

1 Timothy B. Sottile, Esq. SBN: 127026
2 Michael F. Baltaxe, Esq. SBN: 129532
3 Nicole C. Burgos Romero, Esq. SBN: 340942
4 Robert J. Golde, Esq. SBN: 303155
5 SOTTILE ■ BALTAXE
6 28632 Roadside Drive, Suite 100
7 Agoura Hills, California 91301
8 Telephone: (818) 889-0050; Facsimile: (818) 889-6050

9 Attorneys for Plaintiff DIANA LOPEZ

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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY LOS ANGELES**

DIANA LOPEZ, in her representative capacity,

Plaintiff,

vs.

WHITE MEMORIAL MEDICAL CENTER, a
business entity exact form unknown; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV19484

[Assigned to Hon. Judge Curtis A. Kin, in
Department 72]

**DECLARATION OF MICHAEL F.
BALTAXE, ESQ ISO UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: December 19, 2023

Time: 8:30 am

Dept: 72

Reservation ID: 253531346841

*[Filed Concurrently with the Notice of
Motion and Motion for Approval of
Settlement Order Approving Settlement of
Claims, [Proposed] Order Re Unopposed
Motion for Settlement Approval, and the
Declaration of Nicole C. Burgos Romero,
Esq.]*

Action Filed: May 24, 2021

Trial Date: None

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1. I am an attorney authorized to practice before this Court and am a partner at Sottile Baltaxe, and Counsel for Plaintiff Diana Lopez in this action. I have personal knowledge of the facts asserted herein, and if called upon to testify, I could and would testify competently thereto.
2. There are four attorneys in my firm. I was the partner in charge of the case and was principally in charge of working this case up. One of our associates Nicole C. Burgos also did substantial work on the matter.
3. A former associate, Payam Aframian also did some of the early work in this matter
4. In addition, our paralegal Tom Still also worked on this case. He answered the discovery, with my supervision.

5. I did my undergraduate work at UCLA, and graduated from Loyola of Los Angeles Law School.

6. I have spent the entirety of my legal career, thirty-six years, representing Plaintiffs in a contingency practice. The great majority of my practice has been in employment litigation on behalf of Plaintiffs

7. I have handled employment cases on behalf of Plaintiffs since about 1993 when I practiced with my father George Baltaxe. We had a Plaintiff's contingency litigation practice with many types of cases, including employment cases.

9. In approximately 2011, I formed Sottile Baltaxe with my partner, Tim Sottile. We are a four

1 Attorney firm. Our practice is nearly exclusively Plaintiff's employment cases on a contingency
2 basis. This includes individual Plaintiff cases, multi-Plaintiff cases and class actions. We have had
3 several cases where we represented over one hundred Plaintiffs in employment cases on a non-
4 class basis. This includes discrimination, harassment, whistleblowing, and wage and hour cases.
5 Sottile Baltaxe has handled hundreds of Plaintiffs employment cases since its inception. Many of
6 our individual cases involve wage and hour issues. m

7 10. I am a long-standing member of the California Employment Lawyers Association (CELA).
8 I have been a co-chair on a committee, was a long-time member of the education committee, am
9 one of the people in charge of putting on the annual trial college and have lectured at their annual
10 conference on trial advocacy.

11 11. I am also a long-time member of the Consumer Attorneys Association of Los Angeles
12 (CAALA) and have lectured on employment cases at their annual seminar. I have also written an
13 article on misclassification for their monthly magazine, the Advocate.

14 12. I have also given presentations on employment cases for various local Bar Associations

15 13. Since 2015, I have been an associate member of the American Board of Trial Advocates
16 (ABOTA), a trial lawyer organization based on merit with very few Plaintiff employment lawyers.

17 14. I have been selected as a "Super Lawyer" in the area of Plaintiff's employment law every
18 year since 2010. This is an honor for the top 5% of attorneys in this practice area.

19 15. Sottile Baltaxe specializes in trying employment cases. We are frequently associated in by
20 other attorneys as trial counsel. We are also frequently hired to try employment cases on the eve of
21 trial.

22 16. Sottile Baltaxe and I individually have obtained numerous jury verdicts in employment
23 cases. They include the following:

- 24 • Age Discrimination: \$18.2 million for 6 Plaintiffs
- 25 • Personal Injury: \$1.04 million
- 26 • Gender Discrimination Retaliation: \$2.95 million
- 27 • Race Discrimination: \$300,000

- Race Discrimination: \$1.3 million
- Sexual Harassment: \$463,000
- Wrongful Termination: \$1.1 million
- Age Discrimination, Harassment: \$350,000
- Whistleblowing \$2,000,000
- Age Discrimination \$1,000,000

17. I have been lead class counsel or co-lead class counsel in various wage and hour class/PAGA actions. They all resolved successfully. They include the following:

- Shahrokh et. al. vs. Westlake Services. Los Angeles Superior Court No.: BC700568
- Antonio Gonzalez et al. vs. Kaiser Foundation Hospitals, et al. Los Angeles Superior Court Case No. BC492725
- Ruben Amador vs Jack Stephen Plumbing and Heating Inc. Los Angeles Superior Court Case No.: BC628401
- Armando Gonzales et. al vs. Chef Robert Catering Inc. Case No.: Los Angeles Superior Court Case No BC652310
- Jose Luis Rodriguez et. al. vs. Fred Loya Insurance Agency Inc.: Los Angeles Superior Court Case No. BC 491770
- Vivar et.al vs. Unlimited PCS Inc. Orange County Superior Court Case # 30-2012-00568211-CU-OE- CXC
- Richard Flores vs Dave Barry and Sons. Los Angeles Superior Court Case No. BC 668431

18. In addition, I am currently lead counsel in several PAGA cases which are in litigation. These include

- Brock, et.al. vs Westlake Services. Los Angeles Superior Court Case No. 22STCV16900
- Orosco etc. vs Aerotek etc. et.al. Fresno Superior Court Case # Case No: 21CECG03250
- Cornejo vs CS Medical Care Foundation. Los Angeles Superior Court Case No: 20STCV45757
- Neuman vs Simi Valley Hospital and Healthcare Services. Ventura County Superior Court

Case # 56-2022-0057-2974-CU-OE-VTA

19. I also recently resolved a wage and hour claim for 180 + Plaintiffs who had all opted out of a class action. Adam etc.et. al. vs Kaiser Foundation Hospitals Los Angeles Superior Court Case No 20STCV36879.

20. Many of our individual cases also involve wage and hour claims

GENESIS OF THIS CASE AND THIS LAWSUIT

21. Sottile Baltaxe represented Plaintiff Diana Lopez and another individual in what were essentially discrimination cases against Defendant White Memorial. That case was filed in late 2020. Those cases resolved.

22. During that representation we were told that Defendant White Memorial was having all its employees go through a covid check outside the Hospital. That this would take a few minutes based on the time of day and the length of the line. Further, that the employees would only clock in once they reached their workstations. We also learned that the employees were not being paid for this “waiting time”

24. The two Plaintiffs signed Arbitration Agreements containing class action waivers, so a class action was not warranted. Their cases went to Arbitration.

25. Accordingly, after exhausting the LWDA requirements, we filed this PAGA only case in May 2021. The main gravamen of this case was that non-exempt employees were” required to report to work early during the Covid pandemic in order to have them go through Covid screening. This time for Covid screening was not compensated. This non-compensated time occurred prior to the start of the employees’ shift. This conduct violates California wage and hour laws as it constitutes off the clock uncompensated time” (Complaint at Paragraph 2). This will be referred to as “waiting time”. This PAGA claim related to all non-exempt employees who went through Covid screening without being paid for this waiting time.

26. Defendant never disputed that non-exempt employees were not paid for waiting time

27. There were some alleged PAGA violations relating to case managers (Lopez was a case manager) not getting their breaks. However, this was limited to case managers at White Memorial,

1 so the number of aggrieved employees was rather limited.

2 **HISTORY OF THE LITIGATION**

3 28. This case was filed on May 24th, 2021. The settlement was reached in July 2023 a few
4 months prior to trial and after defendant had filed a potentially dispositive Summary Judgment
5 motion

6 29. This office filed several PAGA notices with the LWDA commencing in September 2020
7 and ending on January 5, 2021. The first ones had to do with the case managers and the final one
8 was for covid screening claim

9 30. Pursuant to Labor Code Sections 2698 - 2699.5, we filed a PAGA notice with the LWDA
10 on September 24th, 2020, which dealt only with the case manager claims. We filed an amended
11 PAGA notice with the LWDA on November 1, 2020, to clarify the claims. We filed a second
12 amended PAGA notice with the LWDA on January 5th, 2020. This claim dealt with the waiting
13 time penalties and was addressed to Adventist Health System West. We filed a third and final
14 PAGA letter with the LWDA on January 15th, 2021, for the waiting time penalties but directed to
15 White Memorial Medical Center. These were all filed online, with a copy sent to the Employer. No
16 response to any of these was received from the LWDA

17 31. The operative retainer with the client states that attorney's fees will be a percentage of the
18 gross recovery in a percentage to be decided by the court

19 32. In order to investigate, I spoke to various employees of the Defendant and confirmed that
20 all employees were required to wait in line for in person covid screenings and were not being
21 compensated for that "waiting time". Nobody said that this was not occurring. We were told that
22 the average waiting time varied depending on the time of day they reported to work. We were told
23 that the average waiting time varied from five to 15 minutes. We understood that the
24 uncompensated screening time where employees had to wait in line lasted from March 2020 to
25 November 2021. Based on this investigation we filed this lawsuit.

26 33. The complaint alleged PAGA violations for (1) unpaid overtime in violation
27 of California Labor Code §§ 200 et seq., 510, 558, 1194; (2) final wages not timely paid in
28

1 violation of California Labor Code §§ 201, 202 and 203; (3) wages not timely paid during
2 employment in violation of California Labor Code §§ 204 and 210; and (4) inaccurate wage
3 statements in violation of California Labor Code § § 226 and 226.3. These were the “waiting time”
4 claims on behalf of all non-exempt employees. The complaint also alleged PAGA violations for
5 case managers for unpaid meal and rest periods.

6 34. This case was litigated for a couple of years before a settlement was reached. This included
7 the exchange of written discovery, a motion to stay this case pending the resolution of the
8 Arbitration, some depositions, a mediation which was initially unsuccessful, follow ups to that, a
9 motion for summary judgment being filed and opposed (the settlement took place prior to the
10 hearing).

11 35. Both Parties engaged in written discovery. Plaintiff served Employment Form
12 interrogatories, two sets of Special Interrogatories, and two sets of Requests for Production of
13 Documents to Defendant. Defendant served Requests for Production of Documents to Plaintiff.
14 These were all duly responded to.

15 36. Defendants took an essentially full day of Plaintiffs deposition in March 2022

16 37. On January 31, 2023, the Parties engaged in mediation with experienced class action and
17 PAGA mediator, Mariam Zadeh, Esq but were unable to reach a settlement

18 38. During the mediation we learned some additional facts and some of the Defendants
19 anticipated arguments and defenses. The first thing was that according to the Defendant, the
20 screening process had changed significantly. More specifically, that at some point after March
21 2020 the screening process had changed so instead of being required to wait in line, employees
22 checked in electronically and no longer had to wait in line. According to the Defendant, this was
23 apparently done on an App at home, thereby eliminating the need to wait in line.

24 39. Defendant also claimed that the waiting in line Covid screenings stopped after about 6
25 months although this was not very firm.

26 40. The defense also claimed that even while employees were required to wait in line,
27 that the waiting time was minimal, from one to four minutes
28

1 41. This was all contrary to what we learned during our investigation

2 42. The defendant also claimed that under the applicable wage order, “hours worked” was
3 defined by the Federal Labor Standards Act (FLSA) and under the FLSA the “de-minimus” rule
4 applied. Some of what was being argued by the defense was contrary to what our witnesses
5 described.

6 43. We then followed up with our witnesses who denied much of what the Defendant was
7 claiming

8 44. Based on this we took the deposition of the person who was in charge of the screening
9 program for a period of time, Arlene Lara, on April 5th, 2023

10 45. Arlene Lara testified that the screening process started in late March 2020. That the hospital
11 was 24/7 and there were four entrances. She testified that the screening stopped altogether
12 sometime in 2021 but was not more definitive. She testified about how the initial screening process
13 worked. More specifically, the employees would wait in line until they reached a screener. The
14 screener would then ask them a series of medical questions and then the screeners would write the
15 answers down on a piece of paper. They would then have their temperature checked manually. If
16 they passed, they got a sticker. Those with issues would then be checked by a nurse

17 46. She testified that she observed lines in front of the screeners. She testified that the screening
18 process took about a minute

19 47. She testified that the Hospital switched to thermal scanners in October 2020 in order to do
20 the temperature check. She also testified that around the same time employees had the option of
21 using a “mobile screening tool” which allowed them to text to a phone number on their phones. In
22 turn they would receive the same questions on their phones which they could answer on their cell
23 phones. They would either then get a red light or a green light on their phone. They would then
24 have to wait in line again and show the green light to the screener and then walk through the
25 thermal scanner. She claimed answering the questions on the phone took “10 seconds”

26 48. Employees also had the option of waiting in line and going through the same process as
27 previously.

49. This process continued until the Hospital stopped screening

50. We spoke to witnesses about the mobile screening tool. They told us that it also took time as sometimes there were connectivity problems and other issues. We were told that the average time to use this method was still 5 minutes.

DEFENDANTS SUMMARY JUDGMENT MOTION

51. On May 5, 2023, Defendant filed a motion for summary judgment or, in the alternative, summary adjudication. The basis of this motion was that the FLSA and not California law governs the waiting time issue.

52. The Defendant argued that if the FLSA applied the waiting time was non-compensable under the “portal to portal” act and also non-compensable because it was “*de minimus*” under Federal law.

53. More specifically, Defendants argued that Lopez’s position as a care manager is covered by the Industrial Welfare Commission’s Wage Order 5, and Wage Order 5 defines “hours worked” to be “interpreted in accordance with the provisions of the Fair Labor Standards Act,” (“FLSA”), not California state law

54. Defendants also argued that under the FLSA’s Portal-to-Portal Act this waiting time was non-compensable “preliminary” time. Additionally, the few seconds or minutes to complete a screening were so short that the waiting time falls within the *de minimis* exception

55. We spent quite a bit of time doing research on this rather novel argument that the FLSA applies to this case.

56. We filed our opposition on July 6th, 2023. In that opposition we argued that it is the California Labor Code and not the FLSA which applies to this case. Further, under California law there was no doubt that covid screening time would be compensable. California law requires that an employer pay for all hours that it “engage[s], suffer[s], or permit[s]” an employee to work.

57. We also argued that even if the FLSA applies, there were triable questions of fact as to whether the waiting time was nonetheless compensable because they were an “integral and indispensable part of the principal activities.”

1 58. We also argued that the de minimus rule does not apply as a matter of law under *Troester v.*
2 *Starbucks Corp.*, 5 Cal. 5th 829, 848(2018). The Court squarely held that the de minimus rule does
3 not apply does not apply to California Wage and Hour claims, even those brought under Wage
4 Order 5. We further argued that even if the de minimus rule applied, there were triable questions of
5 fact as to whether the waiting time could be considered de minimus.

6 59. Defendants further argued that the break claims of the case manager were barred because
7 they did not have any notice of the missing breaks and also because Plaintiff did not properly
8 exhaust her Administrative remedies with the LWDA

9 60. We also opposed these two arguments.

10 61. The hearing date was then continued to allow the parties to further explore settlement.

11 THE SETTLEMENT

12 62. There were then several months of negotiations with the assistance of mediator Mariam
13 Zadeh. These were more fruitful as the legal and factual theories of the parties were known both
14 through depositions and the motion for summary judgment.

15 63. The settlement was reached while the motion for summary judgment was pending. A True
16 and Correct Copy of the Settlement Agreement is attached as Exhibit 1

17 The substantive terms are as follows:

18 64. The total or gross settlement is One Million and Fifty Thousand Dollars (\$1,050,000). The
19 gross settlement amount will be divided between: (a) the PAGA Penalties Fund, (b) Plaintiff's
20 Approved Attorneys' Fees and Costs, (c) Plaintiffs Service Award, and (d) Settlement
21 Administration Costs. The PAGA Penalties Fund would be what was left after attorneys fees and
22 costs, Plaintiff's service award, and the Settlement Administration Costs were deducted from the
23 gross settlement.

24 65. The agreement provided that Plaintiff's counsel could seek up to Three Hundred Forty-Six
25 Thousand Five Hundred Dollars (\$346,500) in attorney fees (One third of the gross settlement)

26 66. The agreement provided that plaintiff's counsel could be awarded costs not to exceed
27 Twelve Thousand Dollars (\$12,000)

1 67. Further, that if the Court approves less than the requested amount or Plaintiff's Counsel's
2 fees or costs that the remainder will be retained in the PAGA Settlement Fund for
3 distribution to Aggrieved Employees and the LWDA

4 68. The agreement provided that Plaintiff would receive a service award of up to the total sum
5 of Two Thousand Five Hundred Dollars (\$2,500).

6 69. The agreement provides that the parties are requesting the court to appoint ILYM GROUP
7 INC as the qualified administrator. Further, that the Settlement Administration Costs shall
8 not exceed Fifteen Thousand Nine Hundred Fifty Dollars (\$15,950) and if they do this amount
9 would be deducted from the gross settlement.

10 70. The Agreement provides that PAGA Penalties Fund will be distributed as follows: Seventy-
11 Five Percent (75%) to the State and Twenty-Five Percent (25%) to the Aggrieved Employees.

12 71. The agreement provides how the Paga Penalties Fund will be distributed to aggrieved
13 employees. First, the Administrator will calculate: (i) the total number
14 of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the
15 total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

16 72. The Agreement provides that this would be distributed based on the nature of the individual
17 claim: whether it is waiting time penalties or whether they are Care or Case managers or both:

18 (b) To determine each Aggrieved Employee's payment from the PAGA
19 Penalties Fund, the Settlement Administrator will use one of the following formulas based
20 on the different claims alleged for the Aggrieved Employee populations:

21 (1) Employees Other Than Care or Case Managers: Individual
22 Aggrieved Employee Settlement Payment= [twenty-five percent (25%) of
23 PAGA Penalties Fund] x ([Pay Periods Worked by Individual Aggrieved Employee
24 During the Settlement Period x (1.0 if the Individual Aggrieved Employee was
25 never a Care or Case Manager during the Settlement Period)]);

26 (2) Care or Case Managers: Individual Aggrieved Employee
27 Settlement Payment= [twenty-five percent (25%) of PAGA Penalties Fund] x
28

1 ([Pay Periods Worked by Individual Aggrieved Employee During the Settlement
2 Period x (1.1 if the Individual Aggrieved Employee was a Care or Case Manager
3 during the Settlement Period])).

4 73. The Agreement provides that Defendant shall not oppose any motion seeking
5 approval of the Settlement, provided such motion is consistent with the terms of this Settlement
6 Agreement.

7 74. The Agreement specifies that the defendant will provide the Administrator with a list of
8 aggrieved employees within 14 days of the entry of the Order and Judgment.

9 75. The Agreement specifies that the defendant will fund the gross settlement amount within 14
10 days of the effective date by depositing funds with the Administrator.

11 76. The Agreement provides that within 14 days of receiving the funds the Administrator will
12 disburse the funds.

13 **THE SETTLEMENT IS FAIR AND REASONABLE**

14 77. To determine if a PAGA settlement is fair and reasonable, courts usually consider factors
15 “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity
16 and likely duration of further litigation, and the settlement amount.” Courts will also consider if
17 the settlement is “adequate in view of PAGA’s purposes to remediate present labor law violations,
18 deter future ones, and to maximize enforcement of state labor laws.

19 78. This settlement was fair and reasonable under the circumstances. Although there was no
20 dispute that non-exempt employees were not paid for their waiting time, there were unique legal
21 defenses which had the potential of defending the entire case.

22 79. More particularly, there was a strong argument that the FLSA, rather than the California Labor
23 code applied, at least in part, to this case. That is because of the unique language of wage order 5
24 which applies to this case. Unlike other Wage Orders, Wage Order 5 contains a unique definition
25 of “hours worked” and provides that “[w]ithin the health care industry, the term ‘hours worked’
26 means the time during which an employee is suffered or permitted to work
27 for the employer, whether or not required to so, *as interpreted in accordance with the*
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1 *provisions of the Fair Labor Standards Act.”*

2 80. If the term “hours worked” was interpreted according to the FLSA, then a whole set of
3 different laws arguably applied. More specifically, the FLSA brings into play the “portal to portal”
4 act which basically exempts employers from liability under the FLSA for claims based on
5 “activities which are preliminary to or postliminary to” the performance of the principal
6 activities that an employee is employed to perform. This would operate as a complete defense to
7 the waiting time claims

8 81. There were certainly contrary arguments which were made in the opposition to summary
9 judgment. The law in this area is that “[A]ctivities performed either before or after the regular work
10 shift,” the Supreme Court has noted, are compensable *“if those activities are an integral and*
11 *indispensable part of the principal activities.”* Steiner v. Mitchell, 350 U.S. 247, 256, 76 S.Ct. 330,
12 (1956). So there was certainly a compelling argument that the waiting time was an integral and
13 indispensable part of the principal activities and there is case law supporting this argument.
14 However, this is not a sure thing.

15 58 There was another defense raised under the FLSA based on the “de minimus doctrine”. This
16 doctrine allows an employer not to pay for waiting time if the time was minimal. Many cases hold
17 that waiting time of less than 10 minutes is not compensable.

18 59. There were again contrary arguments including the holding of the California Supreme court
19 in Troester v. Starbucks Corp., 5 Cal. 5th 829, 848 (2018) which held that the de minimus doctrine
20 does not apply to claims for unpaid wages under Labor Code sections 510, 1194, and 1197, even
21 those brought under wage order 5. Nonetheless, this was a legal risk.

22 60 These unique legal arguments also increased the risk of a lengthy appeal if there was a
23 Plaintiff’s verdict. It seemed obvious to me that if Plaintiff prevailed at trial the defendant would
24 test these legal defenses on appeal.

25 61. There was also some factual risk, especially if this was tried to a jury. More specifically, if
26 the defense believed that the waiting time was “less than a minute” that certainly diminished the
27 basic appeal of the case. The defendant may have requested a jury due to this.

63. Another factual risk is that it was unclear how long employees were required to wait in line once the “mobile screening tool” was implemented. The Defendant claimed “10 seconds”. If this were to be believed once again that diminished the basic appeal of the case

64. There were also manageability and proof issues. Plaintiff could not tell how many people used the “mobile screening tool” once it was implemented versus waiting in line to answer questions. In addition, the connectivity problems in using that tool would vary person to person and day to day

65. A settlement of \$ 1,050,000 is certainly reasonable when the Defendant had legal defenses which could have resulted in a defense ruling on summary judgment or at trial. If this had occurred, we would likely have appealed. If there was a Plaintiff’s verdict the defense was pretty sure to appeal as well due to the unusual FLSA defenses being litigated. This would have resulted in the case continuing for at least another couple of years and potentially longer

66. The settlement was also fair and reasonable because the conduct was created by an unforeseen pandemic and the conduct had stopped.

67. The settlement was also fair and reasonable because the case had been fully litigated and most of the necessary discovery had been done.

68. Based on a thorough investigation and evaluation of this case, Plaintiff’s counsel has concluded that the settlement with White Memorial Medical Center. for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the State of California and the aggrieved employees covered by the settlement in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

LEGAL AND ADMINISTRATIVE COSTS

69. The settlement calls for costs not to exceed Twelve Thousand Dollars (\$12,000). Plaintiff’s counsel has expended costs of \$10,882.42, on this matter and is seeking that amount. Many of these costs were for the mediation. Costs were kept by my office by our bookkeeper. A True and Correct copy of my Office’s Itemized costs is attached as **Exhibit 2**.

1 70. Counsel obtained quotes from three reputable Administrators. Among them was ILYM
2 Group Inc. I had conversations with their office, and they seemed competent and reasonable. Their
3 estimate was \$15,950.00. This quote was substantially less than some of their competitors. A True
4 and Correct Copy of Their Estimate is Attached as **Exhibit 3.**

5 **LEGAL FEES**

6 71. Plaintiff's counsel is requesting fees of Three Hundred Forty-Six Thousand Five Hundred
7 Dollars (\$346,500) which is one third (1/3) of the gross settlement.

8 72. A prevailing PAGA plaintiff is entitled to his or her "reasonable [attorney] fees." Labor
9 Code § 2699(g)(1).

10 73. This case was handled on a contingency basis, and we advanced all costs

11 74. We have a four-attorney firm. We specialize in Plaintiff's employment litigation and trying
12 cases. The partners are Timothy Sottile and myself. We usually have two associates. The case was
13 filed on May 24th, 2021. Since then, we have had some turnover of associates. An associate named
14 Payam Aframian did some work on the file, he is no longer employed here. One of our current
15 associates Nicole Burgos Romero worked extensively with me on the case.

16 75. We have a paralegal, Tom Still, who responded to Defendant's discovery. An attorney
17 assists and gives final approval.

18 76. I kept my time contemporaneously on an excel spreadsheet for events which took an hour
19 or more. This included all the pleading work, motion work, the depo prep, the mediation, and
20 opposing the motion for summary judgment.

21 77. I did not keep contemporaneous time for the many shorter events such as reviewing and
22 responding to emails, supervising the associates, phone calls, reviewing work, and reviewing the
23 shorter defense pleadings.

24 78. In preparing this declaration I reconstructed events that took less than an hour on the excel
25 spreadsheet by referring to my notes, reviewing all the pleadings, and reviewing all the emails. I
26 was not able to reconstruct all events, such as phone calls, so that the total time I am submitting is
27 less than the actual time I spent on this matter.

1 79 I made a concerted effort not to include time for the Arbitration, but there was some overlap
2 in the beginning.

3 80. California courts consider the following factors when evaluating lodestar based fee
4 requests: (1) the results achieved; (2) the novelty and difficulty of the questions involved and the
5 skill displayed in presenting them; (3) the response of the Class to the settlement, including a lack
6 of objections to the settlement terms, and particularly to the fee award; (4) counsel's experience,
7 reputation, and ability; (5) counsel's preclusion from other work; and (6) the contingent nature of
8 the fee award. (See Ketchum v. Moses, (2001) 24 Cal. 4th 1122, 1139).

9 82. We received an excellent result. The settlement was in excess of a million dollars and there
10 were cognizable legal and factual defenses, some of which could have resulted in a defense verdict.
11 After fees and costs the PAGA penalty fund will be close to \$700,000 of which the state will
12 receive 75%.

13 83. Some of the questions involved were quite novel in the context of wage and hour litigation.
14 More specifically, it is very rare in my experience to have FLSA based defenses in a case brought
15 under the California Labor Code. This required quite a bit of research and ascertaining how the
16 FLSA and the Labor Code intersected. It required reading federal cases from various circuits to see
17 how courts ruled on these issues especially the portal-to-portal issues. It also required reading and
18 digesting numerous federal authorities and cases to see if these arguments could be defeated or at
19 least if there were triable questions of fact that existed.

20 84. I believe the opposition to the motion for summary judgment we filed was thorough, well
21 researched and hopefully persuasive.

22 85. As set forth above I have thirty-six years of experience in litigation, the great majority of
23 which has been representing Plaintiffs in contingency based litigation. I have spent at least the last
24 twenty-five years specializing in Plaintiffs employment litigation. I have handled many wage and
25 hour disputes both in individual cases, multi-Plaintiff cases, opt out cases, PAGA only actions,
26 class actions and combined PAGA and class actions.

27 86. We handled this case on a strictly contingency basis. We advanced all costs. Contingency
28

1 work of this nature is always risky as there is a chance we can lose the case, recover less than
2 expected, or even if we get a verdict, face the likely appeal. In addition, it is often years before we
3 get paid for our work. Sometimes, defendants will go Bankrupt.

4 87. I believe an appropriate and reasonable hourly rate for me in this matter would be nine
5 hundred dollars (\$900.00) per hour. I base this on my thirty-six years of Plaintiff's litigation
6 experience, twenty years of specializing in employment litigation, my credentials, my prior
7 successes, and my knowledge of the range of rates charged by both Plaintiff and defense attorneys
8 in this field.

9 88. Payam Aframian at the time he worked on the case was a seven-year attorney who had
10 worked for us for several years. He spent his time working on employment litigation matters. I
11 would estimate that he spent approximately 5 hours drafting the 4 PAGA letters in this case and
12 discussing various issues with me. I believe a reasonable hourly rate for his services is \$450.00 per
13 hour.

14 89. Nicole Burgos Romero is a two-year attorney who has been with us for about a year and a
15 half. I believe a reasonable hourly rate for her services would be \$300.00 per hour. Her Declaration
16 detailing the work she did is submitted herewith

17 90. Tom Still our paralegal spent 24.7 hours responding to discovery in this case. He has been
18 doing this work for us for at least the last 5 years. He kept contemporaneous time records as he is
19 an hourly employee. A copy of his time records, kept on an excel spreadsheet is attached as

20 **Exhibit 4**

21 91. I believe a reasonable hourly rate for his services is \$100.00 per hour.

22 92. I have not included some smaller amounts of time spent on this case by Tim Sottile, our
23 associates Charles Casado or Kasra Ramez or a contract lawyer Sarah Farr. I would estimate they
24 spent approximately 20 hours altogether on this case

25 93 I have personally spent 129.4 hours on this case to date. I anticipate spending at least
26 another ten hours at the motion and doing all the necessary follow-up. So, my total time will be
27 approximately 140 hours. A copy of my time record is attached as **Exhibit 5**

94. Total lodestar per timekeeper

- | | | |
|------------------------|--------------|-----------|
| • Michael Baltaxe | 140 x 900 | \$126,000 |
| • Nicole Burgos Romero | 58.8 x 300 | \$17,640 |
| • Payam Aframian | 5 x \$450 | \$2250 |
| • Tom Still | 24.7 x \$100 | \$ 2470 |

I declare under penalty of perjury under the laws of the United States and the state of California that the foregoing is true and correct. Executed this 18th day of October 2023 in Agoura Hills, California.

/s/ Michael F. Baltaxe
MICHAEL F. BALTAXE, ESQ.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Diana Lopez (“Plaintiff” or “Lopez”) and defendant White Memorial Medical Center (“White Memorial” or “Defendant”). Plaintiff and White Memorial collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

Complaint and Amendments

1. On November 13, 2020, Lopez filed her individual lawsuit against Defendant in Los Angeles Superior Court, case no. 20STCV43586. Specifically, Lopez asserts claims against Defendant for (1) race/color/ethnicity/national origin discrimination in violation of FEHA; (2) disability discrimination in violation of the FEHA; (3) race/color/ethnicity/national origin harassment in violation of FEHA; (4) retaliation in violation of FEHA; (5) failure to prevent discrimination, retaliation or harassment in violation of FEHA; (6) retaliation/discrimination for utilizing FMLA/CFRA; (7) rest period pay, meal period pay, interest, attorneys’ fees, costs & penalties pursuant to California Labor Code §§ 218.5, 218.6, 226.7, and 512; (8) failure to pay overtime wages; (9) violation of California Business & Professions Code §17200; (10) assault; and (11) violation of Labor Code §1102.5. The parties stipulated to arbitration and Lopez filed her claims in arbitration with JAMS. (the “Lopez Arbitration.”)

2. On September 24, 2020, Plaintiff sent notice to the Labor & Workforce Development Agency (“LWDA”) alleging various Labor Code violations by Adventist Health System West seeking, on behalf of the State of California, to represent current and former case managers of Adventist Health in California for missed meal and rest periods. On November 1, 2020, Plaintiff sent an “Amended PAGA Letter” to the LWDA alleging various Labor Code violations by Adventist Health and seeking, on behalf of the State of California, to represent current and former case managers of Adventist Health for an additional claim of uncompensated work time. On January 5, 2021, Plaintiff sent a “Second Amended PAGA Letter” to the LWDA, seeking to represent current and former nonexempt employees of Adventist Health for uncompensated work time. And, on January 15, 2021, Plaintiff sent a “Third Amended PAGA Letter” to the LWDA alleging that White Memorial had failed to pay all nonexempt employees for uncompensated work time, including but not limited to, time spent undergoing pre-shift screenings for exposure to COVID-19.

3. On May 24, 2021, Plaintiff filed a second lawsuit against White Memorial in Los Angeles Superior Court, Case No. 21STCV19484 (the “PAGA Action”). Plaintiff asserts claims against White Memorial on behalf of the State of California and other Aggrieved Employees to recover civil penalties under Labor Code section 2698 et seq. for (1) unpaid overtime in violation of California Labor Code §§ 200 *et seq.*, 510, 558, 1194; (2) final wages not timely paid in violation of California Labor Code §§ 201, 202 and 203; (3) wages not timely paid during employment in violation of California Labor Code §§ 204 and 210; and (4) inaccurate wage statements in violation of California Labor Code §§ 226 and 226.3. Plaintiff also alleges additional claims on behalf of current and former case managers for (1) unpaid meal period

premiums in violation of California Labor Code §§ 226.7 and 512; and (2) unpaid rest period premiums in violation of California Labor Code §§ 226.7 and 512.

4. On July 15, 2021, Defendant filed its Answer in the PAGA action, denying Plaintiff's allegations and asserting affirmative defenses.

5. The Parties engaged in written discovery. Plaintiff served Employment Form interrogatories, two sets of Special Interrogatories, and two sets of Requests for Production of Documents to Defendant. Defendant served Requests for Production of Documents to Plaintiff. The Parties also took depositions. Plaintiff took the deposition of one of White Memorial's witnesses, and Defendant took Plaintiff's deposition.

6. On January 31, 2023, the Parties engaged in mediation with an experienced mediator, Mariam Zadeh, Esq., but were unable to reach a settlement.

7. On May 5, 2023, Defendant filed a motion for summary judgment or, in the alternative, summary adjudication. On July 6, 2023, Plaintiff filed her opposition to Defendant's motion.

8. Over the course of several months of negotiations and with the continued assistance of the mediator, the Parties reached a settlement of the PAGA Action on behalf of the State of California and all nonexempt employees employed by White Memorial from March 16, 2020 ("Aggrieved Employees"), the terms of which are memorialized in this Agreement, and the Lopez Arbitration, the terms of which are memorialized in a separate confidential agreement.

9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the PAGA Action have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on the asserted claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

10. Pursuant to Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees under PAGA (defined in Section 8 for the purposes of this Action) must be distributed as follows: Seventy-Five Percent (75%) to the State and Twenty-Five Percent (25%) to the Aggrieved Employees.

11. Labor Code section 2699(1)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties hereby seek approval from this Court of the Settlement Agreement pursuant to California Labor Code section 2699(1)(2).

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

II. SETTLEMENT TERMS AND CONDITIONS

12. **Gross Settlement Amount.** Defendant will cause to be paid up to a maximum of One Million and Fifty Thousand Dollars (\$1,050,000) ("Gross Settlement Amount") in full and final satisfaction of the PAGA Action. The Gross Settlement Amount shall be divided among

the following: (a) the PAGA Penalties Fund, (b) Plaintiff's Approved Attorneys' Fees and Costs, (c) Plaintiff's Service Award, and (d) Settlement Administration Costs.

13. **PAGA Penalties Fund.** Individuals employed by Defendant in California and who were classified as hourly, non-exempt employees any time from March 20, 2020 through October 17, 2022 (the "Settlement Period") are "Aggrieved Employees." The PAGA Penalties Fund shall be equal to the total Gross Settlement Amount, less (a) the court-approved Attorneys' Fees and Costs Award, (b) the court-approved Service Award payable to Plaintiff (i.e., \$2,500), and (c) all Settlement Administration Costs payable to the Settlement Administrator. The PAGA Penalties Fund will be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"), in the proportions set forth below, in full and final satisfaction of the Settled Claims. Pursuant to California Labor Code section 2699(i), Seventy-Five Percent (75%) of the PAGA Penalties Fund Will be paid to the LWDA. The remaining Twenty-Five Percent (25%) of the PAGA Penalties Fund Will be paid to all Aggrieved Employees according to the following formula:

(a) The Third Party Administrator ("TPA") will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use one of the following formulas based on the different claims alleged for the Aggrieved Employee populations:

(1) **Employees Other Than Care or Case Managers:** Individual Aggrieved Employee Settlement Payment = [twenty-five percent (25%) of PAGA Penalties Fund] x ([Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period x (1.0 if the Individual Aggrieved Employee was never a Care or Case Manager during the Settlement Period)]; or

(2) **Care or Case Managers:** Individual Aggrieved Employee Settlement Payment = [twenty-five percent (25%) of PAGA Penalties Fund] x ([Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period x (1.1 if the Individual Aggrieved Employee was a Care or Case Manager during the Settlement Period)]).

14. **Plaintiff's Approved Attorneys' Fees and Costs.** In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the PAGA Action, and subject to approval by the Court, the Parties agree that Plaintiff's Counsel may seek payment from the Settlement Fund for up to Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500) in attorney fees, and incurred costs and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000) ("Plaintiff's Approved Attorneys' Fees and Costs"). If the Court approves less than the requested amount or Plaintiff's Counsel's incurred costs of less than these amounts, the remainder will be retained in the PAGA Settlement Fund for distribution to Aggrieved Employees and the LWDA.

15. **Service Award and General Release by Plaintiff.** In exchange for the general release provided herein, Defendant agrees that Plaintiff may receive from the Gross Settlement Amount a service award of up to the total sum of Two Thousand Five Hundred Dollars (\$2,500) ("Service Award"). In exchange for this Service Award, Plaintiff on behalf of herself, her heirs, representatives, successors and assigns hereby fully and finally releases and discharges Defendant, its parents, subsidiaries, affiliates and related entities and its respective past and present stockholders, members, managers, directors, officers, employees, attorneys, insurers, agents, representatives, administrators, successors and assigns (collectively the "Released Parties"), from and of any and all claims, demands, obligations, causes of action, rights, liabilities, promises, agreements, debts, losses, controversies, actions, suits, judgments, damages, restitution, penalties, interest, liens, expenses, attorneys' fees, expert fees, and costs, all of any nature whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, asserted or unasserted, which Plaintiff ever had, now have, or hereafter may have against the Released Parties, or any of them, from the beginning of time up until the Effective Date. This general release includes, but is not limited to any and all claims whether based in equity or at law, including without limitation any federal, state or local statute, code, regulation, rule, ordinance, constitution, order or at common law; any claim for unpaid wages, penalties, expenses, bonuses, sick leave, holiday pay, vacation pay, benefits; any claim for wrongful termination, constructive discharge, breach of contract, breach of implied covenant of good faith and fair dealing, breach of public policy, libel, slander, defamation, retaliation, discrimination, harassment, unfair practices, violation of the right of privacy, interference with contract or prospective economic advantage, and emotional distress; and any claim relating to Plaintiff's employment with Defendant or the conclusion of that employment. This general release does not release any claim for workers compensation benefits, unemployment compensation benefits, or breach of this Settlement Agreement nor does it release the right to enforce this Settlement Agreement or obtain payment of the Settlement Amount. This release does not prevent Plaintiff from filing a charge or complaint with a government agency against the Released Parties, however, it does prevent Plaintiff from making any individual or personal recovery against any of the Released Parties, including the recovery of money damages, reinstatement or other legal or equitable relief, as a result of filing such a charge or complaint, with the exception of any right to receive an award for information provided to the Securities and Exchange Commission.

16. By executing this Settlement Agreement, Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

If the Court should award less than the maximum amount for a Service Award, the difference between the amount awarded and the maximum allotment will be included in PAGA Settlement Fund, but the general release in this Section shall not be affected.

17. **Settlement Administration Costs.** The Parties have mutually agreed to ask the Court to appoint ILYM GROUP INC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and calculating and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Absent mutual written agreement of the Parties, Settlement Administration Costs shall not exceed Fifteen Thousand Nine Hundred Fifty Dollars (\$15,950) (the "Settlement Administration Costs"). In the event Settlement Administration Costs exceed \$15,950, such additional costs shall be deducted from the Gross Settlement Amount.

18. **Court Approval of the Settlement and Distribution of Settlement Payments.** The Parties will present this Settlement Agreement to the Court and the LWDA pursuant to California Labor Code section 2699(I)(2), and shall request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). It shall be the responsibility of Plaintiff's counsel to file a motion seeking approval of the Settlement. Defendant shall not oppose any motion seeking approval of the Settlement, provided such motion is consistent with the terms of this Settlement Agreement. Consistent with the requirements of California Labor Code section 2699(I)(3), Plaintiff shall submit to the LWDA a copy of the Court's final Order and Judgment within ten (10) days of the entry of such Order and Judgment.

19. **List of Aggrieved Employees.** Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employee's full name; most recent mailing address and telephone number; Social Security number; and the start and end date of employment during which each Aggrieved Employee worked during the Settlement Period; and will identify whether the employee worked as a care or case manager during the relevant period. The Settlement Administrator shall hold and maintain all Aggrieved Employee information provided by Defendant and its Counsel in strict confidence, shall not share the information with Plaintiff's counsel or any other attorneys, shall safeguard it against theft or misuse, and shall use it only for the purposes of this Settlement and no other purpose.

20. **Funding of the Settlement.** Within fourteen (14) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount by depositing the money into a qualified settlement fund to be established by the Settlement Administrator. "Effective Date" means the date after which the Settlement is approved and the Court's Judgment becomes final and no longer subject to timely post-judgment motion or appeal ("Judgment"). The Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. Within fourteen (14) calendar days of the deposit of the

Settlement Consideration with the Settlement Administrator, the Settlement Administrator will issue the payments provided for by this Settlement Agreement to: (a) the Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. **Settlement Payments to Aggrieved Employees.** The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund ("Settlement Check"). Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Settlement Checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Settlement Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement Checks by the Settlement Administrator will be tendered to the unclaimed property fund maintained by the Office of the Controller of the State of California. All payments to Aggrieved Employees, Plaintiff, and Plaintiff's Counsel will be treated as miscellaneous income for which IRS Forms 1099 will be issued. The Settlement Administrator shall maintain records of all payments made to Aggrieved Employees (including those made to the unclaimed property fund) and attest to the terms of its compliance with this Settlement Agreement in a form approved by Defendant's counsel and Plaintiff's Counsel, and inform Defendant and its counsel of the names of any Aggrieved Employees whose portion of the Settlement Consideration were delivered to the unclaimed property fund. The delivery of any Aggrieved Employee's portion of the Settlement Consideration to the unclaimed property fund shall not impact the release provided in Section 22, which shall remain binding on any such Aggrieved Employee. The Settlement Administrator shall defend and indemnify the Parties and their respective counsel as to any and all claims pertaining to any claimed failure to make the required payments pursuant to this Settlement as approved by the Court, any taking or inappropriate use or sharing of Aggrieved Employee information, and any breach of its obligations pursuant to this Agreement.

22. **Settled Claims and Limited Release by Aggrieved Employees.** Upon entry of the Order and Judgment, the LWDA and each Aggrieved Employee, shall and hereby does fully and finally release and forever discharge the Released Parties of and from any and all claims for PAGA penalties under the California Labor Code (including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194), California Industrial Welfare Commission Wage Orders, regulations, and other provisions of law that were alleged or which could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action and Plaintiff's letters to the LWDA, from the beginning of time up to the Effective Date ("Settled Claims"). Aggrieved Employees, other than Plaintiff, will not be deemed to have released individual wage and hour claims by virtue of this Settlement.

23. **No Credit Toward Benefit Plans.** Payments to Aggrieved Employees, including Plaintiff, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

24. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

25. **Procedures in the Event of Non-Approval of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided in Sections 12 and 13; or (ii) the Settlement does not become final for any other reason, the Parties shall cooperate in good faith to agree on amended Settlement terms sufficient to accommodate the Court's grounds for not granting approval of the Settlement. If the Parties are unable to agree on amended Settlement terms to present to the Court for approval, the Parties agree to submit to mediation for the purpose of reaching such an agreement. Plaintiff and Defendant shall evenly split the cost of any such mediation.

26. **Judgment and Continued Jurisdiction.** After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

27. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

28. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

29. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

30. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

31. **California Law Governs.** All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California

32. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign, PDF, etc.), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

33. **Acknowledgment that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length mediation and negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

34. **Waiver of Certain Appeals.** The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court. The Parties agree that any reduction in Attorneys' Fees or Costs by the Court is not a material term to this Agreement and will not affect the enforceability of the Agreement or the Releases contained herein.

35. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

36. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

37. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

38. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

39. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

40. **Limitation on Public Statements About Settlement.** Neither Plaintiff's Counsel nor Defendant's Counsel shall publicize the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. Plaintiff and Plaintiff's Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Plaintiff's Counsel or Defendant or Defendant's Counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.

III. MISCELLANEOUS TERMS

41. **No Admission of Liability.** Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff or any other person, and Defendant specifically disclaim any such liability or wrongdoing. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit.

- a. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

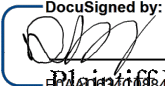
- b. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

42. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no prior written or oral representations, warranties, covenants, agreements or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/20/2023

DocuSigned by:

 Plaintiff Diana Lopez

Dated: 10/31/2023


 Francis 'Chip' Owens, Treasurer [name]
 For Defendant White Memorial Medical Center

Dated: 10/20/23


 Michael Baltaxe
 Sottile Baltaxe
 Attorney for Plaintiff Diana Lopez

Dated: 10/31/2023


 Sheryl Skibbe
 Vedder Price (CA), LLP
 Attorney for Defendant White Memorial Medical Center

EXHIBIT 2

SOTTILE BALTAxe COST BREAKDOWN
Diana Lopez v. White Memorial
21STCV19484

Attorney Service Costs/Filing Fees:

May 25, 2021	Rapid Legal- Filing Lawsuit	\$463.80
July 6, 2021	Rapid Legal- Process Serving of Complaint	\$12.39
July 6, 2021		\$16.73
	Rapid Legal- Filing Proof of Service	
July 6, 2021		\$16.73
	Rapid Legal - Filing of Proof of Service	
August 18, 2021	Rapid Legal- Filing CMC Statement & Post Jury Fees	\$103.77
September 10, 2021	Rapid Legal- Filing Notice of Settlement	\$16.73
August 31, 2021	LA Court Connect- Court call	\$15.00
September 25, 2020	LWDA- PAGA Filling	\$75.00
Total Attorney Service Costs:		\$720.15

Deposition Transcript/Court Reporter Costs:

April 22, 2022		\$611.65
	Veritext- Depo of Diana Lopez #1	
September 24, 2022		\$626.85
	Veritext- Depo of Diana Lopez #2	
April 20, 2023		\$1,041.53
	Atkinson-Baker- Depo of Arlene Lara	

SOTTILE BALTAxe COST BREAKDOWN
Diana Lopez v. White Memorial
21STCV19484

Total Deposition Costs	\$2,280.03
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Mediation Costs:

November 1, 2022	Resolve Consulting- Mediation	\$7,750.00
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Total Mediation Costs	\$7,750.00
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Miscellaneous Costs:

October 30, 2021	Coix Health- records from Adventist	\$132.24
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Total Miscellaneous Costs	\$132.24
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TOTAL COSTS INCURRED:	<u><u>\$10,882.42</u></u>
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EXHIBIT 3

Case Name: VED-VP.FID4759007

Thursday, July 13, 2023

Requesting Contact Name:	Ashley D. Stein
E-Mail:	astein@vedderprice.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Assumptions: PAGA Settlement

ASSUMPTIONS	
Total Number of Aggrieved Employees	2,800
NCOA	Yes
Certified Spanish Translations	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Project Manager (Case notification and maintenance)	Hourly	\$150.00	7	\$1,050.00
Toll Free Telephone Support	Flat Rate	\$450.00	1	\$450.00
Certified Spanish Translations	Flat Fee	\$1,250.00	0	\$0.00
NCOA	Flat Rate	\$356.00	1	\$356.00

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

Subtotal \$2,456.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	7	\$1,050.00
Account Reconciliation & Distribution Reporting	Hourly	\$150.00	6	\$900.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	2,800	\$4,200.00
USPS First Class Postage	Per Piece	\$0.63	2,800	\$1,764.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	840	\$1,680.00
Preparation of Taxes	Hourly	\$125.00	6	\$750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$11,844.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$150.00	3	\$450.00
Process Uncashed Funds	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$150.00	3	\$450.00

Subtotal \$1,650.00

TOTAL CASE ESTIMATE: \$15,950.00

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

Case Name: **Lopez (PAGA Claim)**

DATE	ACTIVITY	HRS
17-Nov-21	TFS -- review Client initial response to Discovery requests	0.8
18-Nov-21	TFS -- t/c w/ Client re: Discovery; draft discovery for Client review	4.5
16-Dec-21	TFS -- review Client's email and docs; further draft discovery for Client review; email Client re: same	5.0
17-Dec-21	TFS -- review Client's email; t/c w/ Client re: Discovery; further draft discovery for Client review; email Client re: same; serve Discovery Responses upon Defendant	7.0
24-Jan-22	TFS -- review Client's email; t/c w/ Client re: SUPP-Discovery; draft discovery for Client review; email Client re: same	3.2
25-Jan-22	TFS -- t/c w/ Client re: SUPP-Discovery; further draft discovery for Client's review	2.3
27-Jan-22	TFS -- further draft discovery for Client review; email Client re: same; serve Discovery Responses upon Defendant	1.9
	TOTAL	24.7

EXHIBIT 5

Case Name: **Lopez (PAGA Claim)**

DATE	ACTIVITY	HRS
24-Sep-20	review and discuss PAGA notice with PAF ; various emails re PAGA case	0.4
25-Sep-20	various emails re case	0.2
14-Oct-20	various emails with co counsel re status	0.2
28-Oct-20	emails with PAF re standing	0.2
1-Nov-20	review and discuss PAGA notice #2 with PAF	0.3
2-Nov-20	various emails re statutes of limitation	0.3
2-Dec-20	review Arbitration agreements	1.1
16-Dec-20	email to PAF re Arbiration agreement, email to client re same	0.3
21-Dec-20	emails to defense counsel re PAGA claim and arbitration	0.3
24-Dec-20	emails with defense counsel re Arb of PAGA claim	0.2
5-Jan-21	review and discuss PAGA letter #3 with PAF	0.3
15-Jan-21	review and discuss Paga letter #4 with PAF	0.3
16-Jan-21	emails with PAF re PAGA only retainer	0.2
16-Feb-21	various emails to staff re Paga SOL	0.3
19-Mar-21	meeting with client re claim	0.7
11-May-21	emails to client re case and retainer	0.3
12-May-21	emails to client re case	0.2
14-May-21	preparation of Paga only retainer and conflict waivers mfb	1.1
15-May-21	prepare rough draft of complaint	3.9
17-May-21	various emails re PAGA retainer	0.3
20-May-21	emails to client re PAGA retainer	0.3
25-May-21	emails with defense counsel enclosing PAGA lawsuit	0.3
1-Jun-21	emails with defense counsel work on and review notice of acknowledgement of receipt	0.5
7-Jun-21	review notice of case reassignment	0.2
21-Jun-21	review notice of CMC and calendar	0.3
23-Jun-21	emails with defense counsel re electronic service	0.2
1-Jul-21	prepare notice of CMC	0.2
16-Jul-21	review Defendants motion to stay case pending Arbitration of Lopez individual claims in Arbitration	1.5
17-Jul-21	review Ds answer to complaint	0.5
19-Jul-21	legal research re Defendants motion to stay	2.3
9-Aug-21	begin research and working on oppo to motion to stay	2.6
11-Aug-21	review work done by contract attorney on motion to stay , finalized by TBS	1.1
20-Aug-21	review Defendants reply re motion to stay	1.0
25-Aug-21	various emails with associate VF re motion to stay appearance	0.2
29-Aug-21	review courts order re motion to stay	0.3
9-Sep-21	prepare and review CMC statement , review Ds version	0.4
20-Sep-21	draft Plaintiffs initial set of discovery and finalize same after associate VF worked on it mfb	3.9
25-Sep-21	review depo notice for Plaintiff mfb	0.2
15-Oct-21	review amended depo notice of Plaintiff mfb	0.2
16-Oct-21	review Ds posting of jury fees	0.2
19-Oct-21	various emails with defense counsel re discovery extensions	0.2
28-Oct-21	review Ds RTP, assign to Tom Still	0.5

Case Name: **Lopez (PAGA Claim)**

DATE	ACTIVITY	HRS
9-Nov-21	review defendants responses to discovery	1.2
10-Nov-21	various emails re client responding to discovery	0.3
12-Nov-21	depo prep of Plaintiff day 1 with NB	6.2
16-Nov-21	prepare notice of association of counsel	0.2
1-Dec-21	various emails re Plaintiff responding to discovery	0.3
2-Dec-21	various emails re Defendants responses to discovery	0.3
7-Dec-21	meet with associate Kasra re Bel Air notices , various emails re same	0.4
9-Dec-21	email to client re case and discovery	0.2
15-Dec-21	review email from client	0.2
17-Dec-21	review Plaintiffs responses to discovery	1.1
24-Jan-22	review 2nd amended depo notice of Plaintiff ; review Defendants meet and confer re discovery	0.5
25-Jan-22	review plaintiff's supplemental responses to discovery mfb	0.6
18-Feb-22	depo prep of Plaintiff day 2	5.1
22-Feb-22	email to client re depo	
25-Feb-22	review 3rd amended depo notice of Plaintiff mfb	0.2
16-Aug-22	zoom meeting with client re case mfb	0.5
5-Oct-22	review emails from defense counsel re claims	0.2
11-Oct-22	various emails re defendants msj and mediation	0.4
12-Oct-22	meet with associate NBG to discuss ds proposed ex parte	0.2
13-Oct-22	review Defendants ex parte application to specially set msj	0.8
14-Oct-22	review courts order re ex parte application	0.2
17-Nov-22	various emails re mediation with Zadeh	0.3
22-Nov-22	review correspondence from mediator	0.2
18-Jan-23	email with defense counsel re scope of mediation	0.3
20-Jan-23	phone calls with witnesses ahead of mediation	0.5
24-Jan-23	work on mediation brief; statement of facts and liability	3.8
25-Jan-23	work on and finalize mediation brief, facts and liability, discuss with NBR	4.7
31-Jan-23	mediation mfb	8.5
1-Feb-23	review courts order re specially setting defendants MSJ	0.2
3-Feb-23	phone call with witnesses re case	0.3
15-Feb-23	pc with witness re screening policy	0.5
16-Feb-23	phone call with co counsel re witnesses	0.3
27-Mar-23	review Defendants responses to discovery set 2 , speak to Nicole	0.9
4-Apr-23	preliminary legal research re de minimus rule in California cases mfb	1.0
5-Apr-23	prepare for and take depo of Lara, meet with NB re plans going forward	2.4
6-May-23	review Ds MSJ and all supporting documents , meet with NGB re same and plan of attack	2.9
15-May-23	review and respond to email from defense counsel re discovery and potential settlement	0.5
29-Jun-23	various emails re moving trial date and msj hearing	0.2
30-Jun-23	begin legal research on federal issues from Ds msj	4.6
30-Jun-23	review emails re msj templates	0.2
3-Jul-23	zoom meeting with client re msj and facts	1.3

Case Name: **Lopez (PAGA Claim)**

DATE	ACTIVITY	HRS
4-Jul-23	Legal research on portal to portal argument , various emails to Nicole re same	3.5
5-Jul-23	further work on msj oppo;further legal research re portal to portal , begin drafting that portion of the opposition	5.1
6-Jul-23	further work on msj oppo; write statement of facts, begin draftin deminimis portion finalize msj oppo; meet with associates re pieces of oppo; LR re deminimis	11.3
7-Jul-23	pc with mediator re defense offer mfb	0.4
7-Jul-23	review email from defense counsel re continuing msj and trial	0.3
9-Jul-23	various texts with mediator re settlement mfb	0.5
10-Jul-23	texts with mediator re final deal; various emails with D counsel re notice of settlement	0.5
10-Jul-23	zoom with client re settlement proposals mfb	0.4
14-Jul-23	prepare and review notice of continuance of hearing	0.3
17-Jul-23	review courtv order re notice of settlement , calendar	0.2
20-Jul-23	emails re waiting for PAGA settlement agreement	0.3
21-Jul-23	review draft PAGA settlement agreement	1.3
3-Aug-23	review notice of case reassignment	0.2
4-Aug-23	prepare notice of case reassignment for service	0.2
17-Aug-23	review email from defense counsel re settlement agreement	0.2
18-Aug-23	email to defense counsel re settlement agreement	0.2
24-Aug-23	make redline changes to settlement agreement , email defense counsel	0.8
25-Aug-23	emails with defense counsel finalizing agreement	0.2
28-Aug-23	emails to Plaintiff re settlment agreement	0.2
31-Aug-23	received settlement agreement signed by plaintiff	0.2
6-Sep-23	various emails re settlement agreement mfb	0.2
12-Oct-23	begin to review time entries and file for lodestar	2.9
13-Oct-23	pc with court clerk mfb	0.2
16-Oct-23	begin working on Declaration in support of approval motion mfb	3.5
17-Oct-23	further work on my declaration in support of approval motion	6.8
18-Oct-23	further work on my declaration in support of approval motion, work on time reconstruction mfb	8.6
	TOTAL	129.4

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years of age and not a party to the within action. My business address is 28632 Roadside Drive, Suite 100, Agoura Hills, CA 91301.

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SERVICE LIST

Sheryl L. Skibbe, Esq. Ashely D. Stein, Esq. VEDDER PRICE (CA) LLP 1925 Century Park East, Suite 1900 Los Angeles, California 99067 Telephone: (424) 204-7700 Facsimile: (424) 204-7702 sskibbe@vedderprice.com astein@vedderprice.com dpippo@vedderprice.com	Attorneys for Defendant WHITE MEMORIAL MEDICAL CENTER
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