

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709-6025
Tel.: (909) 521-9609/ Fax: (909) 393-0471

Adam M. Rose (210880)
adam@frontierlawcenter.com
Manny M. Starr (319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, STE #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorneys for Plaintiff Keith Williams
(Additional Plaintiff's counsel listed on next page)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

KEITH WILLIAMS, on behalf of himself and
all other similarly situated and aggrieved
employees,

Plaintiff,

v.

ST. JOSPEH HEALTH PERSONAL CARE
SERVICES, LLC., ST. JOSEPH PERSONAL
CARE SERVICES, LLC., and DOES 1 to 100,
inclusive,

Defendants.

Case No. 30-2020-01134268-CU-OE-CXC
Assigned to: Hon. William Claster
Dept. CX104

**DECLARATION OF JANELLE CARNEY
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT**

Date: July 28, 2023
Time: 9:00 a.m.
Dept.: CX104
Reservation No. 74050335

Complaint Filed: February 25, 2020
Trial Date: Vacated

MAYRA MIRANDA, ROBERT RASHAD,
CLAUDIA MORALES-ALVAREZ, DIANA
HOMER, DEBORAH MONTLE, individuals

Plaintiff,

v.

ST. JOSEPH HEALTH PERSONAL CARE
SERVICES, LLC., and DOES 1 to 100,

Defendants.

RELATED CASE NO. 30-2022-01270521-
CU-OE-CXC
Hon. Randall Sherman
Dept. CX105
Action Filed: July 18, 2022
Trial Date: None set

**DECLARATION OF JANELLE CARNEY IN SUPPORT OF MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT**

1 Joseph Antonelli, Esq. (Bar No. 137039)
2 **LAW OFFICE OF JOSEPH ANTONELLI**
3 14758 Pipeline Ave., Suite E, 2nd Floor
4 Chino Hills, CA 91709-6025
5 Tel.: (909) 393-0223 / Fax: (909) 393-0471

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Attorney for Plaintiff Keith Williams

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness,
5 I could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 3. Herein, Plaintiff’s counsel has extensive experience in wage and hour class action
8 litigation. Joseph Antonelli and I were associated in the matter on or about December 18, 2020,
9 and I took on the primary role of litigating the matter including drafting and responding to
10 discovery, client contact, data review, and interaction with the Plaintiff’s experts. Joseph Antonelli
11 and I, along with Frontier Law Center and Plaintiff, conducted an extensive investigation prior to
12 the Complaint being filed and throughout the litigation. The initial legal work on this matter
13 commenced on or about February 2020.

14 4. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
15 **\$275,000.00**, on behalf of the State of California and the Aggrieved Employees (“AE”) who are or
16 were employed by Defendant St. Joseph Health Personal Care Services, LLC (“Defendant” or “St.
17 Joseph”). The AE are defined as “all current and former non-exempt employees who have worked
18 for Defendant in California during the time period of February 25, 2019 through the date the Court
19 enters an order granting approval of the settlement (the “PAGA Period”) or September 1, 2023,
20 whichever occurs first.” The Plaintiff propounded formal discovery and requested data from the
21 Defendant including the payroll files and timekeeping files for the Aggrieved Employees. It is
22 Plaintiff’s expert’s estimate that there are 1,300 Aggrieved Employees for the time period at the
23 time of the mediation. Furthermore, Plaintiff calculates that there is a total of 77,685 pay periods
24 during the relevant time period as of the mediation.

25 5. I have extensive experience in wage and hour class action and PAGA litigation,
26 both as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm.
27 The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of
28 \$275,000.00 on behalf of approximately 1,300 AEs.

6. JCAL and LOJA specialize in the area of wage and hour issues. For the last twenty-four (24) years, I have almost worked exclusively on class actions and representative actions. I graduated from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the California Bar Examination in February 1999 and received my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have remained in good standing as a member of the California Bar since admission through the present time. I have litigated numerous successful wage and hour class actions in California. Since my admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through December 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I became a partner at LOJA and opened JCAL on January 1, 2021.

7. Joseph Antonelli is qualified to act as counsel. He graduated from Loyola Law School and obtained my Jurisprudence Doctorate in May 1988. He was admitted to practice law in the State of California and federal courts in December 1988 and has remained in good standing as a member of the California Bar since admission to the present time. He has litigated numerous successful wage and hour class actions in California. He has litigated numerous successful wage and hour class actions in California. Furthermore, Law Office of Joseph Antonelli in conjunction with the Law Offices of Kevin T. Barnes completed a court trial in the case of Mutuc v. Huntington Memorial Hospital, Case No. BC288727. LOJA has also been successful in obtaining favorable published opinions for employees in the state of California on six (6) major issues in each of the following cases:

- a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App. 4th 893, 906;
- b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;

1 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

2 These cases were landmark decisions in the manner in which the regular rate must be
3 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
4 overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time
5 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the
6 interests of putative class members in a wage and hour case who want their identity protected
7 (Tien); the standard to prove that an employer has waived its right to arbitrate an employment
8 claim against an employee who filed a class action (Hoover); the standard of when an employer is
9 required to reimburse employees for cell phone usage and other business expenses in order to
10 perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the
11 application of the tolling doctrine as applied to subsequent class actions being filed when the
12 previous class action was disposed of without a ruling on certification (Falk); the Laffitte decision
13 laid out the requirements for approval of a class action settlement including an in depth analysis
14 on the attorneys’ fees request on a common fund. In Laffitte, the California Supreme Court
15 affirmed the trial court and appellate court ruling and holds that the attorney fee award made on a
16 common fund basis (percentage of the settlement) is the law in California; and that employees
17 whose employment is governed by a collective bargaining agreement have not waived their right
18 to bring statutory claims in court unless there is a clear and unmistakable waiver of their rights
19 (Vasserman).

20 **CLASS ACTION & PAGA EXPERIENCE**

21 8. I have previously served as class counsel in a number of class action and PAGA
22 cases, including wage and hour matters. The following is a sample of matters wherein I have been
23 approved as class counsel with LOJA and as JCAL:

24 **ORANGE COUNTY**

25 **ST. JUDE HOSPITAL**

26 1) On or about September 10, 2018, the Honorable William Claster entered an Order
27 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
28 and Motion for Final Approval of Class Action and PAGA Settlement in the matter of Davis and

1 Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County
2 Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli
3 and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded
4 attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did
5 award enhancement amounts of \$12,000, for Leah Davis, a current employee and class
6 representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the
7 other three (3) former employees and class representatives.

8 **MILLER V. CHOC**

9 2) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
10 and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of
11 Miller v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-
12 2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of
13 Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000
14 or 30% of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the
15 amount requested by Class Counsel) for Class Representative, Erik Mara.

16 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

17 3) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
18 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
19 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No.
20 30-2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of
21 \$1,375,000.00. The Law Office of Joseph Antonelli was approved as Class Counsel for
22 settlement purposes. Furthermore, the Court did award \$20,000.00 for the class representative.
23 Judge Sanders also awarded attorneys' fees in the amount of \$412,500.

24 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

25 4) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
26 others were approved as class counsel Declarant, and other counsel were approved by the Orange
27 County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al.
28 v. Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of
York v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted

1 class certification in Pate, and on March 23, 2012 final approval of a class action and PAGA
2 settlement was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the
3 Court did award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the
4 four (4) class representatives. The Court also awarded attorneys' fees in the amount of
5 \$4,686,862 in the Pate matter, and \$375,000 in the York matter.

6 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

7 5) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
8 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
9 Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
10 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
11 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock
12 further entered Orders Granting Preliminary and Final Approval of Class Action and PAGA
13 Settlement. Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross
14 settlement value of \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the
15 class representatives.

16 **HOAG**

17 6) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final
18 Approval of Class Action and PAGA Settlement in Corona v. Hoag Memorial Hospital
19 Presbyterian, Orange County Superior Court Case No 30-2009-00295587. The Law Office of
20 Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge
21 Andler did approve the gross settlement of \$4,000,000. Furthermore, the Court did award
22 \$20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the
23 amount of \$1,333,320.00.

24 **STAPLES**

25 7) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
26 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli,
27 the Law Offices of Kevin T. Barnes and others were approved as class counsel. The case
28 involved misclassification of defendant's salaried exempt "manager" employees. The Court also

1 entered Final Approval Order on or about April 16, 2008, approving a class action and PAGA
2 settlement in the amount of \$38,000,000.00.

3 **SAN BERNARDINO COUNTY**

4 **CHICK-FIL-A**

5 (8) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of
6 Class and PAGA Representative Action Settlement in the amount of **\$105,000.00** in the matter of
7 Caro v. EM KMR, LLC dba Chick-Fil-A / Colonies Crossroads (FSU 01544), San Bernardino
8 Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved
9 as Class Counsel for settlement purposes. Furthermore, the Court did award class representative
10 enhancements in the amount of \$10,000.00 to the class representative, and \$35,000.00 in
11 attorneys’ fees.

12
13 **ST. MARY MEDICAL CENTER**

14 9) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class
15 Action and PAGA Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior
16 Court Case No. CIVDS1304898, approving a class action and PAGA settlement of \$5,750,000.00.
17 The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law
18 Group were approved as Class Counsel for all purposes. The Sanchez matter was certified on
19 several key subclasses, including overtime theories on behalf of class members that were part of a
20 union and not paid daily overtime premiums and AWS theories. The Sanchez theories certified
21 and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court
22 did award \$15,000.00 for the class representative, a former employee at the time she filed the class
23 action complaint. Furthermore, Judge Foster awarded attorneys’ fees in the amount of 1/3 of the
24 common fund in the amount of \$1,916,666.60.

25 **UNIFIRST CORPORATION**

26 10) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final
27 Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San
28 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA

1 settlement of \$1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
2 Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award
3 \$25,000.00 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded
4 attorneys' fees of \$330,000.

5 **AMERICAN INCOME LIFE INSURANCE COMPANY**

6 11) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
7 Final Approval of a Proposed Class Action and PAGA Settlement in Hoover v. American Income
8 Life Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a
9 class action settlement of \$6,250,000.00 million. The Law Office of Joseph Antonelli and other
10 counsel were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for
11 two (2) of the class representatives. Judge Davis also awarded attorneys' fees in the amount of
12 \$2,083,333.33.

13 **RIVERSIDE CASES**

14 **PARKVIEW COMMUNITY HOSPITAL**

15 12) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and
16 Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and
17 Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical
18 Center, Riverside Superior Court Case No. RIC 1406044, approving a class action and PAGA
19 settlement of \$2,550,000.00. The Law Office of Joseph Antonelli and the Law Offices of Kevin
20 T. Barnes were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the
21 class representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000.

22 **PEPPERMINT RIDGE**

23 13) On or about June 18, 2010, Hon. Sharon J. Waters entered an Order and Judgment
24 regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final
25 Approval in the matter entitled Moyer v. Peppermint Ridge, Riverside Superior Court Case No.
26 RIC 506199, approving a class action and PAGA settlement of \$450,000.00. Declarant was
27 approved as class counsel for settlement purposes. Furthermore, the Court did award \$10,000.00
28 for the class representative.

1 **LOS ANGELES COUNTY**

2 **HUNTINGTON MEMORIAL HOSPITAL**

3 14) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
4 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
5 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
6 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
7 were approved as class counsel and served as trial counsel in this matter, with trial testimony and
8 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July
9 23, 2007. As set forth above the primary issue in Mutuc involved an alleged artificial and dual
10 rate pay plan that applied to the 12-hour employees at Huntington Hospital. The Mutuc matter was
11 tried in approximately 12 days, including partial days and opening and closing statements.
12 Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate
13 \$32.8 million award for the class and ultimately settled, including PAGA claims, with the related
14 case of Kiely v. Huntington Memorial Hospital for \$60 million. The Court approved attorneys'
15 fees in the amount of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of
16 the Mutuc class representatives and \$20,000.00 for the Kiely representative.

17 13a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
18 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
19 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
20 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington
21 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
22 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
23 purposes.

24 **LONG BEACH MEMORIAL MEDICAL CENTER**

25 15) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
26 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of Castillo, et al. v.
27 Long Beach Memorial Medical Center, et al., Los Angeles Superior Court Case No. BC576936.
28 The Honorable Daniel J. Buckley granted final approval of the class action settlement on

1 December 15, 2020. The court approved the settlement in the amount of \$9,500,000.00, attorneys'
2 fees in the amount of \$3,166,666.67, and Class Representative Enhancements to Class
3 Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of
4 \$25,000.00 each, and \$15,000.00 to Class Representative, Kham Chang.

5 **PAGADUAN V. TENET HEALTHCARE**

6 16) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
7 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
8 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
9 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action and
10 PAGA settlement. The court approved the settlement in the amount of \$85,000,000.00.
11 Furthermore, the Court did award \$75,000 for each of the named class representatives.
12 Additionally, the Court awarded the requested \$7,500.00 to three (3) other representatives. Judge
13 West also awarded attorneys' fees in the amount of \$22,844,022.50.

14 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

15 17) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
16 Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern
17 California, Los Angeles Superior Court Case No. BC380177, approving a class action and PAGA
18 settlement of \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin
19 T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did
20 award \$20,000.00 for two (2) of the class representatives and \$5,000 for one class representatives.
21 Judge Chaney also awarded attorneys' fees in the amount of \$3,989,087.50.

22 **CHILDREN'S HOSPITAL LOS ANGELES**

23 18) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
24 of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830.
25 On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class
26 action and PAGA settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of
27 \$9,000,000.00, and class representative enhancements to the five (5) Class Representatives in an
28 amount totaling \$67,500.00. At the final approval on September 19, 2016 the Court entered Final

1 Approval of the Class action settlement and awarded the attorneys' fees request of 33 1/3% in the
2 amount of \$9,000,000 in addition to awarding the class representative enhancements in the
3 amounts requested ranging from \$10,000 to \$25,000 for each of the five (5) representatives.

4 **GOOD SAMARITAN HOSPITAL**

5 19) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
6 Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
7 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
8 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
9 Final Approval of Class Action and PAGA Settlement on or about February 8, 2016, approving a
10 settlement in the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and
11 Class Representative Enhancements to the two (2) Class Representatives in the amount of
12 \$25,000.00 each.

13 **WHITE MEMORIAL MEDICAL CENTER**

14 20) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
15 Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v.
16 Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in
17 which the Honorable William F. Highberger was presiding and approved a final settlement in the
18 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative enhancement
19 awards of \$40,000 to both class representatives;

20 **KAISER PERMANENTE HOSPITAL**

21 21) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
22 Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992
23 in which the Honorable Jane L. Johnson was presiding and approved a final class and PAGA
24 settlement in the amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class
25 representative enhancement awards of \$90,000 to both class representative.

26 **IRON MOUNTAIN**

27 22) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter
28 of Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior

1 Court Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and
2 approved a final class and PAGA settlement on January 13, 2016, in the amount of
3 \$2,800,000.00, attorneys' fee request of \$840,000.00, and class representative enhancement
4 award of \$6,500.00 to each of the three Class Representatives.

5 **ROBERT HALF**

6 23) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
7 Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los
8 Angeles Superior Court Case No.: BC321317. Declarant and Mr. Barnes were approved as class
9 counsel. This case involved a misclassification concerning exempt employees. The Honorable
10 Mary H. Strobel entered an order of Final Approval on April 10, 2013 approving the class and
11 PAGA settlement of \$19,000,000.00. The Law Offices of Kevin T. Barnes and Law Office of
12 Joseph Antonelli were approved as class counsel in this certified matter. The attorneys' fee
13 award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court did award the
14 cumulative amount of \$80,000.00 for the three (3) class representatives in the individuals
15 amounts of \$15,000.00, \$25,000.00, and \$40,000.00.

16 **FIRST CHOICE**

17 24) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
18 approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First
19 Choice), Los Angeles Superior Court Case No. BC372665. This case involved misclassification
20 of employees, meal period and rest period violations, pay stub, and waiting time penalty classes.
21 On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
22 2011, final approval of a class and PAGA settlement was granted in the total amount of \$1.7
23 million. Furthermore, the Court did award the cumulative amount of \$60,000.00 for the three (3)
24 class representatives in the individual amounts of \$10,000.00, \$20,000.00, and \$30,000.00. Judge
25 Dau also awarded attorneys' fees in the amount of \$600,000.

26 **LOWES**

27 25) On or about April 16, 2008, the Los Angeles County Superior Court granted final
28 approval of a class action and PAGA settlement in the matter of Hall v. Lowes HIW, Case No.
BC325832. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were

1 approved as class counsel. The court approved the settlement in the amount of \$23,000,000.00.
2 The two (2) lead class representatives received \$25,000 each as individual awards. The Court also
3 awarded attorneys' fees in the amount of \$5,750,000.

4 **OTHER COUNTIES**

5 **CLASSIC RESIDENCE MANAGEMENT, LP dba VI**

6 26) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and
7 Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative
8 Enhancement; and Motion for Conditional Certification and Final Approval of Class Action and
9 PAGA Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego
10 Superior Court Lead Case No. 37-2014-00028031-CU-OE-CTL. The Law Office of Joseph
11 Antonelli was approved as class counsel for settlement purposes. Judge Strauss approved the
12 settlement in the amount of \$3,000,000.00, awarded attorneys' fees in the amount of \$900,000.00
13 (30% of the settlement), and awarded an enhancement to the Class Representative in the amount
14 of \$25,000.00.

15 **PARTY CITY**

16 27) On or about April 6, 2009, the San Diego Superior Court entered an Order Granting
17 Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City Corporation, San
18 Diego Superior Court Case No. GIC874341. The Law Office of Joseph Antonelli and the Law
19 Offices of Kevin T. Barnes were approved as class counsel in this certified matter. The San
20 Diego Superior Court entered a Final Approval order on October 15, 2010, approving a class
21 wide and PAGA settlement in the amount of \$1,495,000.00 million. Furthermore, the Court did
22 award \$ 25,000.00 for the class representative. Judge Steven R. Denton also awarded attorneys'
23 fees in the amount of \$498,283.50.

24 **K-MART**

25 28) On or about December 19, 2007, the San Diego Superior Court entered an Order
26 Granting Final Approval of Class Action and PAGA Settlement in the matters of Clarkson v. K-
27 Mart Holding Corporation, Case No. GIC840442 and Wallace v. K-Mart Corporation, United
28 States Bankruptcy Court, Northern District of Illinois - Eastern Division, Case No. 02-02474, in
the amount of \$7,900,000.00. The Law Office of Joseph Antonelli and the Law Offices of Kevin

1 T. Barnes were approved as class counsel. The court awarded the class representatives an
2 enhancement of \$25,000.00. Judge Ronald L. Styn also awarded attorneys' fees in the amount of
3 \$2,370,000.

4 **JIFFY LUBE**

5 29) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack
6 Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases,
7 Santa Clara Case No. 103CV817723. The Law Office of Joseph Antonelli and the Law Offices
8 of Kevin T. Barnes were approved as class counsel. The case involved misclassification of
9 defendant's salaried exempt employees titled "General Managers," meal violations, rest
10 violations, and pay stub violations. The court approved the class action and PAGA settlement in
11 the amount of \$6,000,000.00. Each of the four class representatives was awarded an individual
12 award of \$20,000. Judge Komar also awarded attorneys' fees in the amount of \$1,800,000.

13 **UNITED STATES DISTRICT COURT**

14
15 **MOSQUEDA V. UNIFIRST**

16 30) On or about December 17, 2015, Hon. Andre Birotte entered an Order Granting
17 Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Class
18 Representative Enhancement in Mosqueda v. Unifirst Corp., United States District Court Case
19 No. CV 14-05324-AB (VBx). The Law Office of Joseph Antonelli and the Law Offices of Kevin
20 T. Barnes were approved as class counsel for settlement purposes. The settlement approved was
21 in the amount of \$2,600,000.00. The Court did award \$25,000.00 for the class representative
22 enhancement to the former employee class representative. The court awarded the attorneys' fees
23 in the amount of \$780,000.00 or 30% of the common fund.

24 **KINDRED HEALTHCARE**

25 31) On or about March 5, 2013, the Honorable Dean D. Pregerson entered an Order
26 Granting in Part and Denying in Part Plaintiffs' Joint Motion for Class Certification of
27 approximately 9,000 class members who worked at approximately 16 Kindred facilities in
28 California, in the matter of Escano v. Kindred Healthcare Operating, Inc., United States District
Court Case No. CV 09-04778 DDP (RZx). The Law Office of Joseph Antonelli, the Law Offices

1 of Kevin T. Barnes, and others were approved as class counsel. Thereafter on or about September
2 29, 2014, the Court entered an order granting preliminary approval of a \$16,500,000 class action
3 and PAGA settlement, including an award of 33 1/3% in attorney fees and awarding the class
4 representative enhancements in the amounts requested ranging from \$25,000.00 to \$20,000.00 for
5 each of the five (5) representatives.

6 **PROCARE ONE NURSES, LLC**

7 32) On or about November 21, 2011, Hon. Christina A. Snyder entered an Order
8 Granting Final Approval of a Proposed Class Action Settlement and Judgment Thereon in Nesbitt
9 v. Procare One Nurses, LLC, United States District Court Case No. 10-CV-09224-CAS-JEM.
10 The Law Office of Joseph Antonelli and one other firm were appointed class counsel. The class
11 action and PAGA settlement was approved in the amount of \$1,800,000.00. Furthermore, the
12 Court did award \$20,000.00 for the class representative. The court awarded the attorneys' fees in
13 the amount of \$780,000.00 or 30% of the common fund; and

14 **WERNER ENTERPRISES, INC.**

15 33) On or about March 4, 2013, Hon. Margaret M. Morrow entered an Order and
16 Judgment Granting Final Approval of Class Action Settlement, Attorney's Fees and Costs and
17 Class Representative Enhancement in Simona Montalvo v. Werner Enterprises, Inc., United
18 States District Court Case No. EDCV11-294MMM (OPx). The Law Offices of Kevin T. Barnes
19 and the Law Office of Joseph Antonelli were approved as class counsel. The class action and
20 PAGA settlement was approved in the amount of \$575,000.00. Furthermore, the Court did award
21 \$7,500.00 for the class representative. The court awarded the attorneys' fees in the amount of
22 \$191,666.66.

23 **INVESTIGATION AND LITIGATION**

24 9. JCAL has always been prepared to zealously pursue this case on behalf of the
25 aggrieved employees through trial on the merits if necessary.

26 10. Plaintiff propounded interrogatories and document requests, has taken numerous
27 depositions, moved for class certification, hired experts, opposed summary adjudication and was
28 in the process of opposing a motion for judgment on the pleadings. Further, Defendant has

1 produced documents and data, including payroll records, policy documents, and related
2 employment records for aggrieved employees. The matter was set for trial after the Defendant's
3 motion for summary judgment was denied in part and granted in part. Plaintiff hired an expert in
4 this matter, including a statistician, Brian Kriegler Ph.D., and a survey expert, Jeff Peterson.
5 Experienced counsel operating at arm's length, have weighed all of the foregoing factors and
6 endorse the proposed settlement.

7 **11.** While Plaintiff and Defendant believe they still have numerous viable claims and
8 defenses, in anticipation of what would be a lengthy trial and subsequent appeal, the parties have
9 decided to settle Mr. Williams' individual wage claims, the wage claims of the named plaintiffs
10 in a related matter, *Miranda v. St. Joseph*, case number 30-2022-01270521-CU-OE-CJC as well
11 as Plaintiff's PAGA representative claim. After taking into account the highly disputed factual
12 and legal issues that remain in this matter, the risks and expenses involved in further prosecution
13 and defense in this case, the PAGA recovery for the employees is reasonable, given the risks
14 inherent in litigation and the defenses asserted. This settlement is fair and reasonable because,
15 had this case not settled, it would likely be pending in two separate venues for one or more years,
16 and the costs of litigation would be burdensome and excessive.

17 **12.** Although not required for PAGA settlements, pursuant to Kullar v. Footlocker
18 Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794,
19 the following describes the settlement's reasonableness.

20 **13. Strength of Plaintiff's case**

21 The PAGA claims to be analyzed are set forth below.

22 **A. Total exposure to PAGA penalties**

23 During the PAGA period, there are approximately 77,685 pay periods through March 16,
24 2023, for approximately 1,300 aggrieved employees. *Labor Code* §558 permits penalties of \$50
25 per pay period for an initial violation, and \$100 for each subsequent violation of overtime
26 payments. *Labor Code* §1197.1 sets forth penalties of \$100 for initial minimum wage violations,
27 and \$250 per pay period for subsequent minimum wage violations. Because there is no evidence
28 that Defendant has been the subject of prior Labor Code citations for the conduct alleged in this

1 case, subsequent and heightened penalty amounts are unlikely here. *See Amaral v. Cintas Corp.*
2 *No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) (“Until the employer has been notified that it is
3 violating a Labor Code provision. . . , the employer cannot be presumed to be aware that its
4 continuing underpayment of employees is a ‘violation’ subject to penalties”).

5 **ROUNDING CLAIM**

6 An analysis of the time and payroll records by Plaintiff’s expert found that there were
7 47,466 pay periods with an underpayment due to rounding. Labor Code §1197.1 sets forth
8 penalties of \$100 for initial minimum wage violations, and \$250 per pay period for subsequent
9 minimum wage violations. Thus, the maximum civil penalty attributable to the rounding claim is
10 (47,466 x \$100) \$4,746,600. Plaintiff believes there was less than a 5% chance of prevailing on
11 the rounding claim. Thus, the maximum recovery of PAGA penalties on the rounding claim,
12 adjusted for risk, is \$237,330.

13
14 Plaintiff believes this to be a good result, given that there is a substantial question as to
15 whether a trial court will even award cumulative penalties sought by Plaintiff for alleged multiple
16 Labor Code violations because there is no precedent for such an award. Moreover, *Labor Code*
17 §2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: “[A] court may
18 award a lesser amount than the maximum civil penalty amount specified by this part if, based on
19 the facts and circumstances of the particular case, to do otherwise would result in an award that is
20 unjust, arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s discretion in
21 downgrading penalties based on these factors. *See Thurman v. Bayshore Transit Management,*
22 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
23 percent).

24 Because of the discretionary nature of PAGA penalties, oftentimes the penalties are
25 discounted by approximately 75%-85%. See, e.g., *Magadia v. Wal-Mart Associates, Inc.* (N.D.
26 Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by
27 80%); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, *4 (penalties
28 reduced by over 82% of maximum amount requested). Plaintiff was prepared to try the PAGA

1 claim on rounding on behalf of the aggrieved employees pursuant to *Huff v. Securitas Security*
2 *Servs. USA, Inc.* (2018) 23 Cal. App. 5th 745.

3 **WORK EXPENSE REIMBURSEMENT CLAIM**

4 Plaintiff contends that Defendant requires CCAs to use their personal cell phones to
5 perform their regular job duties, including but not limited to the following:

- 6 • Clocking in and out when arriving and leaving a patient's home;
- 7 • Contacting Defendant if running late or any issues at client's home;
- 8 • Receiving and returning calls from the office;
- 9 • Having the client sign off on the tasks performed at their home;
- 10 • Reviewing patient's plan of care; and
- 11 • Reviewing work schedule.

12 Defendant's position is that the use of cell phones over its Telephony system is a matter of
13 personal choice. Plaintiff was prepared to argue that the Defendant knew or should have known
14 that employees were using their cell phones for their jobs and were still not reimbursing
15 employees for such use. While Plaintiffs overcame summary adjudication on this issue, this Court
16 previously denied Class Certification on this issue as well. Furthermore, there was competing
17 deposition testimony on this issue, with some employees stating that cell phone use was required,
18 while others stated that it was a personal choice.

19 An analysis of the records by Plaintiff's expert found that there were 66,634 pay periods
20 where the Telephony System was used by an Aggrieved Employee. *Labor Code* §2699 sets forth
21 penalties of \$100 for initial work expense violations, and \$200 per pay period for subsequent work
22 expense violations. Thus, the maximum civil penalty attributable to the rounding claim is (66,634
23 x \$100) \$6,663,400. However, for the reasons set forth above, Plaintiff believes there was less
24 than a 10% chance of prevailing on the work expense claim. Thus, the maximum recovery of
25 PAGA penalties on the work expense claim, adjusted for risk, is **\$666,340**.

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1 **WAGE STATEMENT PENALTY CLAIM**

2 Plaintiff further alleges that Defendant failed to provide legally compliant wage statements,
3 a.k.a. “paystubs” pursuant to *Labor Code* § 226. Plaintiff alleges that the pay stubs are inaccurate
4 as a result of the Defendant’s rounding practice. Defendant’s pay stubs violate LC §226 and such
5 violation is on every check distributed to Defendant’s employees. LC §226 requires, inter alia,
6 that the pay stub accurately itemize the "gross wages earned" and the "total hours worked."
7 Defendant fails to include accurate “total hours worked,” a vital component to determine if
8 employees are being paid properly. For example, Defendant violates §226(a) by printing the
9 rounded time under the column “total hours worked.” Plaintiff further alleges that to obtain
10 PAGA penalties for pay stub violations, a plaintiff need not satisfy the “injury” or “knowing and
11 intentional” requirements of *Labor Code* § 226(e)(1). See *Raines v. Coastal Pacific Food*
12 *Distributors, Inc.*, 23 Cal.App.5th 667 (2018).

13
14 On the other hand, Defendant argues that its pay stubs are compliant, and therefore no such
15 PAGA penalties are owed. Moreover, Defendant argues derivative violations of *Labor Code* §
16 226 do not give rise to pay stub violations upon which PAGA penalties arise – a finding which
17 this Court already alluded to in its decision to deny class certification on this issue. See
18 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); see also *Culley v. Lincare Inc.*,
19 236 F.Supp.3d 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such
20 violations were inadvertent, and therefore not actionable. See *Heritage Residential Care, Inc. v.*
21 *Division of Labor Standards Enforcement*, 192 Cal.App.4th 75 (2011).

22 An analysis of the records by Plaintiff’s expert found that there were 47,466 pay periods
23 where the wage statements were inaccurate due to rounding. *Labor Code* §2699 sets forth
24 penalties of \$100 for initial wage statement violations, and \$200 per pay period for subsequent
25 wage statement violations. Thus, the maximum civil penalty attributable to the wage statement
26 violation claim is (47,466 x \$100) \$4,746,600. However, for the reasons set forth above, Plaintiff
27 believes there was less than a 2.5% chance of prevailing on the wage statement penalty claim.
28 Specifically, Plaintiff must have first prevailed on the rounding claim, with a 5% probability of

1 success, and then must have prevailed on the underlying wage statement claim. Thus, the
2 maximum recovery of PAGA penalties on the wage statement claim, adjusted for risk, is
3 **\$118,665.**

4 **WAITING TIME PENALTY CLAIM**

5 Plaintiff further alleges that pursuant to *Labor Code* §§201 and 202, aggrieved employees
6 terminated from Defendant's employment are entitled to a penalty pursuant to *Labor Code* §203,
7 because Defendant did not pay them all wages due upon separation. Such a claim is derivative,
8 and for the same reasons as stated above, Defendant contends no wages are due, and thus no
9 penalties owed under PAGA. Defendant further argues that its failure to pay wages upon
10 separation was not "willful," in that the law is uncertain as to claims asserted in this case or
11 whether the failure to pay is due to a good faith dispute. See *Barnhill v. Robert Saunders & Co.*,
12 125 Cal.App.3d 1, 8 (1981) (employer's failure to pay is not willful if its failure is due to
13 uncertainty in the law); *Road Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers,*
14 *Inc.*, 102 Cal.App.4th 765, 782 (2002) (willfulness not met if defendant's failure to pay a result of
15 a "good faith mistaken belief that wages are not owed").
16

17 The maximum civil penalty attributable to waiting time penalty violations is (1,008 former
18 employees x \$100) \$100,800. However, the waiting time penalty claim was wholly derivative of
19 the rounding claim, and Plaintiff attributes a 5% chance of success to the rounding claim. Thus,
20 the maximum recovery of PAGA penalties on the waiting time penalty claim, adjusted for risk, is
21 **\$5,040.**

22 In sum, Plaintiff estimates that the risk adjusted maximum penalty exposure is **\$1,027,375.**
23 Based on the risks outlined above, the substantial costs that would be expended to proceed to trial,
24 the fact that class certification was denied on the issues which remain in the case, and the
25 discretionary natures of the penalties, Plaintiff believes the \$275,000 settlement, representing
26 26.8% of the risk adjusted potential recovery, is fair, reasonable, and serves the purpose of PAGA.

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1
2 14. The risk, expense, complexity and likely duration of further litigation would have
3 been costly with uncertain recovery. While Plaintiff strongly believes in his case, individual
4 issues and manageability could have been a factor in determining whether the aggrieved
5 employees and the LWDA received anything.

6 15. The risk of going to trial and facing “manageability” issues through trial was a
7 consideration for Plaintiff and his counsel. There is a risk that Defendant would file a motion and
8 request entry of an order that the matter was not manageable as a representative action and
9 Plaintiff did consider this risk which has become a reality in other cases faced by the Plaintiff’s
10 bar. Therefore, uncertainty as to individual issues could have prevented the matter going forward
11 as a representative trial.

12 16. With respect to the amount of the settlement, the number of "cents on the dollar" or
13 percentage of total settlement represents, a fair and reasonable settlement amount. The Plaintiff
14 considered, his expert’s evaluation, Plaintiff’s counsel expertise and knowledge as to the value of
15 the respective claims. Accordingly, the settlement presented to the Court is approximately 26.8%
16 of the reasonable evaluation of the entire case exposure on a purely PAGA basis. Plaintiff
17 discounted the claims for reasonable factors, as set forth above. Overall, under the Dunk and
18 Kullar factors, the amount of the settlement given the risks of potentially being subject to not try
19 the case as a representative matter and ultimately proving liability on all claims given the current
20 uncertainty in the law demonstrates that the settlement is fair and reasonable.

21 17. The settlement amount is fair and reasonable based on a review of all objective
22 evidence. The parties’ assessment of the matter is based on extensive research before and during
23 the litigation, and written discovery.

24 **SETTLEMENT AGREEMENT & COVER LETTER**

25 18. The parties have entered into a Private Attorney General Act (Labor Code §2698,
26 Et. Seq.) Stipulation And Settlement Of Private Attorneys General Act Representative Claims
27 (Agreement), a true and correct copy is attached hereto as **Exhibit 1**. Furthermore, the parties have
28 agreed to the substance of the Cover Letter that will accompany the Individual PAGA payment

1 that is sent to each Aggrieved Employee, a true and correct copy of the Cover Letter is attached
2 hereto as **Exhibit 2**.

3 19. The Gross Settlement of \$275,000.00 is subject to reduction for attorneys' fees,
4 costs, and administrative costs. Accordingly, assuming that the Court awards the fee request of
5 \$100,000.00, attorneys' costs of \$91,666.66 and Administration costs of up to \$9,915.00. The Net
6 Distribution Amount ("NDA") is estimated to be approximately \$49,418.33. Pursuant to the
7 PAGA Statute, one hundred percent of the Net Distribution Amount shall be considered payment
8 of penalties and thus will not be subject to local, state, or federal payroll taxes or withholdings.

9 **ATTORNEYS' COSTS & FEES**

10 20. My firm's costs are approximately **\$53,225.01**. (A true and correct copy of Janelle
11 Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 5**)
12 **Exhibit 5**, represents all costs incurred and paid by firm as it relates to this matter and the related
13 Miranda matter for the total amount of **\$53,225.01**. The costs incurred as reflected in **Exhibits 5**
14 consist of filing fees, litigation costs, experts, and various other litigation related costs incurred
15 and paid by JCAL over the past approximately 3.5 years. I have reviewed JCAL's costs, and each
16 itemized entry as reflected in **Exhibit 5** and I believe that each cost is reasonable and necessary in
17 the prosecution of this action in the superior court as well as arbitration. The attorneys' costs were
18 a result of investigation, research, litigation, experts, consultants, mediation, and other related
19 matters to the prosecution of this case, as evidenced by the cost bills attached as **Exhibit 5**.

20 21. As set forth above, I have been actively involved in the instant case from before
21 filing through the present time. Both myself and my former partner Joseph Antonelli participated
22 extensively in the investigation, discovery, law and motion, appeals and mediation. I am very
23 familiar with the contingent fee market throughout California, particularly as it pertains to
24 complex employment, wage and hour, and class action litigation. On behalf of LOJA, I have
25 negotiated numerous contingency fee agreements with plaintiffs both as individuals and as
26 representatives in class action suits. Many of those agreements provide that counsel will receive a
27 fee that is between 30%-45% of any recovery that is obtained, and, in addition, that counsel be
28 reimbursed for the costs they incurred out of a recovery amount. The individual Plaintiff signed a

1 contingency fee agreement that compensating counsel up to 33 1/3% of any gross settlement. My
2 regular hourly fee of \$800 in complex litigation and \$850 for Joseph Antonelli as a senior partner
3 in complex litigation are reasonable. Counsel for Plaintiff are experienced employment lawyers
4 and have extensive experience in the specific subcategory of wage and hour claims.

5 These are typical and standard rates in employment related contingency agreements in the
6 Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California.
7 Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case
8 could not have retained competent counsel in California, particularly with the considerable skill
9 and expertise of my firm for any amount significantly less than the contingency fee percentage
10 provided in these retainer agreements. As the Court is aware, Plaintiff's counsel has never been
11 paid any money for attorneys' fee on this case, since its inception in 2020. Further Plaintiff's
12 Counsel has advanced all costs and taken on a substantial risk without the guarantee of a payout.

13 22. At the current time, JCAL has billed not less than 384.20 hours at a lodestar value
14 of approximately **\$291,520.00**, which averages to an hourly rate of **\$758.77**. This does not
15 include any support staff time or paralegal time.

16 23. The parties have agreed to retain the services of ILYM Group Inc. (ILYM) to
17 administer the writing of checks and sending payment to each Aggrieved Employee. A true and
18 correct copy of ILYM's estimate dated June 26, 2023, to administer this settlement is attached
19 hereto and marked as **Exhibit 3**. Said costs will not exceed \$9,915.00

20 24. On or about July 6, 2023, my assistant uploaded the proposed settlement to the
21 LWDA, pursuant to Labor Code § 2699 (l)(2). A true and correct copy of the proof of submission
22 email is attached hereto as **Exhibit 4**. Further, my office will uploaded the conformed copies of
23 the Notice of Motion, the MP&A, and the declarations on the LWDA once received from the
24 Court.

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

Executed at Chino Hills, California on this 6th day of July, 2023.



Janelle Carney

Exhibit 1

Adam M. Rose (210880)
adam@frontierlawcenter.com
Manny M. Starr (319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, STE #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709-6025
Tel.: (909) 521-9609/ Fax: (909) 393-0471

Attorneys for Plaintiff Keith Williams
(Additional Plaintiff's counsel listed on next page)

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
DEREK R. HAVEL, Cal. Bar No. 193464
MATTHEW A. TOBIAS, Cal. Bar No. 271291
TYLER J. JOHNSON, Cal. Bar No. 307386
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
Telephone: 213.620.1780/ Facsimile: 213.620.1398

Attorneys for ST. JOSEPH HEALTH PERSONAL
CARE SERVICES, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

KEITH WILLIAMS, on behalf of himself and
all other similarly situated and aggrieved
employees,

Plaintiff,

v.

ST. JOSEPH HEALTH PERSONAL CARE
SERVICES, LLC., ST. JOSEPH PERSONAL
CARE SERVICES, LLC., and DOES 1 to 100,
inclusive,

Defendants.

Case No. 30-2020-01134268-CU-OE-CXC
Assigned to: Hon. William Claster
Dept. CX104

**STIPULATION AND SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
REPRESENTATIVE CLAIMS**

[Complaint Filed: February 25, 2020]
Trial Date: vacated

1 Joseph Antonelli, Esq. (Bar No. 137039)
2 **LAW OFFICE OF JOSEPH ANTONELLI**
3 14758 Pipeline Ave., Suite E, 2nd Floor
4 Chino Hills, CA 91709-6025
5 Tel.: (909) 393-0223 / Fax: (909) 393-0471

6 Attorney for Plaintiff Keith Williams
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1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Keith
2 Williams (“Plaintiff”) and Defendant St. Joseph Health Personal Care Services, LLC (“St.
3 Joseph”). The Agreement refers to Plaintiff and St. Joseph collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against
7 St. Joseph captioned Keith Williams v. St. Joseph Health Personal Care Services,
8 LLC initiated on February 25, 2020 and pending in Superior Court of the State of
9 California, County of Orange.

10 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed
11 to appoint to administer the Settlement.

12 1.3 “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and
14 expenses in accordance with the Administrator’s “not to exceed” bid submitted to
15 the Court in connection with approval of this Settlement.

16 1.4 “Aggrieved Employee” means a non-exempt constant care attendant employed by
17 St. Joseph in California during the PAGA Period.

18 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 St. Joseph’s possession including the Aggrieved Employee’s name, last-known
20 mailing address, Social Security number, and number of PAGA Pay Periods.

21 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation
22 and search for current Aggrieved Employee mailing addresses using all reasonably
23 available sources, methods and means including, but not limited to, the National
24 Change of Address database, skip traces, and direct contact by the Administrator
25 with Aggrieved Employees.

26 1.7 “Court” means the Superior Court of California, County of Orange.

27 1.8 “Defense Counsel” means Derek Havel, Matthew Tobias, and Tyler Johnson of
28 Sheppard, Mullin, Richter & Hampton LLP.

- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10 “Gross Settlement Amount” means \$275,000, which is the total amount St. Joseph agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Plaintiffs’ Individual Wage Settlements, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the court’s approval of the settlement.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “PAGA Counsel” means Janelle Carney of Janelle Carney Attorney At Law, APC, and Adam Rose and Manny Starr of Frontier Law Center, the attorneys representing the Plaintiff in the Action.
- 1.16 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.17 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for St. Joseph for at least one day during the PAGA Period.

- 1.18 “PAGA Period” means the period from February 25, 2019 to the date the Court grants approval of the settlement, or September 1, 2023, whichever occurs first.
- 1.19 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20 “PAGA Notice” means Plaintiff’s February 11, 2020 letter to St. Joseph and the LWDA and Plaintiff’s December 23, 2020 letter to St. Joseph and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21 “PAGA Penalties” means the Gross Settlement Amount, less the Plaintiffs’ Individual Wage Settlements and the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. PAGA Penalties will be distributed as follows: 25% will be paid to Aggrieved Employees as Individual PAGA Payments, and 75% will be paid as the LWDA PAGA Payment.
- 1.22 “Plaintiff” means Keith Williams, the named plaintiff in the Action.
- 1.23 “Plaintiffs’ Individual Wage Settlements” means the individual wage settlement paid to Plaintiff in the amount of \$8,000.00, as well as the individual wage settlements paid to plaintiffs in the related action of Miranda et al. v. St. Joseph Health Personal Care Services, LLC, Orange County Superior Court Case No. 30-2022-01270521-CU-OE-CXC: \$1,000.00 to Robert Rashad; \$3,000.00 to Claudia Morales-Alvarez; \$5,000 to Deborah Montle; and \$7,000 to Diana Homer. Each of the above named plaintiffs will execute a separate settlement agreement for the Individual Wage Settlement.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.26 “Released Parties” means: St. Joseph and its former, present and future agents, employees, servants, officers, directors, partners, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related

1 companies/corporations and/or partnerships, divisions, assigns, predecessors,
2 successors, insurers, consultants, service providers, joint venturers, joint employers,
3 co-employers, dual employers, alleged joint employers, alleged co-employers,
4 alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of
5 their respective past, present and future employees, directors, officers, agents,
6 attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

7 1.27 “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.28 “St. Joseph” means named Defendant St. Joseph Health Personal Care Services,
10 LLC.

11 **2. RECITALS.**

12 2.1 On February 25, 2020, Plaintiff commenced this Action by filing a Complaint
13 against St. Joseph alleging wage and hour violations. On September 8, 2020,
14 Plaintiff filed the First Amended Complaint. On January 13, 2021, Plaintiff filed
15 the Second Amended Complaint alleging failure to pay minimum wage or straight
16 time wages, failure to reimburse business expenses, failure to furnish itemized
17 wage statements, failure to pay all wages upon conclusion of employment, unfair
18 business practices, and PAGA penalties. The Second Amended Complaint is the
19 operative complaint in the Action (the “Operative Complaint.”). St. Joseph denies
20 the allegations in the Operative Complaint, denies any failure to comply with the
21 laws identified in in the Operative Complaint and denies any and all liability for the
22 causes of action alleged. On May 13, 2022, the Court denied Plaintiff’s motion for
23 class certification in its entirety. The court granted summary adjudication in favor
24 of St. Joseph on Plaintiff’s claims for failure to pay minimum wage or straight time
25 wages and failure to pay all wages upon conclusion of employment. The only
26 remaining claims are Plaintiff’s individual expense reimbursement and wage
27 statement claims and his PAGA claim.
28

1 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
2 notice to St. Joseph and the LWDA by sending the PAGA Notice.

3 2.3 On March 16, 2023, the Parties participated in an all-day mediation with mediator
4 David Phillips, which ultimately led to this Agreement to settle the Action.

5 2.4 Prior to mediation, Plaintiff obtained, through formal discovery, St. Joseph's
6 relevant wage and hour policies, and Aggrieved Employees' time and pay records
7 during the PAGA period.

8 **3. MONETARY TERMS.**

9 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, St.
10 Joseph promises to pay \$275,000 and no more as the Gross Settlement Amount. St.
11 Joseph has no obligation to pay the Gross Settlement Amount prior to the deadline
12 stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the
13 entire Gross Settlement Amount without asking or requiring Aggrieved Employees
14 to submit any claim as a condition of payment. None of the Gross Settlement
15 Amount will revert to St. Joseph.

16 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
17 deduct the following payments from the Gross Settlement Amount, in the amounts
18 specified by the Court in the Final Approval:

19 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one
20 third, which is currently estimated to be \$91,666.67 and PAGA Counsel
21 Litigation Expenses Payment of not more than \$100,000. St. Joseph will
22 not oppose requests for Court approval of these payments provided that they
23 do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
24 application or motion for PAGA Counsel Fees Payment and PAGA
25 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
26 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
27 the amounts requested, the remainder will be allocated to the PAGA
28 Penalties. Released Parties shall have no liability to PAGA Counsel or any

other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds St. Joseph harmless, and indemnifies St. Joseph, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$9,915.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,915.00, the remainder will be allocated to the PAGA Penalties.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$49,418.33 to be paid from the Gross Settlement Amount, with 75% (at least \$37,063.75) allocated to the LWDA PAGA Payment and 25% (at least \$12,354.58) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (at least \$12,354.58) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

1 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, St.
2 Joseph estimates Aggrieved Employees worked a total of 77,685 PAGA Pay
3 Periods from February 25, 2019 through March 16, 2023.

4 4.2 Aggrieved Employee Data. Within 15 days, St. Joseph will simultaneously deliver
5 the Aggrieved Employee Data to the Administrator in the form of a Microsoft
6 Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
7 Administrator must maintain the Aggrieved Employee Data in confidence, use the
8 Aggrieved Employee Data only for purposes of this Settlement and for no other
9 purpose, and restrict access to the Aggrieved Employee Data to Administrator
10 employees who need access to the Aggrieved Employee Data to effect and perform
11 under this Agreement. St. Joseph has a continuing duty to immediately notify
12 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee
13 identifying information and to provide corrected or updated Aggrieved Employee
14 Data as soon as reasonably feasible. Without any extension of the deadline by
15 which St. Joseph must send the Aggrieved Employee Data to the Administrator, the
16 Parties and their counsel will expeditiously use best efforts, in good faith, to
17 reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved
18 Employee Data.

19 4.3 Funding of Gross Settlement Amount. St. Joseph shall fully fund the Gross
20 Settlement Amount by transmitting the funds to the Administrator no later than 14
21 days after the Effective Date.

22 4.4 Payments from the Gross Settlement Amount. Within 14 days after St. Joseph
23 funds the Gross Settlement Amount, the Administrator will mail checks for all
24 Individual PAGA Payments, the LWDA PAGA Payment, the Administration
25 Expenses Payment, and the PAGA Counsel Expenses Payment.

26 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
27 send them to the Aggrieved Employees via First Class U.S. Mail, postage
28 prepaid. The face of each check shall prominently state the date (not less

1 than 180 days after the date of mailing) when the check will be voided. The
2 Administrator will cancel all checks not cashed by the void date. Before
3 mailing any checks, the Settlement Administrator must update the
4 recipients' mailing addresses using the National Change of Address
5 Database.

6 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search
7 for all Aggrieved Employees whose checks are returned undelivered
8 without USPS forwarding address. Within 7 days of receiving a returned
9 check the Administrator must re-mail checks to the USPS forwarding
10 address provided or to an address ascertained through the Aggrieved
11 Employee Address Search. The Administrator need not take further steps to
12 deliver checks to Aggrieved Employees whose re-mailed checks are
13 returned as undelivered. The Administrator shall promptly send a
14 replacement check to any Aggrieved Employee whose original check was
15 lost or misplaced, requested by the Aggrieved Employee prior to the void
16 date.

17 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
18 uncashed and cancelled after the void date, the Administrator shall transmit
19 the funds represented by such checks to the California Controller's
20 Unclaimed Property Fund in the name of the Aggrieved Employee.

21 4.4.4 The payment of Individual PAGA Payments shall not obligate St. Joseph to
22 confer any additional benefits or make any additional payments to the
23 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
24 those specified in this Agreement.

25 **5. RELEASES OF CLAIMS.** Effective on the date when St. Joseph fully funds the entire
26 Gross Settlement Amount Plaintiff will release claims against all Released Parties as
27 follows:
28

1 5.1 Plaintiff's Release. Plaintiff and his heirs, administrators, successors, and assigns
2 fully and finally releases the Released Parties from any and all claims, known and
3 unknown, under federal, state and/or local law, statute, ordinance, regulation,
4 common law, or other source of law, including but not limited to claims arising
5 from or related to his employment with Defendant and his compensation while an
6 employee of Defendant. Plaintiff's Released Claims include, but are not limited to,
7 all claims arising from or related to the Action. Plaintiff's Released Claims include
8 all claims for unpaid wages, including, but not limited to, failure to pay minimum
9 wages, straight time compensation, overtime compensation, double-time
10 compensation, and interest; the calculation of the regular rate of pay, including
11 failure to pay premiums at the regular rate of compensation; reimbursement for all
12 necessary business expenses; payment for all hours worked, including off-the-clock
13 work; wage statements; deductions; failure to keep accurate records; unfair
14 business practices; penalties, including, but not limited to, civil penalties, statutory
15 penalties, recordkeeping penalties, wage statement penalties, minimum-wage
16 penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's
17 Released Claims include all claims arising under the California Labor Code
18 (including, but not limited to, sections 90.5, 201, 202, 203, 204, 213, 218.5, , 226,
19 226.3, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
20 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); all claims arising under:
21 the Wage Orders of the California Industrial Welfare Commission; the California
22 Private Attorneys General Act of 2004 ("PAGA"); California Business and
23 Professions Code section 17200, et seq.; the California Civil Code, to include but
24 not limited to, sections 3287, 3336 and 3294; California Code of Civil Procedure §
25 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, et seq.;
26 federal common law; Plaintiff's Released Claims also include all claims for lost
27 wages and benefits, emotional distress, retaliation, punitive damages, and
28 attorneys' fees and costs arising under federal, state, or local laws for

discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees and their heirs, executors, administrators, attorneys, agents and assigns, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities and causes of action for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq. pled in the Operative Complaint in the Action, or that could have been brought based on the factual allegations that are pled in the Operative Complaint in the Action, that arose during the PAGA Period, including but not limited to alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 558, 1194, 1194.2, 1197, 1197.1, 2802, including any related claims for attorneys' fees, costs, or interest resulting therefrom ("Released Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor

1 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting
2 Approval of PAGA Settlement; (ii) an estimate from the Administrator attaching its
3 “not to exceed” bid for administering the Settlement and its willingness to serve;
4 competency; operative procedures for protecting the security of Aggrieved
5 Employee Data; amounts of insurance coverage for any data breach, defalcation of
6 funds or other misfeasance; all facts relevant to any actual or potential conflicts of
7 interest with Aggrieved Employees or the LWDA; and the nature and extent of any
8 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a
9 signed declaration from PAGA Counsel firm attesting to its timely transmission to
10 the LWDA of all necessary PAGA documents (initial notice of violations (Labor
11 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699,
12 subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). In their
13 Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any
14 other pending matter or action other than the Miranda Action asserting claims that
15 will be extinguished or adversely affected by the Settlement.

16 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
17 jointly responsible for expeditiously finalizing and filing the application or motion
18 for approval of this Settlement no later than 30 days after the full execution of this
19 Agreement, such that it is filed and scheduled to be heard in advance of the Court’s
20 OSC re Dismissal set for August 29, 2023, if the court’s calendar permits, and, if
21 necessary, obtaining a prompt hearing date for the motion and appearing in Court to
22 advocate in favor of the motion. PAGA Counsel is responsible for delivering the
23 Court’s Order approving the settlement to the Administrator.

24 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
25 or motion for approval of this Settlement and/or the supporting declarations and
26 documents, PAGA Counsel and Defense Counsel will expeditiously work together
27 on behalf of the Parties by meeting in person or by telephone, and in good faith, to
28 resolve the disagreement. If the Court does not grant the motion for approval of

1 this Settlement or conditions its approval on any material change to this
2 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
3 on behalf of the Parties by meeting in person or by telephone, and in good faith, to
4 modify the Agreement and otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
7 serve as the Administrator and verified that, as a condition of appointment, ILYM
8 Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all
9 duties specified in this Agreement in exchange for payment of Administration
10 Expenses. The Parties and their Counsel represent that they have no interest or
11 relationship, financial or otherwise, with the Administrator other than a professional
12 relationship arising out of prior experiences administering settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax
15 withholdings and providing reports to state and federal tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
17 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
18 Regulation section 468B-1.

19 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
20 to be performed or observed by the Administrator contained in this Agreement or
21 otherwise.

22 **8. ESCALATOR CLAUSE**

23 St. Joseph understands and believes there are approximately 77,685 pay periods from
24 February 25, 2019 through March 16, 2023. If it is determined that the actual number of
25 pay periods through March 16, 2023 exceeds 77,685 by more than ten percent (10%) (i.e.,
26 exceeds 85,453.5), then, St. Joseph shall increase the GSA by the percentage difference
27 between the actual number of pay periods and the ten percent (10%) increase (85,453.5).
28

1 Alternatively, St. Joseph may choose to cut off the PAGA Period on the date on which the
2 pay period total reached 85,453.5.

3 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
4 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement
5 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
6 settlement administration matters, and (iii) addressing such post-Judgment matters as are
7 permitted by law.

8 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the PAGA Counsel Fees
10 Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their
11 respective counsel waive all rights to appeal from the Judgment, including all rights
12 to post-judgment and appellate proceedings, the right to file motions to vacate
13 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
14 appeal does not include any waiver of the right to oppose such motions, writs or
15 appeals. If another party appeals the Judgment, the Parties' obligations to perform
16 under this Agreement will be suspended until such time as the appeal is finally
17 resolved and the Judgment becomes final, except as to matters that do not affect the
18 amount of the PAGA Penalties..

19 **10. ADDITIONAL PROVISIONS.**

20 10.1 No Admission of Liability or Representative Manageability for Other Purposes.
21 This Agreement represents a compromise and settlement of highly disputed claims.
22 Nothing in this Agreement is intended or should be construed as an admission by
23 St. Joseph that any of the allegations in the Operative Complaint have merit or that
24 St. Joseph has any liability for any claims asserted; nor should it be intended or
25 construed as an admission by Plaintiff that St. Joseph's defenses in the Action have
26 merit. The Parties agree that representative treatment is for purposes of this
27 Settlement only. If, for any reason the Court does not approve this Settlement, St.
28 Joseph reserves all available defenses to the claims in the Action, and Plaintiff

1 reserves the right to contest St. Joseph's defenses. The Settlement, this Agreement
2 and the Parties' willingness to settle the Action will have no bearing on, and will
3 not be admissible in connection with, any litigation (except for proceedings to
4 enforce or effectuate the Settlement and this Agreement).

5 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
6 Agreement together with its attached exhibits shall constitute the entire agreement
7 between the Parties relating to the Settlement, superseding any and all oral
8 representations, warranties, covenants, or inducements made to or by any Party.

9 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
10 and represent that they are authorized by Plaintiff and St. Joseph, respectively, to
11 take all appropriate action required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms, and to execute any other
13 documents reasonably required to effectuate the terms of this Agreement including
14 any amendments to this Agreement.

15 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things,
17 modifying the Settlement Agreement, submitting supplemental evidence and
18 supplementing points and authorities as requested by the Court. In the event the
19 Parties are unable to agree upon the form or content of any document necessary to
20 implement the Settlement, or on any modification of the Agreement that may
21 become necessary to implement the Settlement, the Parties will seek the assistance
22 of a mediator and/or the Court for resolution.

23 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity and portion of any liability, claim,
26 demand, action, cause of action, or right released and discharged by the Party in this
27 Settlement.

- 1 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, St. Joseph nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 5 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.
- 8 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
9 to the benefit of, the successors of each of the Parties.
- 10 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the state of California,
12 without regard to conflict of law principles.
- 13 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
14 preparation of this Agreement. This Agreement will not be construed against any
15 Party on the basis that the Party was the drafter or participated in the drafting.
- 16 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
17 entered during Action and in this Agreement relating to the confidentiality of
18 information shall survive the execution of this Agreement.
- 19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the
21 PAGA Data provided to PAGA Counsel by St. Joseph in connection with the
22 mediation, other settlement negotiations, or in connection with the Settlement, may
23 be used only with respect to this Settlement, and no other purpose, and may not be
24 used in any way that violates any existing contractual agreement, statute, or rule of
25 court. Not later than 90 days after the Administrator discharges its obligation to
26 pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic
27 versions of Aggrieved Employee Data received from St. Joseph unless, prior to the
28 Administrator's payment of all Settlement Funds, St. Joseph makes a written

request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Adam M. Rose (210880)
adam@frontierlawcenter.com
 Manny M. Starr (319778)
manny@frontierlawcenter.com
 FRONTIER LAW CENTER
 23901 Calabasas Road, STE #2074
 Calabasas, CA 91302
 Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
 14758 Pipeline Ave., Suite E, 2nd Floor
 Chino Hills, CA 91709-6025
 Tel.: (909) 521-9609/ Fax: (909) 393-0471

To St. Joseph:

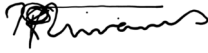
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 A Limited Liability Partnership
 Including Professional Corporations
 DEREK R. HAVEL, Cal. Bar No. 193464
dhavel@sheppardmullin.com
 MATTHEW A. TOBIAS, Cal. Bar No. 271291
mtobias@sheppardmullin.com
 TYLER J. JOHNSON, Cal. Bar No. 307386
tjjohnson@sheppardmullin.com
 333 South Hope Street, 43rd Floor

Los Angeles, California 90071-1422
Telephone: 213.620.1780/ Facsimile: 213.620.1398

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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06/29/23 | 2:18 PDT

B482F7F63066445...

Keith Williams

DocuSigned by:



CAATF185B992467...

Adam Rose

For Plaintiff

For St. Joseph

Counsel For Plaintiff

Counsel For St. Joseph

Los Angeles, California 90071-1422
Telephone: 213.620.1780/ Facsimile: 213.620.1398

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For Plaintiff Jennifer Rieker Sr. Labor & Employment Counsel For St. Joseph

Counsel For Plaintiff

DocuSigned by:

D1B64CA827C04E4...

Counsel For St. Joseph

7/5/2023

Exhibit 2

NOTICE OF PAGA SETTLEMENT

Williams v. St. Joseph Health Personal Care Services, LLC, et al

(Orange County Superior Court Case No. 30-2020-01134268-CU-OE-CXC)

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this Notice and a check made payable to you as a result of a lawsuit pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”). The lawsuit sought to recover civil penalties for purported wage and hour violations, including failure to pay wages due to rounding time, failure to reimburse for out-of-pocket, work-related expenses, improper wage statements, and related violations. St. Joseph Health Personal Care Services, LLC (“St. Joseph”) denied these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, St. Joseph and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former non-exempt employees who have worked for Defendant in California during the time period of February 25, 2019 through the date the Court enters an order granting approval of the settlement (the “PAGA Period”) or September 1, 2023, whichever occurs first. (“Aggrieved Employee”).

According to St. Joseph’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) days. Checks remaining un-cashed for more than 180 days after issuance will be become void and the funds will escheat to the State of California in your name. The payment will be considered civil penalties and may be subject to local, state, and/or federal taxes and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement. If you have any questions, you may contact _____ (the Settlement Administrator) at [phone].

Exhibit 3

Case Name: Williams v. St. Joseph Health Personal Care Services

Monday, June 26, 2023

Requesting Law Firm:	Janelle Carney- Attorney At Law, APC
Law Firm Contact:	Jerin Wilkinson
E-Mail Address:	jerin@janellecarneylaw.com
ILYM Group Contact:	Michael Sutherland
E-Mail Address:	msutherland@ilymgroup.com
Contact Number:	321.223.5067

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Number of Aggreived Employees	1,300
Toll-Free Telephone Support	Yes
Certified Spanish Translation	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	6	\$900.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Toll Free Phone Support	Flat Rate	\$175.00	1	\$175.00
NCOA	Flat Rate	\$130.00	1	\$130.00

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

Subtotal \$1,925.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$1.50	1,300	\$1,950.00
USPS First Class Postage	Per Piece	\$0.60	1,300	\$780.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	130	\$260.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$7,115.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$875.00

Flat Fee: \$9,915.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 4

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, July 6, 2023 5:24 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

Follow Up Flag: Follow up
Flag Status: Flagged

07/06/2023 03:23:28 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 5



<u>Williams v. St. Joseph Health Personal Care Services, LLC</u>		
COSTS		
Vendor	Date	Cost
California Deposition Reporters	02/16/21	\$1,218.50
California Deposition Reporters	06/17/21	\$1,153.50
California Deposition Reporters	06/14/21	\$874.25
California Deposition Reporters	06/10/21	\$1,255.33
California Deposition Reporters	06/29/21	\$2,027.75
California Deposition Reporters	11/18/21	\$3,459.30
California Deposition Reporters	11/24/21	\$962.50
California Deposition Reporters	12/01/21	\$910.00
California Deposition Reporters	12/01/21	\$944.75
California Deposition Reporters	12/10/21	\$900.00
California Deposition Reporters	03/06/22	\$603.00
California Deposition Reporters	06/06/22	\$314.60
Court Call	01/13/21	\$94.00
Econ ONE	05/01/21	\$1,745.91
Econ ONE	07/23/21	\$11,898.75
Econ ONE	10/20/21	\$1,301.03
Econ ONE	10/31/21	\$1,694.32
Econ ONE	11/31/21	\$842.18
Econ ONE	12/31/21	\$2,256.85
Econ ONE	01/01/22	\$509.68
Econ ONE	10/13/22	\$166.00
Econ ONE	11/30/22	\$1,072.00
Econ ONE	09/30/22	\$157.70
Econ ONE	03/31/23	\$1,156.20
Infinite Conferencing	05/04/21	\$4.15
Infinite Conferencing	05/12/21	\$2.96
Video Solutions	06/17/21	\$300.00
Video Solutions	10/29/21	\$300.00
FedEx	06/30/21	\$23.45
Janney & Janney Legal Support	07/02/21	\$72.10

<u>Williams v. St. Joseph Health Personal Care Services, LLC</u>		
COSTS		
Vendor	Date	Cost
Janney & Janney Legal Support	07/02/21	\$8.00
Janney & Janney Legal Support	07/02/21	\$12.25
Janney & Janney Legal Support	07/01/21	\$7.00
Janney & Janney Legal Support	12/10/21	\$12.25
Janney & Janney Legal Support	12/10/21	\$7.00
Janney & Janney Legal Support	01/31/22	\$12.25
Janney & Janney Legal Support	02/15/22	\$12.25
Janney & Janney Legal Support	04/29/22	\$12.25
Janney & Janney Legal Support	04/29/22	\$8.00
Janney & Janney Legal Support	07/18/22	\$462.47
Janney & Janney Legal Support	07/25/22	\$12.25
Janney & Janney Legal Support	07/26/22	\$12.25
Janney & Janney Legal Support	08/01/22	\$12.25
Janney & Janney Legal Support	08/02/22	\$12.25
Janney & Janney Legal Support	08/02/22	\$12.25
Janney & Janney Legal Support	08/04/22	\$12.25
Janney & Janney Legal Support	08/23/22	\$12.25
Janney & Janney Legal Support	08/23/22	\$3.00
Janney & Janney Legal Support	12/07/22	\$33.22
Janney & Janney Legal Support	12/07/22	\$12.62
Janney & Janney Legal Support	12/12/22	\$20.90
Janney & Janney Legal Support	12/21/22	\$12.62
Janney & Janney Legal Support	01/13/23	\$6.00
Janney & Janney Legal Support	01/13/23	\$12.62
Janney & Janney Legal Support	01/24/23	\$20.90
Janney & Janney Legal Support	01/25/23	\$20.90
Janney & Janney Legal Support	01/26/23	\$12.62
Janney & Janney Legal Support	04/21/23	\$6.00
Janney & Janney Legal Support	04/21/23	\$12.62
Janney & Janney Legal Support	05/04/23	\$12.62
Janney & Janney Legal Support	05/24/23	\$12.62
Janney & Janney Legal Support	05/30/23	\$20.90
Janney & Janney Legal Support	06/01/23	\$12.62
Janney & Janney Legal Support	06/01/23	\$12.62
Janney & Janney Legal Support	06/06/23	\$167.12
Allman & Petersen Economics	07/01/21	\$2,805.00
Allman & Petersen Economics	09/16/21	\$2,200.00
Allman & Petersen Economics	09/24/21	\$1,320.00

<u>Williams v. St. Joseph Health Personal Care Services, LLC</u>		
COSTS		
Vendor	Date	Cost
Allman & Petersen Economics	01/07/22	\$2,376.00
AMK Reporting Services	03/17/22	\$511.26
Deadlines on Demand	08/22/22	\$15.00
Direct Connection	03/10/21	\$1,000.00
Signature Resolution	01/12/23	\$3,725.00
		\$53,225.01