award, the PAGA Payment, the Settlement Administration Costs, and any award of costs or reimbursements to Class Counsel or Plaintiff. In addition to the MSA, Defendant will also be responsible for any required employer payroll taxes and other required employer withholdings on the portion of the ISPs allocated to wages under this Agreement, including Defendant’s FICA and FUTA contributions.

16. “Net Settlement Amount” or (“**NSA**”) means the MSA less the CRSA, the Class Counsel Award, the PAGA Payment, the Settlement Administration Costs, and any award of costs or reimbursements to Class Counsel or Plaintiff.

17. “Notice Packet” means the Notice of Class Action and PAGA Settlement in a form substantially similar to the form attached as **Exhibit 1** (the “Notice”); a Change of Address Form in a form substantially similar to the form attached as **Exhibit 2**; and a pre-printed and post-paid return envelope.

- 1 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.
- 2 19. “PAGA Payment” means the payment made to the California Labor and Workforce
- 3 Development Agency pursuant to PAGA. The PAGA Payment shall be made from the MSA.
- 4 20. “Parties” mean Plaintiff and Defendant, collectively, and “Party” shall mean either
- 5 Plaintiff or Defendant, individually.
- 6 21. “Payment Ratio” means the respective Qualified Workweeks for each Settlement
- 7 Class Member divided by the total Qualified Workweeks for all Class Members.
- 8 22. “Plaintiff” shall mean the named Plaintiff in this Lawsuit, Carla Blackshear.
- 9 23. “Preliminary Approval Date” means the date the Court enters an order granting
- 10 preliminary approval of the Settlement Agreement.
- 11 24. “Preliminary Approval Order” means the Order Granting Preliminary Approval,
- 12 substantially in the form attached hereto as **Exhibit 3**.
- 13 25. “Qualified Settlement Fund” means the fund set up by the Settlement Administrator
- 14 into which the NSA shall be deposited and disbursements from it shall be made.
- 15 26. “Qualified Workweeks” means the number of Workweeks (as defined herein) for
- 16 each putative Class Member within the Class Period.
- 17 27. “Released Claims” by Settlement Class Members means all causes of action that
- 18 were alleged or reasonably could have been alleged in the SAC based on the facts, legal theories,
- 19 or causes of action contained therein, including all of the following claims for relief: (i) any and all
- 20 claims for alleged unpaid wages including, but not limited to, claims for minimum wage,
- 21 overtime, double-time, seventh day pay, the failure to pay for all hours worked, and the failure to
- 22 pay for all hours worked at correct rates; (ii) any and all claims for meal period violations
- 23 including, but not limited to, claims for late, short, interrupted and/or missed meal periods and/or
- 24 the failure to pay premium wages therefor; (iii) any and all claims for rest break violations
- 25 including but not limited to, claims for late, short, interrupted and/or missed rest breaks and/or the
- 26 failure to pay premium wages therefor; (iv) any and all claims for improper or inaccurate itemized
- 27 wage statements including, but not limited to, claims for injuries suffered therefrom; (v) any and
- 28 all claims for statutory penalties premised on the facts, claims, or legal theories described above or

1 in the SAC, or that reasonably could have been raised in the SAC based on the facts, legal
2 theories, and causes of action alleged in the SAC, including waiting time penalties under Labor
3 Code Section 203 and/or wage statement penalties under Labor Code Section 226(e); (vi) any and
4 all civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code
5 Section 2698 et seq. (“PAGA”) premised on the facts, claims, or legal theories described above or
6 in the SAC; (vii) any and all claims under the Business & Professions Code (including Section
7 17200 et seq.) premised on the facts, claims, or legal theories described above or in the SAC, or
8 that reasonably could have been raised in the SAC based on the facts, legal theories, and causes of
9 action alleged in the SAC, and other equitable relief, liquidated damages, punitive damages, or
10 penalties arising from the foregoing alleged claims; and any other benefit claimed on account of
11 the allegations asserted in the SAC (collectively, the “Released Claims”). The Released Claims
12 shall expressly exclude claims for wrongful termination, unemployment insurance, disability,
13 social security, workers’ compensation, and claims outside of the Class Period. The period of the
14 Released Claims shall extend to the limits of the Class Period. The res judicata effect of the
15 Judgment will be the same as that of the Released Claims.

16 a. Plaintiff and the Settlement Class Members may hereafter discover facts or legal
17 arguments in addition to or different from those they now know or currently believe to be
18 true with respect to the claims, causes of action and legal theories of recovery in this case
19 which are the subject matter of the Released Claims. Regardless, the discovery of new
20 facts or legal arguments shall in no way limit the scope or definition of the Released
21 Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall
22 be deemed to have, and by operation of the final judgment approved by the Court, shall
23 have, fully, finally, and forever settled and released all of the Released Claims as defined
24 in this Agreement.

25 b. Each and every ISP check will include an endorsement confirming that by cashing
26 the check, the SCMs are releasing the Released Claims.

27 28. “Released Parties” shall mean Defendant California Fine Wine & Spirits LLC and
28 all of its past, present and/or future, direct and/or indirect, subsidiaries, affiliates, parents,

1 divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors,
2 Defendant's employee benefit plans and the trustees, fiduciaries, and administrators of those plans,
3 and any of its current or former employees, officers, directors, servants, agents, investors,
4 representatives, attorneys, executors, administrators, and assigns, and all persons acting under, by,
5 through, or in concert with any of them, and each of them.

6 29. "Request for Exclusion" refers to a formal request to be excluded from the
7 Settlement Agreement as described in the "Requests for Exclusion" section herein.

8 30. "Response Deadline" means the date forty-five (45) days after the Settlement
9 Administrator mails Notices to Class Members, and the last date on which Class Members may
10 submit requests for exclusion or objections to the Settlement Agreement.

11 31. "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA
12 Settlement Agreement.

13 32. "Settlement Administrator" means ILYM Group, as approved by the Court.

14 33. "Settlement Class Members" ("**SCM**") means all SCMs who do not submit a
15 request for exclusion. SCMs will release all of the Released Claims and be bound by all terms of
16 the Settlement Agreement and any final judgment entered in this Lawsuit.

17 34. "Workweek" means the seven consecutive days starting on and including Monday
18 through and including Sunday (a "week") during which time the Class Data reflects that a given
19 putative Class Member was on duty with Defendant during the Class Period at any point in time
20 for any amount of time during a given week, and does not include weeks when a putative Class
21 Member was on PTO, a leave of absence, jury duty, or the like for an entire week.

22 II. RECITALS

23 35. Class Certification. The Parties stipulate and agree to certification of a "Settlement
24 Class" for the purposes of this Settlement Agreement only. Should the Settlement Agreement not
25 obtain Court approval and become final and effective, class certification shall immediately be set
26 aside and the Settlement Class immediately decertified. The Parties' stipulation to class
27 certification as part of the Settlement Agreement shall not be considered in connection with the
28

1 issue of whether a class should be certified in this Lawsuit or any other lawsuit, and shall not be
2 admissible in any such proceeding other than in the context of this Settlement Agreement.

3 36. Procedural History. On December 5, 2018, Plaintiff filed a putative class action
4 Complaint asserting claims against the Defendant, including claims for failure to pay overtime
5 wages; failure to provide compliant meal and rest breaks and related premium payments; failure to
6 provide compliant wage statements; failure to pay final wages; and unfair business practices in
7 violation of California Business and Professions Code § 17200 *et seq.* On February 13, 2019,
8 Plaintiff filed a first amended complaint alleging the same claims in the original Complaint, and
9 adding claims for civil penalties under the California Labor Code Private Attorneys General Act of
10 2004, Labor Code §§ 2698 *et seq.*, that reasonably could have been premised on the facts, claims,
11 and legal theories alleged in the Complaint and in the FAC. On January 7, 2020, Plaintiff, by
12 stipulation of the parties, filed a second amended complaint (“SAC”) alleging the same claims in
13 the original Complaint and in the FAC, and adding new off the clock claims alleging unpaid time
14 worked raised by Plaintiff at the Parties’ private mediation identified in paragraph 39, below.

15 37. Mediation. On October 9, 2019, the Parties participated in a private mediation with
16 Lou Marlin, a mediator with considerable experience mediating wage and hour class actions. This
17 took place only after the Parties exchanged extensive informal information, documents, and data.
18 The mediation resulted in this Settlement Agreement to resolve this Lawsuit in its entirety.

19 38. Benefits of Settlement Agreement to Settlement Class Members. Plaintiff and
20 Class Counsel recognize the expense and length of continued proceedings necessary to litigate
21 their disputes through trial and potential appeals. Plaintiff has also taken into account the
22 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
23 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
24 establish liability for the claims asserted in the Lawsuit, both generally and in response to
25 Defendant’s defenses, and the difficulties in establishing damages for the Class Members. Thus,
26 Plaintiff and Class Counsel have determined that the terms set forth in this Settlement Agreement
27 are fair, adequate and reasonable, and in the best interests of the SCMs.

1 39. Defendant's Reasons for Settlement Agreement. Defendant has concluded that
2 further defense of this litigation would be protracted and expensive for all Parties. Substantial
3 amounts of Defendant's time and resources have been and, unless this Settlement Agreement is
4 made, will continue to be devoted to the defense of the claims asserted by Plaintiff and the
5 putative Class Members. Defendant has also taken into account the risks of further litigation in
6 reaching its decision to enter into this Settlement Agreement. Although Defendant continues to
7 contend that it is not liable for any of Plaintiff's claims, Defendant has agreed to settle along the
8 terms set forth in this Settlement Agreement and fully resolve the Lawsuit.

9 40. Class Members' Claims. The Class Representative claims that her allegations have
10 merit in regards to the putative Class Members. This Settlement Agreement is a compromise of
11 disputed claims. The monies paid in this Settlement Agreement are genuinely disputed and the
12 Parties agree that the provisions of Labor Code section 206.5 do not apply to this Settlement
13 Agreement. Nothing in this Settlement Agreement or its exhibits, and no action taken to carry out
14 this Settlement Agreement may be construed or used as an admission by or against the putative
15 Class Members or Class Counsel as to the merits of the claims asserted.

16 41. Defendant's Defenses. Defendant claims that the Released Claims have no merit.
17 This Settlement Agreement is a compromise of disputed claims. The Settlement funds are
18 genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 do not
19 apply to this Settlement Agreement. Nothing in this Settlement Agreement or its exhibits, and no
20 action taken to carry out this Settlement Agreement may be construed or used as an admission by
21 or against Defendant as to the merits of the claims asserted.

22 **III. TERMS OF SETTLEMENT AGREEMENT**

23 42. Settlement Agreement Consideration by Defendant. Defendant shall pay the MSA
24 and nothing more than the MSA, with the exception that Defendant will be responsible for any
25 required employer payroll taxes and other required employer withholdings on the portion of the
26 ISPs allocated to wages under this Agreement, including Defendant's FICA and FUTA
27 contributions.
28

1 43. General Release of Claims By Plaintiff. As of the Effective Date, in exchange for
2 the consideration in this Settlement Agreement, Plaintiff, for herself and her heirs, successors and
3 assigns, hereby waives, releases, acquits and forever discharges the Released Parties from any and
4 all Released Claims as well as any and all claims, actions, charges, complaints, grievances and
5 causes of action, of whatever nature, whether known or unknown, which exist or may exist on
6 Plaintiff' behalf as of the date she signs this Settlement Agreement, including but not limited to,
7 any and all tort claims, contract claims, wage claims, wrongful termination claims, disability
8 claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury
9 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
10 quantum meruit claims, and any and all claims arising under any federal, state or other
11 governmental statute, law, regulation or ordinance, including, but not limited to, claims for
12 violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of
13 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
14 Disabilities Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act
15 of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
16 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
17 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or
18 other governmental statute, law, regulation or ordinance. Plaintiff expressly waives and
19 relinquishes any and all claims, rights or benefits she may have under California Civil Code §
20 1542, which provides as follows: A general release does not extend to claims which the creditor
21 does not know or suspect to exist in his or her favor at the time of executing the release which if
22 known by him or her must have materially affected his or her Settlement Agreement with the
23 debtor. Plaintiff may hereafter discover claims or facts in addition to, or different from, those
24 which she now knows or believes to exist, but she expressly agrees to fully, finally and forever
25 settle and release any and all claims against the Released Parties, known or unknown, suspected or
26 unsuspected, which exist or may exist at the time she signed this Settlement Agreement, including,
27 but not limited to, any and all claims relating to or arising from Plaintiff' employment with
28

1 Defendant. The Parties further acknowledge, understand and agree that this Settlement Agreement
2 would not have been finalized without this representation and commitment from Plaintiff.

3 44. Conditions Precedent: This Settlement Agreement will become final and effective
4 only upon the occurrence of all of the following events:

5 a. The Court enters an order granting preliminary approval of the Settlement
6 Agreement;

7 b. The Court enters an order granting final approval of the Settlement Agreement and
8 a Final Judgment;

9 c. The Final Effective Date occurs; and

10 d. Defendant does not invoke its right to revoke the Settlement Agreement as
11 described herein (“Option to Revoke or Modify Settlement Agreement”).

12 45. Nullification of Settlement Agreement. In the event that this Settlement Agreement
13 is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or
14 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
15 resolution of the claims as described herein:

16 a. This Settlement Agreement shall be void ab initio and of no force or effect, and
17 shall not be admissible in any judicial, administrative or arbitral proceeding for any
18 purpose or with respect to any issue, substantive or procedural;

19 b. The conditional class certification (obtained for any purpose) shall be void ab initio
20 and of no force or effect, and shall not be admissible in any judicial, administrative or
21 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
22 and

23 c. None of the Parties to this Settlement Agreement will be deemed to have waived
24 any claims, objections, defenses or arguments in the Lawsuit, including with respect to the
25 issue of class certification.

26 46. Certification of the Settlement Class. The Parties stipulate to conditional class
27 certification of the Settlement Class for the Class Period for purposes of the Settlement Agreement
28

only, and to agree that Plaintiff Carla Blackshear shall be appointed as Class Representative, and that Norman B. Blumenthal shall be appointed Class Counsel.

47. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and SCMs are not relying on any statement or representation by the Parties in this regard. SCMs understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the ISPs they receive, and that they will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their ISPs.

48. Circular 230 Disclaimer. Each Party to this Settlement Agreement acknowledges and agrees that no provision of this Settlement Agreement, and no written communication or disclosure between the Parties or their attorneys, was intended to be relied upon as tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); and that each Party has relied exclusively on their own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement; and that each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor to avoid any tax penalty.

49. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at least seven (7) business days before filing the documents.

50. Settlement Administrator. By accepting the role as Settlement Administrator, the Settlement Administrator is bound to all of the terms, conditions and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for:

- a. calculating the Qualified Workweeks, Payment Ratio, and the ISP for each Settlement Class Member;
- b. processing and mailing payments to the Class Representative, Class Counsel, LWDA, and SCMs;

- c. printing and mailing the Notices to the Class Members as directed by the Court;
- d. receiving and reporting objections, opt outs, Requests for Exclusion, and Notices of Objection;
- e. deducting all legally required taxes from the ISPs and distributing tax forms;
- f. processing and mailing any tax payments to the appropriate state and federal taxing authorities;
- g. providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement Agreement;
- h. and other tasks that the Parties mutually agree on, or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of its duties. Defendant and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the ISPs or any other distribution of monies contemplated by this Settlement Agreement.

51. Notice Procedure.

- a. Class Data. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data or any of its information for any purpose other than to administer this Settlement Agreement. Defendant shall provide the Settlement Administrator with the Class Data to prepare and mail the Notices to the SCMs. This shall take place within fourteen (14) calendar days after the date that both of the following has occurred: (a) the Preliminary Approval Date; and (b) the date on which Defendant receives sufficient and reasonable written assurances from

the Settlement Administrator that the Administrator will maintain the confidentiality of the Class Data.

b. Notices.

- i. The Notice of Class Action and PAGA Settlement Agreement mailed out to Class Members (the “Notice”) shall be in a form substantially similar to the form attached as Exhibit 1. The Notice shall inform Class Members to notify the Settlement Administrator of their current mailing address where the ISP should be mailed following the Effective Date. The Notice shall include the release to be given by each SCM in exchange for the ISP.
- ii. The Notice shall also provide each SCM’s starting and ending dates of employment in a class position during the Settlement Class Period, the number of Qualified Workweeks calculated by the Settlement Administrator, and the Settlement Administrator’s calculation of each SCM’s estimated ISP.
- iii. The Notice’s mailing envelope shall include the following language:
“IMPORTANT LEGAL DOCUMENT- YOU MAY GET MONEY FROM A CLASS ACTION SETTLEMENT AGREEMENT; A PROMPT REPLY IS REQUIRED TO PRESERVE YOUR RIGHTS.”

c. Notice By First Class U.S. Mail. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.

d. Undeliverable Notices. Any Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator

1 shall promptly attempt to determine a correct address by lawful use of skip-tracing, or
2 other search using the name, address, email address, social media, and/or Social Security
3 number of the Class Member involved, and shall then perform a re-mailing, if another
4 mailing address is identified by the Settlement Administrator. If any Notices sent to SCMs
5 currently employed by Defendant are returned to the Settlement Administrator as non-
6 delivered and no forwarding address is provided, the Settlement Administrator shall notify
7 Defendant. Defendant will request that the currently employed SCM provide a corrected
8 address to the Defendant to forward to the Settlement Administrator. Class Members who
9 received a re-mailed Notice shall have their Response Deadline extended fifteen calendar
10 (15) days from the original Response Deadline.

11 e. Disputes Regarding ISPs. SCMs will have the opportunity, should they disagree
12 with the estimated number of Qualified Workweeks stated on their Notice, to provide
13 documentation and/or an explanation to show contrary employment dates. If there is a
14 dispute, the Settlement Administrator will consult with the Parties to determine whether an
15 adjustment is warranted. The Settlement Administrator shall determine the eligibility for,
16 and the amounts of, any ISP under the terms of this Settlement Agreement, and that
17 determination shall be binding upon the SCM and the Parties.

18 f. Disputes Regarding Administration of Settlement Agreement. Any disputes not
19 resolved by the Settlement Administrator concerning the administration of the Settlement
20 Agreement will be resolved by the Court under the laws of the State of California. Prior to
21 any such involvement of the Court, counsel for the Parties will confer in good faith to
22 resolve the disputes without the necessity of involving the Court.

23 g. Requests for Exclusion.

- 24 i. The Notice shall include an explanation that Class Members who wish to
25 exclude themselves from the Settlement Agreement must submit a written
26 Request for Exclusion by the Response Deadline. The written Request for
27 Exclusion must state that the Class Member has decided to exclude himself
28 or herself from the Settlement Agreement and (1) must contain the name,

1 address, and the last four digits of the Social Security number and/or
2 Employee ID number of the person requesting exclusion; (2) must be signed
3 by the Class Member; (3) must be postmarked by the Response Deadline
4 and returned to the Settlement Administrator at the specified address; and
5 (4) contain a typewritten or handwritten notice stating in substance: "I wish
6 to opt out of the Settlement Agreement of the class action lawsuit entitled
7 *Blackshear v. California Fine Wine & Spirits LLC*, Case No. 34-2018-
8 00245842, filed in the Superior Court of California, County of Sacramento.
9 I understand that by requesting to be excluded from the Settlement
10 Agreement, I will receive no money from the Settlement Agreement
11 described in this Notice."

12 ii. The Request for Exclusion will not be valid if it is not timely submitted, or
13 if it is not signed by the Class Member, or if it does not contain the name
14 and address of the Class Member. The date of the postmark on the return
15 mailing envelope for the Request for Exclusion shall be the exclusive means
16 used to determine whether the Request for Exclusion was timely submitted.
17 Class Members who fail to submit a valid and timely written Request for
18 Exclusion on or before the Response Deadline shall be Settlement Class
19 Members ("SCMs") who are bound by all terms of the Settlement
20 Agreement, and any final judgment entered in this Lawsuit, if the
21 Settlement Agreement is approved by the Court.

22 iii. Any Class Member who requests to be excluded from the Settlement
23 Agreement will not be entitled to any recovery under the Settlement
24 Agreement and will not be bound by its terms or have any right to object,
25 appeal or comment on it. Nothing in this Settlement Agreement can be
26 construed as a waiver of any defense that Defendant or the Released Parties
27 have or could assert against anyone who timely serves a Request for
28 Exclusion.

iv. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion.

v. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement Agreement.

h. Objections.

i. The Notice shall state that SCMs who wish to object to the Settlement Agreement must mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely.

ii. SCMs who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Agreement Fairness Hearing in order to have their objections heard by the Court. The Notice of Objection must be signed by the SCM and state the case name and number, the name and address of the SCM, the last four digits of the SCM’s Social Security number and/or Employee ID number, the basis for the objection, and if the SCM intends to appear at the Final Approval/Settlement Agreement Fairness Hearing. SCMs who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

iii. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage SCMs to object to the Settlement Agreement or appeal from the Order and Final Judgment.

- 1 iv. Class Members who submit a written Request for Exclusion are not entitled
2 to object to the Settlement Agreement.
- 3 v. The Settlement Administrator shall send all objections to Class Counsel and
4 Defense Counsel. Class Counsel will be responsible for filing the Notices
5 of Objection with the Court in advance of the Final Approval Hearing.
6 Plaintiff and/or Defendant may file oppositions to Notices of Objection no
7 later than nine (9) court days prior to the date of the Final
8 Approval/Settlement Agreement Fairness Hearing.
- 9 vi. Defendant shall not be responsible for the fees, costs, or expenses incurred
10 by Plaintiff, Class Counsel, or SCMs arising from or related to any
11 objection to the Settlement Agreement or related to any appeals thereof.

12 52. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of
13 the preconditions described in this Settlement Agreement, and pursuant to the timeline and
14 instructions below, Defendant will deposit the MSA into a Qualified Settlement Fund to be
15 established by the Settlement Administrator.

16 a. Funding Due Date. No later than ten (10) calendar days after the Effective Date,
17 Defendant shall provide the MSA to the Settlement Administrator to fund the Settlement
18 Agreement.

19 b. Individual Settlement Payments. ISPs shall be paid from the NSA and shall be paid
20 pursuant to the following formula:

- 21 i. Calculation of Individual Settlement Payments (“ISPs”). Using the Class
22 Data, the Settlement Administrator will calculate the total Qualified
23 Workweeks for all SCMs. The respective Qualified Workweeks for each
24 SCM will be divided by the total Qualified Workweeks for all SCMs,
25 resulting in the Payment Ratio for each individual SCM. Each SCM’s
26 Payment Ratio will then be multiplied by the NSA to calculate each SCM’s
27 estimated ISP. The ISP will be provided only to the individual SCM. Each
28 ISP will be reduced by any legally mandated employee tax withholdings

(e.g., employee payroll taxes, etc.). The ISP checks will include an endorsement confirming that by cashing the check, each SCM is releasing state and federal claims covered by the Released Claims.

ii. Tax Allocation. For tax purposes, each ISP shall be allocated as follows: 10% as wages subject to IRS Form W-2 reporting and applicable taxes/withholdings, and 90% as statutory and civil damages and penalties for which an IRS Form 1099 will be issued.

iii. Mailing. ISPs shall be mailed by regular, First Class, U.S. Mail to each SCM no later than twenty-five (25) calendar days after the Effective Date.

iv. Uncashed Checks. Any checks issued to SCMs shall remain valid and negotiable for one hundred and eighty (180) days after the date they are issued. The Settlement Administrator will mail a reminder notice to those SCMs who have not cashed their checks after one hundred twenty (120) days and will also send a reminder via any available email address or social media for these SCMs. In the event an ISP check has not been cashed within one hundred and eighty (180) days, then the unpaid residue shall be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, et seq, for the benefit of the SCMs who did not cash their checks until such time as they claim their property. The Settlement Administrator shall prepare a report regarding the extent of unclaimed funds, and the report shall be presented to the Court by Class Counsel.

c. Class Representative Service Award (“CRSA”).

i. Defendant agrees not to oppose or object to a Class Representative Service Award (“CRSA”) of up to ten thousand dollars (\$10,000) to Plaintiff in exchange for her General Release of claims, including the Released Claims, and for her time, effort and risk in bringing and prosecuting this matter. The CRSA shall be in addition to the Plaintiff’s ISP as an SCM.

- 1 ii. The Settlement Administrator shall pay the CRSA to Plaintiff from the
2 MSA no later than twenty-five (25) calendar days after the Effective Date.
3 Any portion of the requested CRSA that is not awarded to the Class
4 Representative shall become part of the NSA.
- 5 iii. The Settlement Administrator shall issue an IRS Form 1099 - MISC to
6 Plaintiff for the CRSA. Plaintiff shall be solely and legally responsible to
7 pay any and all applicable taxes on the CRSA and shall hold harmless
8 Defendant and the Released Parties from any claim or liability for taxes,
9 penalties, or interest arising as a result of the CRSA.
- 10 iv. If the Court reduces or does not approve the requested CRSA, Plaintiff shall
11 not have the right to revoke the Settlement Agreement, which shall remain
12 binding.
- 13 d. Class Counsel Award.
- 14 i. In consideration for settling the Lawsuit and for all Released Claims to the
15 Released Parties, as well as the General Release of claims by Plaintiff,
16 Class Counsel intends to apply for an award of attorneys' fees not to exceed
17 seven hundred thousand dollars (\$700,000.00), plus costs and expenses
18 supported by declaratron not to exceed fifteen thousand dollars
19 (\$15,000.00). These amounts will be issued out of the MSA.
- 20 ii. Class Counsel, Plaintiff and the SCMs will not apply to the Court for any
21 additional payment of attorney fees and costs, or for an increase in the
22 MSA. The Parties agree that, over and above the Court-approved Class
23 Counsel Award, each of the Parties, including all SCMs, shall bear their
24 own fees and costs, including, but not limited to, those related to the
25 investigation, filing, or prosecution of the Lawsuit; the negotiation,
26 execution, or implementation of this Settlement Agreement; and/or the
27 process of obtaining, administering, or challenging an Order Granting
28 Preliminary Approval and/or Final Approval.

- 1 iii. Any portion of the requested Class Counsel Award that is not awarded to
2 Class Counsel shall be part of the NSA and shall be distributed to SCMs as
3 provided in this Settlement Agreement.
- 4 iv. The Settlement Administrator shall pay the Class Counsel Award to Class
5 Counsel from the MSA no later than twenty-five (25) calendar days after
6 the Effective Date.
- 7 v. Class Counsel shall be solely and legally responsible to pay all applicable
8 taxes on the Class Counsel Award. The Settlement Administrator shall
9 issue an IRS Form 1099 - MISC to Class Counsel for the payment.
- 10 vi. In the event that the Court reduces or does not approve the requested Class
11 Counsel Award, Plaintiff and Class Counsel shall not have the right to
12 modify or revoke the Settlement Agreement, or to appeal such an order, and
13 the Settlement Agreement will remain binding.
- 14 e. PAGA Payment. Twenty-eight thousand dollars (\$28,000.00) shall be allocated
15 from the MSA for the release of claims for civil penalties under the Private Attorneys
16 General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%)
17 of the \$28,000 payment, or \$21,000, to the California Labor and Workforce Development
18 Agency (the “PAGA Payment”) no later than twenty-five (25) calendar days after the
19 Effective Date. Twenty-five (25%) of the remaining amount of the \$100,000 payment, or
20 \$7,000, will remain in the NSA and distributed as described in this Settlement Agreement.
21 Class Counsel will take all action required by California Labor Code section 2699(l).
- 22 f. Settlement Administrator Costs. The Settlement Administrator shall be paid for the
23 costs of administration of the Settlement Agreement from the MSA. Based upon estimates
24 received, the Settlement Administrator Costs shall not exceed thirty thousand dollars
25 (\$30,000) . The Settlement Administrator shall be paid the Settlement Administrator Costs
26 no later than fourteen (14) calendar days after Defendant provides funds to the Settlement
27 Administrator for disbursement under this Settlement Agreement.
- 28

1 53. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
2 accomplish the terms of this Settlement Agreement, including but not limited to, the execution of
3 necessary documents and to take such other action as may be reasonably necessary to implement
4 the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement
5 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense
6 Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this
7 Settlement Agreement. The Parties also agree to cooperate in the Settlement Administrator
8 process. The Parties each represent they do not have any financial interest in the Settlement
9 Administrator or otherwise have a relationship with the Settlement Administrator that could create
10 a conflict of interest. Class Counsel will also notify Defense Counsel if subpoenaed or upon
11 receipt of any other request for documents or information regarding any other lawsuit filed, or
12 potential lawsuit, against the Released Parties that covers or includes any SCMs and the Released
13 Claims.

14 54. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
15 request the preliminary approval of the Settlement Agreement, and the setting of a date for a Final
16 Approval/Settlement Agreement Fairness Hearing. The Preliminary Approval Order shall provide
17 for the Notice of Class Action and PAGA Settlement (the "Notice") to be sent to all Class
18 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff
19 shall submit this Settlement Agreement and the proposed Notice. Plaintiff shall provide drafts of
20 all papers filed in support of preliminary approval to Defense Counsel at least seven (7) business
21 days before filing the documents.

22 55. Final Approval Motion. At the earliest practicable time following the expiration of
23 the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final
24 Approval and Entering Judgment, requesting final approval of the Settlement Agreement and a
25 determination of the amounts payable for the CRSA, the Class Counsel Award, the PAGA
26 Payment, and the Settlement Administration Costs. Plaintiff shall provide drafts of these papers to
27 Defense Counsel at least seven (7) business days before filing the documents.

1 a. Declaration by Settlement Administrator. The Settlement Administrator shall
2 submit a declaration in support of Plaintiff's motion for final approval of this Settlement
3 Agreement detailing the number of Notices mailed and re-mailed to Class Members, the
4 number of undeliverable Notices, the number of timely requests for exclusion, the number
5 of Notices of Objections received, the amount of the average ISP, the Settlement
6 Administration Costs, and any other information as the Parties mutually agree on, or that
7 the Court orders the Settlement Administrator to provide.

8 b. Final Approval Order and Judgment. The Parties shall present an Order Granting
9 Final Approval of Class Action and PAGA Settlement Agreement to the Court for its
10 approval, and Judgment thereon consistent with the terms and conditions of this Settlement
11 Agreement.

12 56. Option to Revoke or Modify Settlement Agreement.

13 a. Defendant has the unilateral right to revoke the Settlement Agreement if, after the
14 Response Deadline, the number of Class Members who submitted timely and valid written
15 requests for exclusion from the Settlement Agreement equals five percent (5%) or more of
16 all Class Members. If Defendant exercises the option to terminate this Settlement
17 Agreement, Defendant shall provide written notice to Class Counsel within seven (7)
18 calendar days after Defendant receives notice of the percentage of timely and valid written
19 requests for exclusion from the Settlement Agreement. In such case, the Parties shall
20 proceed in all respects as if this Settlement Agreement had not been executed.

21 b. The MSA will increase only if the data shows that the number of Workweeks (as
22 defined herein) that was calculated from December 5, 2014 to May 1, 2019 (the
23 "Calculation Period") exceeds 100,058 Workweeks (the "Total Workweeks") by 5% or
24 more (the "Threshold"). Any increase in the MSA will be proportional based on the
25 number of Workweeks in the Calculation Period that exceed the Threshold. For example, if
26 at the time of Preliminary Approval, the actual number of Workweeks in the Calculation
27 Period ends up being 10% greater than the Total Workweeks in the Calculation Period,
28 then the MSA will increase by 5%.

1 57. Review of Motions for Preliminary and Final Approval. Class Counsel will
2 provide an opportunity for Defense Counsel to review the Motions for Preliminary and Final
3 Approval prior to filing with the Court. The Parties and their counsel will cooperate and use their
4 best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of
5 the Settlement Agreement, and entry of Judgment.

6 58. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
7 Lawsuit, except such proceedings necessary to implement and complete the Settlement
8 Agreement, pending the Final Approval/Settlement Agreement Fairness Hearing to be conducted
9 by the Court, and that the time within which to bring this action to trial under California Code of
10 Civil Procedure Section 583.310 shall be extended from the date the Memorandum of Agreement
11 was signed on October 21, 2019, until the settlement is revoked and the stay is lifted.

12 59. Nullification of Settlement Agreement. In the event that the Court does not grant
13 final approval, or the Court does not enter a final judgment as provided herein, or the Settlement
14 Agreement does not become final for any other reason, this Settlement Agreement shall be null
15 and void and any order or judgment entered by the Court in furtherance of this Settlement
16 Agreement shall be treated as void from the beginning. In such a case, the entire MSA money
17 shall be returned to the Defendant; the Parties shall proceed in all respects as if this Settlement
18 Agreement had not been executed, except that any costs already incurred by the Settlement
19 Administrator shall be paid by equal apportionment among the Parties; and this Agreement and its
20 terms, and the communications, negotiations, and settlement discussions related the Lawsuit, shall
21 be inadmissible and treated as confidential to the fullest extent allowed by law. In the event an
22 appeal is filed from the Court's final judgment, or any other appellate review is sought,
23 administration of the Settlement Agreement shall be stayed pending final resolution of the appeal
24 or other appellate review, but any fees incurred by the Settlement Administrator prior to being
25 notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review,
26 shall be paid to the Settlement Administrator within thirty (30) days of said notification.

27 60. No Effect on Employee Benefits. Amounts paid to Plaintiff or other SCMs
28 pursuant to this Settlement Agreement shall not be deemed pensionable earnings or have any

1 effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,
2 retirement plans, etc.) of the Plaintiff or SCMs.

3 61. Exhibits and Headings. The terms of this Settlement Agreement include the terms
4 set forth in the attached Exhibits. The descriptive headings of any paragraphs or sections of this
5 Settlement Agreement are inserted for ease of reference only and do not constitute a part of this
6 Settlement Agreement.

7 62. Amendment or Modification. With Court approval, this Settlement Agreement
8 may be amended or modified only by a written instrument that is signed by counsel for all Parties
9 or their successors-in-interest, and signed by the Parties or their successors-in-interest.

10 63. Entire Settlement Agreement. This Settlement Agreement and its exhibits
11 constitute the entire Settlement Agreement among the Parties, and no oral or written
12 representations, warranties or inducements have been made to any Party concerning this
13 Settlement Agreement or its exhibits other than the representations, warranties and covenants
14 contained and memorialized in the Settlement Agreement and its exhibits.

15 64. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
16 and represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to
18 effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant
19 represents and warrants that they are authorized to sign this Settlement Agreement on behalf of
20 Defendant. Plaintiff represents that she is authorized to sign this Settlement Agreement and that
21 she has not assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of
22 action or any rights herein released and discharged or covered by this Settlement Agreement to
23 any third-party.

24 65. Binding on Successors and Assigns. The provisions of this Settlement Agreement
25 shall run in perpetuity. This Settlement Agreement shall be binding upon, and inure to the benefit
26 of, the successors or assigns of the Parties.

1 66. California Law Governs. All terms of this Settlement Agreement and its exhibits,
2 and any disputes arising hereunder shall be governed by and interpreted according to the laws of
3 the State of California.

4 67. Counterparts. This Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
6 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
7 among themselves copies or originals of the signed counterparts.

8 68. This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe
9 that this Settlement Agreement is a fair, adequate and reasonable Settlement Agreement of this
10 Lawsuit and have arrived at this Settlement Agreement after extensive arm's-length negotiations,
11 taking into account all relevant factors, present and potential. The Parties further agree that this
12 Settlement Agreement shall not be construed in favor of or against any party by reason of the
13 extent to which any party or their counsel participated in the drafting of this Settlement
14 Agreement.

15 69. Jurisdiction of the Court. The Parties agree that, pursuant to California Code of
16 Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation,
17 implementation and enforcement of the terms of this Settlement Agreement and all orders and
18 judgments entered in connection to it, and the Parties and their counsel submit to the jurisdiction
19 of the Court for purposes of interpreting, implementing and enforcing the Settlement Agreement
20 and all orders and judgments entered in connection to it.

21 70. Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the
22 Settlement Agreement, including the fact of the Settlement Agreement, its terms or contents, and
23 the negotiations underlying the Settlement Agreement, in any manner or form, directly or
24 indirectly, to any person or entity, except for the Notice to Class Members to effectuate the terms
25 of the Settlement Agreement. This section means that Plaintiff and Class Counsel agree not to
26 issue press releases, communicate with or respond to any media or publication entities, publish
27 information in any manner or form, whether printed or electronic, on any medium, or otherwise
28 communicate, whether by print, video, website, recording or any other medium, with any person

1 or entity concerning the Settlement Agreement, including the fact of the Settlement Agreement, its
2 terms or contents and the negotiations underlying the Settlement Agreement, except as shall be
3 contractually required to effectuate the terms of the Settlement Agreement. However, for the
4 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits,
5 Class Counsel may disclose the name of the Parties in this Lawsuit, the venue/case number of this
6 Lawsuit, and the fact that this Lawsuit settled on a class-wide basis (but not any other Settlement
7 Agreement details) for such purposes.

8 71. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the
9 date of execution of this Settlement Agreement, have no intention of pursuing any claims against
10 Defendant in any judicial, administrative, or arbitral forum, including, but not limited to, any and
11 all claims relating to or arising from Plaintiff's employment with Defendant, and that Plaintiff's
12 Counsel is not currently aware of any facts or legal theories upon which any claims or causes of
13 action could be brought against Defendant, other than those facts or legal theories alleged in the
14 SAC in this Lawsuit. Plaintiff and Plaintiff's Counsel further represent and agree that they do not
15 currently know of or represent any persons who have expressed any interest in pursuing litigation
16 or seeking any recovery against Defendant. The Parties agree that this Settlement Agreement
17 would not have been finalized without this representation. Nothing in this Paragraph will be
18 construed as a restraint on the right of any counsel to practice.

19 72. Waiver of Certain Appeals. The Parties agree to waive all appeals from the Court's
20 final approval of the Settlement Agreement, unless the Court modifies the Settlement Agreement.

21 73. No Admissions by the Parties. Plaintiff alleges that the Released Claims have
22 merit, while Defendant contends that they lack merit. This Settlement Agreement is a compromise
23 of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to
24 herein, and no action taken to carry out this Settlement Agreement may be construed or used as an
25 admission by or against the Defendant or Plaintiff as to the merits or lack thereof of the claims
26 asserted.

1 74. Notice of Settlement Agreement to LWDA. Plaintiff represents that Plaintiff will
2 provide notice of this Settlement Agreement to the Labor Workforce Development Agency
3 ("LWDA") as required by Labor Code Section 2699(1)(2).

4 75. IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA
5 Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their
6 attorneys as of the dates noted.

7
8 **IT IS SO AGREED:**

9
10 Dated: Feb 23, 2020

Carla Blackshear
Carla Blackshear (Feb 23, 2020)

Carla Blackshear
Plaintiff

11
12
13 Dated: 2/24/20



Norman B. Blumenthal
Authorized to sign for Plaintiff
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Attorneys for Plaintiff
Approved as to form only

14
15
16
17
18
19 Dated: _____

California Fine Wine & Spirits LLC
By its sole manager, RSSI Management, Inc.,
By its sole officer, Thomas Haubenstricker

20
21
22
23 Dated: _____

Michael J. Nader
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART
Attorney for Defendant
California Fine Wine & Spirits
Approved as to form only

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2 provide notice of this Settlement Agreement to the Labor Workforce Development Agency
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10 Dated: Feb 23, 2020

Carla Blackshear
Carla Blackshear (Feb 23, 2020)

Carla Blackshear
Plaintiff

11
12
13 Dated: 2/24/20



Norman B. Blumenthal
Authorized to sign for Plaintiff
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Attorneys for Plaintiff
Approved as to form only

14
15
16
17
18 Dated: 3/3/20



California Fine Wine & Spirits LLC
By its sole manager, RSSI Management, Inc.,
By its sole officer, Thomas Haubenstricker

19
20
21
22
23 Dated: 3/6/20



Michael J. Nader
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART
Attorney for Defendant
California Fine Wine & Spirits
Approved as to form only

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25
26
27
28

NOTICE OF CLASS ACTION SETTLEMENT

To: **All persons employed by California Fine Wine & Spirits, LLC as a non-exempt employee in the State of California at any time during the period from December 5, 2014 through February 15, 2020.**

A court authorized this Notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights may be affected by a class action settlement.

Your rights and each option, and related deadlines, are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown in Paragraph 8 of this Notice. Please keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the last known address on file for you.
CHANGE CONTACT INFORMATION	YOU MUST update your contact information with the Settlement Administrator to ensure that you receive your Individual Settlement Payment.
EXCLUDE YOURSELF Deadline: [Response Deadline]	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against California Fine Wine about the legal claims in this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
DEADLINE TO OBJECT: [Response Deadline]	If you think the Settlement is not fair, you can submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. You may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Approval Hearing. If the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice.
DO NOTHING	If you do nothing (that is, if you do not submit a timely request for exclusion), you will be mailed an Individual Settlement Payment at the address listed above, and you will be bound by the terms of the Settlement and releases described in this Notice.

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BASIC INFORMATION

1. Why did I get this notice?

The Court has preliminarily approved a settlement of the lawsuit *Carla Blackshear v. California Fine Wine & Spirits LLC*, Case No. 34-2018-00245842 ("**Blackshear v. California Fine Wine**"), which is pending in the Sacramento Superior Court State of California ("**Lawsuit**"). The Settlement is on behalf of a proposed Class, defined as all current and former non-exempt employees of California Fine Wine (the "**Company**" or "**Defendant**") who worked in the State of California at any time during the period from December 5, 2014 through February 15, 2020 (the "**Class Period**").

You received this notice because the Company's records show that you worked for the Company as a non-exempt employee in California at some time during the Class period, and therefore, you may be a member of the Class ("**Class Member**"). This notice explains the Lawsuit, the settlement, your legal rights, the benefits available for you, your eligibility for benefits, and how you obtain them.

2. What is this Lawsuit about?

Carla Blackshear ("**Plaintiff**") sued on behalf of herself and other non-exempt employee in California. Plaintiff alleges that the Company owes her and other non-exempt employees additional amounts for failing to pay overtime wages; failing to provide compliant meal and rest breaks and related premium payments; failing to provide compliant wage statements; failing to pay final wages; unfair business practices; and other related penalties. Plaintiff seeks damages for lost wages, interest, and penalties, as well as attorneys' fees and expenses. Defendant strongly denies Plaintiff allegations and admit no wrongdoing. To avoid the costs of litigation, however, the Parties have agreed to settle this matter.

3. Why is this a class action?

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. In this case, the Plaintiff sued on behalf of herself and other non-exempt employees in California, and the group of non-exempt employees with similar claims is called a "Class." Each person included in the class definition is a "Class Member."

4. Why is there a Settlement?

The Court has not decided in favor of either party, not the Plaintiff or the Defendant. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit ("Settlement"). That way, they avoid the cost of a trial and the Class Members can get compensation from the Settlement. Plaintiff and Class Counsel think that the Settlement is best for the Class.

5. Who are the Parties in this Lawsuit?

California Fine Wine employed Plaintiff Carla Blackshear as a non-exempt employee in California. California Fine Wine is the named Defendant.

6. Do I have a lawyer in this case?

The Court has appointed Class Counsel listed below to represent your interests in this case.

Class Counsel

Norman B. Blumenthal, SBN 068687
Kyle R. Nordrehaug, SBN 205975
Aparajit Bhowmik, SBN 248066
BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Tel : (858) 551-1223
Email : Kyle@bamlawca.com

Defendant is represented by:

Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
500 Capital Mall, Suite 2500
Sacramento, CA 95814

If you have questions regarding this Settlement, you should contact Class Counsel, or the Settlement Administrator at 1-800-[telephone]. You may also view documents relating to the Settlement (including, but not limited to, the complaint, all papers filed in connection with the motion for preliminary approval of the Settlement, the order granting preliminary approval of the Settlement, and other documents) by visiting the following website:

www.CAWineClassActionSettlement.com.

THE TERMS OF THE SETTLEMENT

7. What is the settlement amount and how will the Individual Settlement Payment be calculated?

Under the proposed Settlement, California Fine Wine will pay \$2,100,000.00 (referred to as the “**Maximum Settlement Amount**” or “**MSA**”) to fully and finally resolve all claims in the Lawsuit.

The “**Net Settlement Amount**” or “**NSA**” means the Maximum Settlement Amount, less all of the following amounts, which are subject to approval by the Court:

- A. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for attorneys’ fees of up to \$700,000.00, and reimbursement of up to \$15,000 for actual litigation costs and expenses.
- B. Class Representative Service Award: Class Counsel will apply to the Court for a Service Award of up to \$10,000 to Plaintiff for her efforts in prosecuting this case. Plaintiff’s Service Award will be in addition to any Individual Settlement Payment she receives as a Settlement Class Member.
- C. PAGA Payment: Class Counsel will apply to the Court for an allocation of \$28,000 shall be allocated from the MSA for the release of claims for civil penalties under the PAGA claims in the Lawsuit. The Settlement Administrator shall pay \$21,000 (75% of \$28,000) to the California Labor and Workforce Development Agency) no later than twenty-five (25) calendar days after the Effective Date. The other 25% (\$7,000) will be retained in the NSA and distributed to the Class Members.
- D. Settlement Administration Costs: The Settlement Administration Costs refer to the fees and expenses reasonably incurred by the Settlement Administrator to, among other things, distribute notice packets to Class Members, process requests for objections or exclusions, and distribute payments under the Settlement. Settlement Administration Costs are estimated to be \$30,000.00.

If the Court grants final approval of the Settlement, the NSA will be paid out entirely, *automatically*, to all Class Members who do not request exclusion from the Settlement (“**Settlement Class Members**”). Any portion of the NSA that would have been paid to individuals who timely request exclusion from the Settlement will be paid to the Settlement Class Members who participate in the Settlement. In other words, the entire NSA will be paid to Settlement Class Members, and no portion of the NSA will be returned to California Fine Wine under any circumstances.

Each Settlement Class Member’s share of the NSA will be based on the number of Qualified Workweeks that he or she worked for California Fine Wine in California during the Class Period, using the following procedure:

- The Settlement Administrator will calculate the number of Qualified Workweeks that each Class Member worked during the Class Period.
- The Settlement Administrator will determine the total, aggregate number of Qualified Workweeks worked by all Class Members.
- Each Class Member’s Qualified Workweeks will be divided by the total Qualified Workweeks for all Class Members, resulting in the “Payment Ratio” for each Class Member.
- Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate the gross amount of each Individual Settlement Payment.

Ten percent (10%) of each Individual Settlement Payment will be allocated to the settlement of claims for unpaid wages, and will have withholdings and taxes deducted at each Settlement Class Members' last-reported withholding status; ninety percent (90%) will be allocated to statutory and civil damages and penalties, and will be reported on an IRS Form-1099 by the Settlement Administrator.

8. How much will my Individual Settlement Payment be?

California Fine Wine's records show that you were employed by the Company as a Class Member from <<Start Date>> to <<End Date>> during the Class Period, and worked <<Qualified Workweeks>> Qualified Workweeks during the Class Period. Based on this information, your estimated gross Individual Settlement Payment is approximately \$<<Estimated Individual Settlement Payment>>.

This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

If the Court approves the Settlement and there are no objections or appeals, Individual Settlement Payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Your patience is appreciated.

9. What do I do if my dates of employment are wrong?

Your dates of employment, and the number of Qualified Workweeks as shown above, were determined based upon the Company's records. If you believe the dates of employment and/or the number of Qualified Workweeks attributed to you are not right, you may send a letter to the Settlement Administrator stating what you believe the right dates are. In order to be considered, you must mail your letter to the Settlement Administrator at the address listed below, in Paragraph 12 of this Notice, postmarked on or before [60 days after initial mailing], 2020. Your dispute must contain: (1) your full name and address; (2) the case name and number (*Carla Blackshear v. California Fine Wine & Spirits LLC*, Case No. 34-2018-00245842; (3) a clear statement indicating you wish to dispute the dates of employment and/or number of Qualified Workweeks attributed to you; and (4) the dates of employment and/or number of Qualified Workweeks you contend are correct, together with any supporting documents or information. The Settlement Administrator will resolve any dispute regarding your dates of employment and/or number of Qualified Workweeks based on the Company's records and any information you provide.

HOW TO GET A PAYMENT

10. How do I get my Individual Settlement Payment?

You do not need to do anything -- you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change or correction in your contact information, or if the information shown in Paragraph 8 regarding your employment with Defendant is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. If final approval of the Settlement is granted, your Individual Settlement Payment installments will be mailed to the last known address on file with the Settlement Administrator.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

11. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you remain in the Class, which means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant for the same legal issues in this Lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims: If the Court approves the Settlement, each Class Member who has not excluded themselves from the Settlement will be bound by the Settlement, and thereby release Defendant of all causes of action that were

alleged or reasonably could have been alleged in the Lawsuit based on the facts, legal theories, or causes of action contained therein, including all of the following claims for relief: (i) any and all claims for alleged unpaid wages including, but not limited to, claims for minimum wage, overtime, double-time, seventh day pay, the failure to pay for all hours worked, and the failure to pay for all hours worked at correct rates; (ii) any and all claims for meal period violations including, but not limited to, claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages therefor; (iii) any and all claims for rest break violations including but not limited to, claims for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages therefor; (iv) any and all claims for improper or inaccurate itemized wage statements including, but not limited to, claims for injuries suffered therefrom; (v) any and all claims for statutory penalties premised on the facts, claims, or legal theories described above or in the Lawsuit, or that reasonably could have been raised in the Lawsuit based on the facts, legal theories, and causes of action alleged in the Lawsuit, including waiting time penalties under Labor Code Section 203 and/or wage statement penalties under Labor Code Section 226(e); (vi) any and all civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 et seq. (“PAGA”) premised on the facts, claims, or legal theories described above or in the Lawsuit; (vii) any and all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, or legal theories described above or in the Lawsuit, or that reasonably could have been raised in the Lawsuit based on the facts, legal theories, and causes of action alleged in the Lawsuit, and other equitable relief, liquidated damages, punitive damages, or penalties arising from the foregoing alleged claims; and any other benefit claimed on account of the allegations asserted in the Lawsuit (collectively, the “Released Claims”). The Released Claims shall expressly exclude claims for wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period. The period of the Released Claims shall extend to the limits of the Class Period.

Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Settlement, the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you want to retain the right to pursue claims related to this case against the Defendant and/or you do NOT want a payment from this Settlement, then you must exclude yourself. Excluding yourself is also referred to as “opting-out.” If you exclude yourself, you will not receive money from this settlement.

The request for exclusion must contain: (1) your name, address, telephone number, and the last four digits of your Social Security Number or your full Employee ID Number; (2) your signature or the signature of your legal representative; (3) the case name and number (*Carla Blackshear v. California Fine Wine & Spirits LLC*, Case No. 34-2018-00245842); and (4) a clear statement that you wish to exclude yourself from the Settlement.

To be timely, any request for exclusion must be mailed or faxed to the Settlement Administrator, postmarked or fax-stamped on or before [Response Deadline], to the following address or fax number:

California Fine Wine Class Action Settlement

[Settlement Administrator]

[Address]

[Fax Number]

Requests for exclusion which are postmarked or fax-stamped after the Response Deadline may not be accepted.

13. If I don't exclude myself, can I sue California Fine Wine for the same thing later?

No. Unless you exclude yourself, you give up any right to sue California Fine Wine for the claims that this Settlement covers, and for the Class Period. *If you have a pending lawsuit, speak to your lawyer in that case immediately.* You must exclude yourself from this Class to continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court that you do not agree with the Settlement or some part of it. The Court will consider your views when deciding whether to grant final approval of the Settlement. This is the process to tell the Court if you think the Settlement as a whole is unfair. If you only think your Settlement Payment was miscalculated, use the process in Paragraph 9 of this Notice.

To object to the Settlement, you may file a written objection with the Court or you may attend and speak at the Final Approval Hearing. The Court will consider all objections in deciding whether to approve the Settlement. All written objections should (a) reference the case name and number (*Carla Blackshear v. California Fine Wine & Spirits LLC*, Case No. 34-2018-00245842); (b) explain the basis for the objection, (c) include the last four digits of your Social Security number and/or Employee ID number (your Social Security number will be redacted before an objection becomes part of the public record); and (d) be signed by you. Written objections must be mailed to the Settlement Administrator no later than [Response Deadline] to the following address:

California Fine Wine Class Action Settlement
[Settlement Administrator]
[Address]

Written objections which are postmarked after the Response Deadline may not be accepted.

15. What is the difference between objecting and being excluded?

Objecting is telling the Court that you do not like something about the Settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing before Judge Richard K. Sueyoshi, Dept 28, Sacramento Superior Court, 720 9th St, Sacramento, Sacramento, CA 95814 on [Date], at [Time]. At this hearing, the Court will 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 attorneys' fees and costs, the Class Representative Service Award, the allocation for PAGA penalties, and the Settlement Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members

17. Do I have to come to the hearing?

You are not required to attend the Final Approval Hearing, but you or your lawyer may attend if you choose. If you are a participating class member and you wish to speak or have your lawyer speak for you, you may do so. Please visit <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber> and put in the case number to see whether the Final Approval Hearing will be held on [scheduled date] or has been rescheduled to a new hearing date.

GETTING MORE INFORMATION

18. Who may I contact if I have questions about the Settlement?

If you have any questions about the Settlement, you may contact Class Counsel at the address or telephone number listed in Paragraph 6 of this Notice. You may also contact the Settlement Administrator by calling toll free 1-[telephone number], or by writing to the Settlement Administrator at the address shown in Paragraph 12, above.

If you would like to review relevant documents, including the settlement agreement and other Court-filed documents, please visit the website www.CAWineClassActionSettlement.com. Documents may also be reviewed during regular office hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Office of the Clerk, Room 4-200, at the address shown in Paragraph 16.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE COMPANY'S MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION. (Note: You may contact the attorneys identified as "Class Counsel" in Paragraph 6 of this Notice).

ADDITIONAL IMPORTANT INFORMATION

- 19. California Fine Wine supports the Settlement and will not retaliate in any manner whatsoever** against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, or request to be excluded from the Settlement, or object to the Settlement.
- 20. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment installments will be sent.
- 21. Individual Settlement Payment checks must be cashed soon after receipt.** Individual Settlement Payment checks that remain uncashed 180 calendar days after the date of issuance will be voided, and the funds represented by any such uncashed checks shall be tendered to the State of California Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Sacramento
Blackshear v. California Fine Wine & Spirits LLC
Case No. 34-2018-00245842

CHANGE OF ADDRESS FORM

Address

If the contact information that is listed here for you needs to be updated or corrected, please notify the settlement administrator immediately.

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

Email: _____

I understand all future correspondence in this Lawsuit, including important notices or Individual Settlement Payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by:

DATED: _____, 2020

Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Blackshear v. California Fine Wine Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box

Tustin, CA 92781

OR BY FAX TO THE TOLL-FREE NUMBER: () -

42582046.1

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CARLA BLACKSHEAR, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CALIFORNIA FINE WINE & SPIRITS LLC,
a Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **34-2018-00245842**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Richard K. Sueyoshi
Dept. 28

Complaint Filed: December 5, 2018
Trial date: None Set

This matter, having come before the Honorable Richard K. Sueyoshi of the Superior Court of the State of California, in and for the County Sacramento, on _____[DATE], for the motion by Plaintiff Carla Blackshear ("Plaintiff") for preliminary approval of the class settlement with Defendant California Fine Wine & Spirits LLC ("Defendant"). The Court, having considered

PRELIMINARY APPROVAL ORDER

1 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Joint Stipulation of Class Lawsuit and PAGA
6 Settlement Agreement ("Agreement") attached as Exhibit ____ to the Declaration of Kyle
7 Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
8 This is based on the Court's determination that the Settlement set forth in the Agreement appears
9 to be within the range of reasonableness of a settlement which could ultimately be given final
10 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
11 California Rules of Court, rule 3.769.

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

14 3. The Maximum Settlement Amount that Defendant shall pay is Two Million One
15 Hundred Thousand Dollars (\$2,100,000). It appears to the Court on a preliminary basis that the
16 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
17 when balanced against the probable outcome of further litigation and the significant risks relating
18 to certification, liability and damages issues. It further appears that investigation, research, and
19 informal discovery have been conducted such that counsel for the Parties are able to reasonably
20 evaluate their respective positions. It further appears to the Court that settlement at this time will
21 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
22 presented by the further prosecution of the Action. It further appears that the Settlement has been
23 reached as the result of serious and non-collusive, arms-length negotiations.

24 4. The Agreement specifies for an attorneys' fees award not to exceed seven hundred
25 thousand dollars (\$700,000.00), which is one-third of the Maximum Settlement Amount, an award
26 of litigation expenses incurred not to exceed \$15,000, and a proposed Class Representative
27 Service Award to the Plaintiff in an amount not to exceed \$10,000. The Court will not approve
28

1 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
2 Approval Hearing. Plaintiff will be required to present evidence supporting these requests,
3 including lodestar, prior to final approval.

4 5. As a part of preliminary approval, the Court finds, for settlement purposes only,
5 that the Class meets the requirements for certification under Section 382 of the California Code of
6 Civil Procedure, and the Court accepts and incorporates the Settlement Agreement and hereby
7 conditionally certifies the Class of persons, for settlement purposes only, pursuant to the
8 Settlement Agreement's terms and conditions, as follows: "All individuals who are or previously
9 were employed by Defendant in California, and classified as a non-exempt employee at any time
10 during the Class Period." The Class Period is December 5, 2014 through February 15, 2020.

11 6. The Court provisionally appoints Plaintiff as the representative of the Class. The
12 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
13 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

14 7. The Court hereby approves, as to form and content, the Notice of Class Action and
15 PAGA Settlement ("Notice") attached to the Agreement as Exhibit A. The Court finds that the
16 Notice appears to fully and accurately inform the Class of all material elements of the proposed
17 Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-
18 out request, and of each member's right and opportunity to object to the Settlement. The Court
19 further finds that the distribution of the Notice substantially in the manner and form set forth in the
20 Agreement and this Order meets the requirements of due process, is the best notice practicable
21 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
22 thereto. The Court orders the mailing of the Notice by first class mail, pursuant to the terms set
23 forth in the Agreement.

24 8. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. No
25 later than 14 calendar days after preliminary approval of the Settlement by the Court, Defendant
26 shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. The
27 Settlement Administrator will perform address updates and verifications as necessary prior to the
28

1 first mailing. Using best efforts to mail it as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Settlement Administrator will mail the Notice to all Class
3 Members via first-class regular U.S. Mail.

4 9. The Court finds that the Notice of Class Action Settlement (“Class Notice”)
5 together with the change of address form (exhibits 1 and 2 to the Settlement Agreement, and
6 together with a preprinted return envelope, collectively the “Notice Packet”) advises the Class of
7 the pendency of the Class Action, of the proposed settlement terms, of the preliminary Court
8 approval of the settlement, of the automatic payment of a proportionate share of the settlement
9 monies if the class member does not request to be excluded, of the released claims, of the
10 estimated amount each may expect to receive pursuant to the proposed settlement, of the right to
11 submit objections or requests for exclusion and of the manner and timing for doing earlier of these
12 acts.

13 10. The Court further finds that the proposed Class Notice and the proposed method of
14 dissemination fairly and adequately advise the Class of the terms of the proposed settlement, of
15 their rights, of the benefits available to class members, of the final approval hearing date, time and
16 place, and the right to file documentation in support of, or in opposition to, the settlement, and to
17 appear in connection with said hearing. The Court finds that the Class Notice clearly comports
18 with all constitutional requirements including those of due process and, when completed, shall
19 constitute sufficient notice to the class members. These notice procedures and deadlines set forth
20 in the Class Notice and the Agreement are therefore approved as the order of this Court.

21 11. A final approval hearing shall be held before this Court on _____
22 _____ at _____ in Department 28 of the Sacramento County Superior Court to
23 determine all necessary matters concerning the Settlement, including: whether the proposed
24 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
25 adequate, and reasonable and should be finally approved by the Court; whether the Final Approval
26 Order and Judgment should be entered herein; whether the plan of allocation contained in the
27 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
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1 finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
2 Settlement Administrator. All papers in support of the motion for final approval and the motion
3 for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel
4 no later than sixteen (16) court days before the hearing.

5 12. Neither the Settlement nor any exhibit, document, or instrument delivered
6 thereunder shall be construed as a concession or admission by Defendant in any way that the
7 claims asserted have any merit or that this Action was properly brought as a class or representative
8 action, and shall not be used as evidence of, or used against Defendant as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendant or with respect to the truth of any allegation asserted by any person.
11 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
14 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendant of any liability,
16 fault, wrongdoing, omission, concession or damage, or the propriety of any particular group of
17 individuals being certified as a class for purposes of pursuing any claims against Defendant except
18 for purposes of effectuating this Settlement if Final Approval is granted.

19 13. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order, with the exception of paragraph 12, the provisions of
22 which be deemed severed and survive, shall be rendered null and void and shall be vacated, and
23 the Parties shall revert to their respective positions as of before entering into the Agreement, and
24 expressly reserve their respective rights regarding the prosecution and defense of this Action,
25 including all available defenses and affirmative defenses, and arguments that any claim in the
26 Action could not be certified as a class action and/or managed as a representative action. In such
27 an event, the Court's orders regarding the Settlement, including this Order (excepting paragraph
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1 13), shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
2 intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not
3 approved.

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

8 **IT IS SO ORDERED.**

9 Dated: _____

10 _____
11 HON. RICHARD K. SUEVOSHI
12 JUDGE, SUPERIOR COURT OF CALIFORNIA

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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

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. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987. 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-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)

Kyle R. Nordrehaug

Partner

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-present

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

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)

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015); 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).

LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal
 United states District Court, Southern District of California; U.S. Court of Appeals 9th Circuit
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.

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425, (9th Cir. 2015).

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations, Filed January 2012

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Securitas Wage and Hour Cases - In Litigation, Court of Appeal Fourth Appellate District California

Court of Appeals concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the court then ruled the trial court erred by invalidating and severing the waiver provision, including an enforceable class action waiver, from the agreement and sending Edwards's entire complaint, including her class action and PAGA claims, to arbitration.

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109, (Cal. Feb. 27, 2015).

Los Angeles County Superior Court, JCC Proceeding No. 4837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations, Filed December 2013

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9th Circuit

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).

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015).

U.S. District Court, District of Nevada, Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud in the sale of Condo/Hotel Units, Filed in 2008

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

Nature of Case: Employee Wage and Hour Class Action; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

Los Angeles Superior Court, Case No. JCCP No. 4672

Nature of Case: Off the Clock; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lavi & Ebrahimian

Abu-Arafeh v. Norco Delivery Service, Inc. – Settled

San Francisco County Superior Court, Case No. CGC-14-540601

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

U.S. District Court, Southern District California, Case No. 11-cv-0088

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Adkins v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx)
Nature of Case: Unfair Competition - Unfair Rebate Program
Plaintiff's Counsel: Blumenthal & Nordrehaug

Akers v. The San Diego Union Tribune - Settled

San Diego County Superior Court, Case No 37-2010-00088571
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Allec v. Cross Country Bank - Settled

Orange County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Altman v. SolarCity Corporation - In Litigation, On Appeal

San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aquino v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00395420
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Baker v. Advanced Disability Management, Inc. – In Litigation

Sacramento County Superior Court, Case No. 34-2014-00160711
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Barcia v. Contain-A-Way - Settled

U.S. District Court, Southern District California, Case No. 07 cv 0938
Nature of Case: ERISA and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Bates v. Verengo, Inc. – Settled

Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Battle v. Charming Charlie Inc. – In Litigation

San Diego County Superior Court, Case No. 37-2014-00005608
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Workman Law Firm P.C.

Behar v. Union Bank - Settled

Orange County Superior Court, Case No. 30-2009-00317275

Nature of Case: Misclassification, Overtime and Labor Code Violations for Priority Banking Officers

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bell v. John Stewart Company - In Litigation

Alameda County Superior Court, Case No. RG14728792

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bennett v. Custom Built Personal Training – In Litigation

Monterey County Superior Court, Case No. M127596

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bermant v. Bank of America, Investment Services, Inc. - Settled

Los Angeles Superior Court, Civil Action No. BC342505

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Arias, Ozzello & Gignac;

United Employees Law Group

Bethley v. Raytheon Company - Settled

United States District Court, Central District of California, Case No. SACV10-01741

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Betorina v. Randstad US, L.P. - Settled

U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Beverage v. Edcoa Inc. – In Litigation

Sacramento County Superior Court, Case No. 2013-00138279

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bolger v. Dr. Martens - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - Settled

U.S. District Court, Southern District California, Case No. 07-cv-2410

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL

Nature of Case: Unfair Business Practices; Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Briseno v. American Savings Bank - Class Certification Granted, Settled

Orange County Superior Court, Case No. 774773
Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Brueske v. Welk Resorts - Settled
San Diego Superior Court, Case No 37-2010-00086460
Nature of Case: Unfair Competition - Wage Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bueche v. Fidelity National Management Services - Settled
U.S. District Court, Eastern District of California, Case No. 13-cv-01114
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bunch v. Pinnacle Travel Services, LLC - In Litigation
Los Angeles County Superior Court, Case No. BC552048
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Buonomo v. ValueVision - Settled
Minnesota District Court
Nature of Case: False Advertising, Breach of Warranty
Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2015-00180282
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cabral v. Creative Communication Tech. - Class Certification Granted, Settled
Los Angeles Superior Court, Case No. BC402239
Nature of Case: Labor Code Violations and Expense Reimbursement under Labor Code 2802
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Cardoza v. Wal-Mart Associates, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Castro v. Vivint Solar, Inc. - Settled
San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cavazos v. Heartland Automotive Services, Inc. - Settled
Riverside County Superior Court, Case No. PSC 1401759
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of Mauro Fiore, Jr., A.P.C.

Citizens for Fair Treatment v. Quest Communications - Settled

San Diego Superior Court

Nature of Case: Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

Nature of Case: Unfair Business Practices - Deceptive Advertising - Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Comstock v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group; Chavez & Gertler

Corrente v. Luxe Valet, Inc. - In Litigation

San Francisco County Superior Court, Case No. CGC-15-545961

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Office of Todd M. Friedman, P.C.

Cruz v. Redfin Corporation - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-05234-TEH

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Culley v. Lincare Inc. & Alpha Respiratory Inc. - In Litigation

Class Certification Granted

U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cunningham v. Leslie's Poolmart, Inc. - In Litigation

U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Quintilone & Associates

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Northern District of California, Case No. C-05-4003 JW

Nature of Case: ERISA Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Danford v. Movo Media - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act

Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, Review before the California Supreme Court Affirmed Preemption

San Diego Superior Court, Case No. JCCP 4042

Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children

Plaintiff's Counsel: Blumenthal & Nordrehaug; Thorsnes, Bartolotta & McGuire; Chavez & Gertler

Davis v. Genex Holdings Inc. - Settled

Santa Clara County Superior Court, Case No. 1-13-cv-240830

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Day v. WDC Exploration - Settled

Orange County Superior Court, Case No. 30-2010-00433770

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Delmare v. Sungard Higher Education - Settled

U.S. District Court, Southern District of California, Case No. 07-cv-1801

Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Del Rio v. Tumi Stores, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

U.S. District Court, Central District of California, Case No. SA CV 05-1031

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Wynne Law Firm; Thierman Law Firm P.C.

Diesel v. Wells Fargo Bank - Settled

Orange County Superior Court, Case No. 30-2011-00441368

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-2745

Nature of Case: Expense Reimbursement under Labor Code 2802, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Dobrosky v. Arthur J. Gallagher Service Company, LLC –

Class certification Granted, *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);

Settled;

Nature of Case: Employee Misclassification; Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Lo Angeles County Superior Court, Case No. BC494402

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dorr v. PICO Enterprises, Inc. & Charles E. Phyle - In Litigation

Alameda County Superior Court, Case No. RG15772362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

United States District Court, Central District of California, Case No. SACV11-355

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1670

Nature of Case: Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Escobar v. Silicon Valley Security & Patrol, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv272514

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

Orange County Superior Court / U.S. District Court, Central District of California

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled
San Diego Superior Court, Case No. GIN033490
Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled
San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases) - Settled
San Diego Superior Court, Case No. JCCP 4532
Nature of Case: Unfair Competition, Violation of Civil Code 1747.08
Plaintiff's Counsel: Blumenthal & Nordrehaug

Fletcher v. Verizon - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1736
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Francisco v. Diebold - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1889
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Friend v. Wellpoint - Settled
Los Angeles Superior Court, Case No. BC345147
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Frudakis v. Merck Sharp & Dohme
U.S. District Court, Central District California, Case No. SACV 11-00146
Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fulcher v. Olan Mills, Inc. - Settled
U.S. District Court, Northern District of California, Case No. 11-cv-1821
Nature of Case: Employee Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gabisan v. Pelican Products - Settled
U.S. District Court, Southern District California, Case No. 08 cv 1361
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Galindo v. Sunrun Installation Services Inc. - In Litigation
San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallagher v. Legacy Partners Commercial - Settled
Santa Clara County Superior Court, Case No. 112-cv-221688

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallardo v. AIG Domestic Claims, Inc. – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation
Santa Clara County Superior Court, case No. 1-13-cv-254557
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled
U.S. District Court Central District of California, Case No. CV 13-0001678 PA
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gibson v. World Savings - Judgment for Class after Appeal - Settled
Orange County Superior Court, Case No. 762321
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled
San Diego Superior Court
Nature of Case: Product Defect
Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled
Stanislaus County Superior Court, Case No. 679545
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled
U.S. District Court, Southern District of California, Case No. 3:10-cv-02373
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled
U.S. District Court, Southern District of California, Case No. 3:11-cv-00090
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation
U.S. District Court, District of Nevada, Case No. 09-cv-00957
Nature of Case: Violation of Nevada and Federal law in the sale of Condo/Hotel units, ILSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Grabowski v. CH Robinson - Settled
U.S. District Court, Southern District of California, Case No. 10-cv-1658
Nature of Case: Employee Misclassification; Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

U.S. District Court, Eastern District of California, Case No. 12-CV-00233

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

Nature of Case: Title Officer Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Wagner & Jones; Cornwell & Sample

Guillen v. Univision Television Group, Inc. & Univision Management Co. - Settled

San Francisco County Superior Court, Case No. CGC-12-526445

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

Orange County Superior Court, Case No. 30-2010-00365905

Nature of Case: IT Analyst Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Gutierrez v. Five Guys Operations, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California

Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hanby v. Elite Show Services, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00007372-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Perona, Langer, Beck, Lallande and Serbin

Harley v. Tavistock Freebirds, LLC - In Litigation
Sacramento County Superior Court, Case No. 34-2014-00173010
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Harrington v. Corinthian Colleges – Class Certification Granted, In Litigation
Orange Superior Court; United States Bankruptcy Court District of Delaware
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug, Bhowmik; Righetti Glugoski, P.C.

Harvey v. PQ Operations, Inc. – In Litigation
Los Angeles County Superior Court, Case No. BC497964
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Henshaw v. Home Depot U.S.A. - Settled
United States District Court, Central District of California, Case No. SACV10-01392
Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Heithold v. United Education Institute – In Litigation
Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hibler v. Coca Cola Bottling - Settled
U.S. District Court, Southern District of California, Case No. 11cv0298
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Higgins v. Maryland Casualty - Settled
San Diego County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC - Settled
U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; James Hawkins APLC

Hoffman v. National Warranty Insurance - Class Certification Granted, Settled
District Court for the State of Nevada
Nature of Case: Auto Warranty Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard & Associates

Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Howard v. Southern California Permanente Medical Group - In Litigation

Los Angeles Superior Court, Case No. BC586369

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hurley v. Comcast of California/Colorado/Texas/Washington, Inc. - Settled

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

Nature of Case: Unfair Business Practices, Unpaid Commission Wages, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Settled

Orange County Superior Court, Case No. 30-2009-00180102

Nature of Case: Supervisor Misclassification, Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California

Case No. 02-CV-1123 L (JAH)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - Dismissal Reversed on Appeal, Settled

U.S. District Court, Southern District California,

Remanded to San Diego Superior Court, Case No. 37-2007-00066201

Nature of Case: Unfair Competition, Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Keshishzadeh v. Arthur J. Gallagher Service Co. - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

U.S. District Court, Central District of California, Case No. 8:10-cv-00399

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kizer v. Tristar Risk Management - In Litigation, On Appeal

Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kleinberg v. Reeve Trucking Company, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Krellcom v. Medley Communications, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL

Nature of Case: Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Ladd v. Extreme Recovery, LP - Settled

Contra Costa County Superior Court, Case No. MSC11-02790

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Software Engineer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Lawson v. Marquee Staffing - In Litigation

Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lazar v. Kaiser Foundation Health Plan, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273289

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2012-00125488
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled
Alameda County Superior Court, Case No. RG09476193
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) - Settled
U.S. District Court, Central District California, Case No. 07cv501
U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604
Nature of Case: Lender Placed Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Nicholas & Butler

Litton v. Diebold, Incorporated – In Litigation
San Mateo County Superior Court, Case No. CIV524776
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lohn v. Sodexo, Inc. & SDH Services West, LLC - In Litigation
U.S. District Court Central District of California, Case No. 2:15-CV-05409
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart
Ventura County Superior Court, Case No. BC351983
Nature of Case: Overtime - Unfair Business Practice
Plaintiff's Counsel: Blumenthal and Nordrehaug; Arias, Ozzello, & Gignac, LLP; United Employees Law Group

Louie / Stringer v. Kaiser - Settled
U.S. District Court, Southern District California, Case No. 08-cv-0795
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Lucero v. Sears - In Litigation
U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Morris, Sullivan & Lemkul

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled
San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL
Nature of Case: Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-283586
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

U.S. District Court, Central District California, Case No. SACV 10-00374

Nature of Case: Chef Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group, Qualls & Workman

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Hydro-Scape Products, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Mathies v. Union Bank - Class Certification Granted, In Litigation

San Francisco County Superior Court, Case No. CGC-10-498077

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McDermott v. Catalina Restaurant Group Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled
San Diego Superior Court
Nature of Case: Unfair Competition, Lien Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled
United States District Court for the Southern District of California
Case No.05CV0179 IEG (JMA)
Nature of Case: Securities Fraud, 10(b)(5) violations
Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White,& Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial
Los Angeles Superior Court
Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs
Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation
Santa Clara County Superior Court, Case No. BC572848
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled
Santa Clara County Superior Court, Case No. 110CV162413
Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

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)
Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-282698
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Morales v. Wells Fargo Insurance Services USA, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp.- In Litigation
San Diego County Superior Court, Case No. 37-2013-00071988-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices

Morse v. Marie Callender Pie Shop - Settled

U.S. District Court, Southern District California, Case No. 09-cv-1305

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Butterfield & Schecther, LLP

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

Nature of Case: Unfair Competition, Violation of Civil Code 1747.08

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00418401

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

Class Certification Granted, *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);

Settled;

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

U.S. District Court, Northern District California, Case No. 3:11-cv-01349

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00121054

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

United States District Court, Northern District of California, Case No. 11-1662

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Olszewski v. ScrippsHealth - Judgment for Plaintiff, Affirmed by Supreme Court

California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Olvera v. El Pollo Loco, Inc. – In Litigation

Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Orozco v. Illinois Tool Works Inc. – In Litigation

Class Certification Granted:

Orozco v. Ill. Tool Works, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017);

Orozco v. Ill. Tool Works Inc., No. 14-cv-02113-MCE-EFB, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. Nov. 14, 2016)

U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ortega v. Prime Healthcare Paradise Valley, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Owen v. Robinsons May - Dismissed

Los Angeles County Superior Court, Case No. BC355629

Nature of Case: Failure to Pay Earned Vacation, Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Clark & Markham

Patel v. Nike Retail Services, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lawyers For Justice, PC

Patelski v. The Boeing Company – Settled

United States District Court, Southern District of New York;

transferred to United States District Court, Eastern District of Missouri

Nature of Case: Refund Action

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Perry v. AT&T - Settled

U.S. District Court, Northern District California, Case No. 11-cv 01488

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Picus v. Wal-Mart Stores - Settled

U.S. District Court, District of Nevada

Case No. 2:07-CV-00682

Nature of Case: Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Port v. Southern California Permanente Medical Group - Settled

San Diego County Superior Court, Case No. 37-2007-00067538

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Postema v. Lawyers Title Ins. Corp. - Settled

Orange County Superior Court, Case No. 30-2010-00418901

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Pratt v. Verizon - Settled

Orange County Superior Court, Case No. 30-2010-00430447

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Proctor v. Ameriquest - Settled

Orange County Superior Court, Case No. 06CC00108

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group, Clark & Markham

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates, Pettersen & Bark

Ramirez v. Estenson Logistics, LLC - In Litigation

Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ramos v. Countrywide - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - Class Certification Granted, Settled
San Diego County Superior Court, Case No.
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title - Settled
Orange County Superior Court, Case No. 30-2010-00359306
Nature of Case: Failure to Pay Severance Wages
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Redin v. Sterling Trust - Settled
Los Angeles Superior Court
Nature of Case: Breach of Fiduciary Duties of IRA Administrator
Plaintiff's Counsel: Blumenthal & Nordrehaug

Renazco v. Unisys Technical Services, L.L.C. - In Litigation
San Francisco County Superior Court, Case No. CGC-14-539667
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Reynolds v. Marlboro/Philip Morris U.S.A. - Reversed on Appeal
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
Nature of Case: Unfair Competition, Violation of Civil Code §1749.5
Plaintiff's Counsel: Blumenthal & Nordrehaug

Rezec v. Sony – Settled
San Diego Superior Court
Nature of Case: Fraudulent Advertising
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed Martin Corporation - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-2063
Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

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)
Settled
Nature of Case: Misclassification, Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ritchie v. Mauran Ambulance Services, Inc. - Settled
Los Angeles County, Case No. BC491206
Nature of Case: Unfair business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Rivers v. Veolia Transportation Services -
Class Certification Granted;
Settled;

Sonoma County Superior Court, Case No. SCV 255350
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Roeh v. JK Hill - Settled

San Diego Superior Court, Case No. 37-2011-00089046
Nature of Case: Unfair Competition, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

RocheFord v. SC&E Administrative Service - Settled

Orange County Superior Court
Nature of Case: Auto Warranty Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard, Osuch & Cisneros, LLP

Rodriguez v. Protransport-1, LLC - Settled

San Francisco County Superior Court, Case No. CGC-12-522733
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Romero v. Central Payment Co., LLC - Settled

Marin County Superior Court, Case No. CIV 1106277
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salas v. Evolution Hospitality, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salem v. Alliance Human Services, Inc. - In Litigation

San Diego County Superior Court, Case No. CIVRS1401129
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty - In Litigation

Los Angeles County Superior Court, BC566065
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Santone v. AT&T – Settled

United states District Court, Southern District of Alabama
Nature of Case: Unconscionable Business Practices
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train (Sleep Train Wage and Hour Cases) - Settled

Orange County Superior Court, Case No. 30-2008-00214586
San Francisco County Superior Court, Case No. JCCP 4553
Nature of Case: Commission Sales Employee Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Saravia v. O.C. Communciations - In Litigation

Scarmaento County Superior Court, Case No.

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sawyer v. Vivint, Inc. – In Litigation

U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959

Nature of Case: Overtime, Illinois Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark King, Esq.

Sayaman v. Baxter Healthcare - Settled

U.S. District Court, Central District of California, Case No. CV 10-1040

Nature of Case: Lab Technician Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Schuler v. Ecolab, Inc. - In Litigation

U.S. District Court, Southern District of California, Case No. 3:10-cv-02255

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Krutcik & Georggin; United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Serrato v. Sociedad Textil Lonia, Corp. - Settled

San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sierra v. Oakley Sales Corp. - In Litigation, On Appeal

Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Skillett v. FPI Management, Inc. - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173218

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Southern District of California, Case No. 08-cv-02353

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Smith v. Fedex Ground Package system, Inc. - In Litigation

Alameda County Superior Court, Case No. RG14734322

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

U.S. District Court, Northern District of California, Case No. 3:08-cv-04811

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Spradlin v. Trump - In Litigation

U.S. District Court, District of Nevada, Case No. 2:08-cv-01428

Nature of Case: Securities Violations and Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates; Burton Wiand, Esq.; Beck & Lee

Steele v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Northern District of California, Case No. 07-5743

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Steffan v. Fry's Electronics, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-13-CV-254011

Nature of Case: Employee Misclassification Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Steroid Hormone Product Cases - Decision on Appeal in Favor of Plaintiff, Settled

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal & Nordrehaug; Clark & Markham; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation – Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of William H. Steiner

Sutton v. Seasons Hospice & Palliative Care of California, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC590870

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Swartout v. First Alarm Security & Patrol, Inc. - Settled

Santa Clara County Superior Court, Case No. 112-cv-231989

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

U.S. District Court, Central District of California, Case No. 12-cv-08058

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Tan v. California State Automobile Assn. - Class Certification Granted, Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: IT Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices, Violation of Labor Code 450

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas v. Stanford Health Care d/b/a Stanford University Medical Center - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas-Byass v. Michael Kors Stores (California), Inc. - Settled

U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

Orange County Superior Court, Case No. 30-2008-00100372

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; United Employees Law Group

Tull v. Stewart Title - Settled

U.S. District Court, Southern District California, Case No. 08-CV-1095

Nature of Case: Title Officer and Escrow Officer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Turner v. C.R. England - In Litigation

U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2015-00176993

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

U.S. District Court, Southern District California, Case No. 10-CV-2595

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. Ameriquet Mortgage/Deutsche Bank - Settled

U.S. District Court, Central District of California, Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Varela v. The Walking Company - In Litigation

Los Angeles County Superior Court, Case No. BC562520

Nature of Case: Unfair Business practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Veloz v. Ross Dress For Less, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC485949

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vogel v. Price-Simms, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 114CV261268

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; Webb & Bordson, APC

Vrab v. DNC Parks & Resorts at Tenaya, Inc. - Settled

Mariposa County Superior Court, Case No. 0010225

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vultaggio-Kish v. Golden State Lumber, Inc. - Settled

San Mateo County Superior Court, Case No. CIV 516631

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Offices of Dan Price

Wadhwa v. Escrow Plus - Settled

Los Angeles Superior Court

Nature of Case: Investment Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Waldhart v. Mastec North Amercia, Inc. - In Litigation

San Bernardino County Superior Court, Case No. CIVDS1419318

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated - In Litigation

Los Angeles County Superior Court, Case No. BC564369

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walsh v. Apple, Inc. - Settled

U.S. District Court, Northern District California, Case No. 08-04918

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Webb v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

San Joaquin County Superior Court, Case No. 39-2015-00324813-CU-OE-STK

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Weinman v. Midbar Condo Development (Las Vegas One) - Settled

U.S. District Court, District of Nevada, Case No. 2:08-cv-00684

Nature of Case: Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Weltman v. Ortho Mattress - Class Certification Granted, Settled

U.S. District Court, Southern District California, Case No. 08-cv-0840

Orange County Superior Court, Case No. 30-2009-00327802

Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

West v. Jerome's Furniture Warehouse - Settled

Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wheat v. Jerome's Furniture Warehouse - Settled

San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wietzke v. Costar Realty - Settled

U.S. District Court, Southern District California, Case No. 09-cv-2743

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed Martin Corporation - Settled

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Wilson v. Wal-Mart Associates, Inc. - In Litigation

U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Winston v. Lemoore Transportation, Inc. - In Litigation

Contra Costa County Superior Court, Case No. C-15-00897

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Witman v. Level 3 Communications - Settled

San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL

Nature of Case: Unpaid Commissions and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Yam v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

CO-COUNSEL - Class Actions

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of
Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings,
Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff &
Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP;
Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The
Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn &
Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren &
Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer,
Ellenhorn, Frischer & Sharp;

Castro & Cardwell v. B & H Education, Inc. - Settled

Los Angeles Superior Court Case No. BC456198

Nature of Case: Overtime and Labor Code Violations; Unfair Competition

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Aequitas Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lipow & Harris

Estrella v. B-Per Electronic, Inc. & My Wireless, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Norton & Melnik; Kitchin Legal; The Buxner Law Firm; Miller & Ayala, LLP; Webb & Bordson, APC; Law Office of Jennifer Hart; Olsen Law Offices, APC

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

In re Bank of America Wage and Hour Employment Practices Litigation - Settled

U.S. District Court, District of Kansas, Case No. MDL 2138

Nature of Case: Employment Claims under FLSA and California Labor Code

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Marlin & Saltzman; Stueve Siegel Hanson; United Employees Law Group

In re Walgreen Co. Wage and Hour Litigation - Settled

U.S. District Court, Central District of California, Case No. 11-cv-07664

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Scott Cole & Associates; Marlin & Saltzman; Malk law Firm; Ackermann & Tilajef; Marcarian Law Firm; Aiman-Smith and Marcy; Orshansky and Yeremian LLP, Aequitas Law Group APLC

Jackson v. Fresh & Easy Neighborhood Market Inc. – Settled

Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC)

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Carter Law Firm; The Cooper Law Firm; Aegis Law Firm, PC; Jose Gray, APLC

Jordan/Ramos v. DMV - Judgment for Plaintiff, Affirmed on appeal

Superior Court, Sacramento

Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Weiss & Yourman; Sullivan Hill.

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Lopez v. Tire centers, LLC - Settled

U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Manaster v. SureBeam - Settled

United States District Court
Nature of Case: Violation of Securities Act
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Miller v. Western Athletic Clubs, LLC - Settled
Santa Clara County Superior Court, Case No. 112-cv-228670
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Rukin Hyland Doria & Tindall LLP;
Velton Zegelman P.C.

Moffett v. WIS International - Settled
San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Emge & Associates; Law Office of
David A. Huch

Perez v. Urban Outfitters, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Capstone Law APC

Ridgewood Capital Management v. Gensia - Settled
U.S. District Court, Southern District of California, #CV-92-1500H
Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross,
Wolf & Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby;
Sullivan Hill; Blumenthal & Nordrehaug

Sandoval v. Redfin Corporation - In Litigation
U.S. District Court Northern District, Case No. 3:14-cv-04444-SC
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Khoury, Cohelan & Singer

Shurman v. Scimed - Settled
State of Minnesota District Court, Fourth District, #94-17640
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher

Sioson v. AMP Holding, Inc. - Settled
Orange County Superior Court, Case No. 30-2013-00663825
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Olsen Law Offices

Sirota v. Swing-N-Slide - Settled
Wisconsin District Court, County of Rock Wisconsin
Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim
Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled
Camden County Superior Court, New Jersey, #CAML0256198
Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled

Illinois District Court - Madison County

Deceptive Practice claim - Leased consumer telephone equipment

Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake

Sullivan v. Lyon Management Group - Settled

Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Webb & Bordson, APC

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