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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JEANINE WILSON, an individual, on
behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

v.

SUNCREST HOSPICE SAN JOSE, LLC,
a Limited Liability Company; SUNCREST
HOSPICE SACRAMENTO, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **21CV376396**

**AMENDED DECLARATION OF SERGIO
J. PUCHE IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing Date: August 7 2025

Hearing Time: 1:30p.m.

Judge: Hon. Charles F. Adams

Dept.: 7

Action Filed: February 23, 2021

Trial Date: Not Set

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiff Jeanine Wilson (“Plaintiff”). As such, I am fully familiar with the
4 facts, pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff’s
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could and would testify competently to the matters stated
7 herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC.,
10 (“Defendant”) is attached as Exhibit #1. On December 13, 2024 the Parties engaged in a mediation
11 session before mediator Steve Serratore, Esq. Through arms-length negotiations with the assistance of
12 the mediator, the Parties reached an agreement to settle the PAGA claims in this Action which led to
13 the signing of a Memorandum of Understanding.

14 3. The Litigation –

15 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
16 Workforce Development Agency (“LWDA”) on October 16, 2020 on behalf of Plaintiff Jeanine
17 Wilson, requesting authorization from the LWDA to seek civil penalties as provided by the Private
18 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
19 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #6. The 65-day
20 notice period for the LWDA to notify of its intent to investigate has expired for the Plaintiff on
21 December 20, 2020. On February 1, 2024, Plaintiff Wilson filed a Representative Action Complaint
22 in this Court against Defendant’s Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento,
23 LLC,,, alleging a single cause of action for recovery of civil penalties for Violation of the PAGA
24 [Labor Code §§ 2698, *et seq.*].

25 Plaintiff and Defendant agreed to private mediation with Steve Serratore, Esq. Prior to the
26 mediation, the Parties conducted significant investigation and discovery of the facts and law.
27 Defendant produced documents relating to its policies, practices, and procedures regarding paying
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1 non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
2 operations policies, and more. Plaintiff was provided with sufficient records and data to determine the
3 number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties
4 agree that the above-described investigation and evaluation, as well as the information exchanged
5 during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions
6 and to compromise the issues on a fair and equitable basis.

7 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
8 liable for Regular Rate claims resulting from failing to include Bonus compensation in the regular rate
9 of pay leading to underpaid overtime and underpaid wick pay wages. Additionally, Plaintiff argued
10 Meal and Rest Period claims after an analysis of the time punch records reflect a meal break violation
11 rate of 38% of all shifts (122,398 violations). 28% of the violations were for late, 8.8% were for missed
12 first meals, 4.7% were for short, and 2.5% were for missed second meals. 83% of meal periods were
13 also rounded to exactly 30 minutes. Moreover, pursuant to Defendants' policies, the aggrieved
14 employees were always on call and required to be available and ready to respond to calls including
15 during breaks. There were no carve outs of this expectations or relief provided for breaks. To the
16 contrary, employees were disciplined for ever delaying their response to one of these calls beyond
17 anything that could be construed as "IMMEDIATE." Further, Defendant failed to state the total hours
18 worked on wage statements. For example, Hazardous pay was included in the total hours worked on
19 the wage statements provided by Defendant dated prior to 5/30/2020 although the pay was a shift
20 differential that added pay for time already worked. As a result, the inclusion of the hours in total
21 hours worked erroneously overstated the amount of total hours and caused the wage statements to be
22 inaccurate Finally, Defendants failed to provide reimbursement for business expenses as Defendant's
23 failed to provide any reimbursement for Plaintiff and the Aggrieved Employees use of their personal
24 cell phones for the job.

25 (c) On December 13, 2024, the Parties engaged in a mediation session before Mediator
26 Steve Serratore, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
27 laws and representative claims at issue in this action. Through arms-length negotiations with the
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1 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
2 which led to the signing of a Memorandum of Understanding memorializing the settlement

3 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
4 settle Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
5 ("Individual Settlement") (Agreement at ¶¶ 1.12, 2.3, 3.1, 5.1.1). The individual claims are not at
6 issue in this action and exist independent and apart from the PAGA claims at issue before the Court.
7 *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does
8 not strip an Aggrieved Employee of standing, as the state's authorized representative, to pursue PAGA
9 remedies" nor resolve the PAGA claims.) The Gross PAGA Settlement Amount does not include the
10 Plaintiff's separate individual settlement for individual claims that have been separately memorialized
11 in a confidential settlement agreement and separately funded by Defendant.

12 4. The claim before this Court on this motion is solely the representative claim under
13 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
14 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at
15 ¶ 6.1). The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount"
16 payment in the amount of \$1,335,000 to resolve the Released PAGA Claims (hereinafter referred to as
17 the "PAGA Settlement"). From this PAGA Gross PAGA Settlement Amount of \$1,335,000, there is a
18 deduction of attorneys' fees ("PAGA Counsel Fees Payment") up to \$445,000 (which is one-third of
19 the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses
20 Payment") in an amount not to exceed \$60,000, and Settlement Administration Costs ("Administration
21 Expenses Payment") not to exceed \$8,600. (Agreement at ¶¶ 3.2.1-3.2.4). After these deductions, the
22 amount remaining is the "PAGA Payment", which is estimated to be no less than \$821,400. Of the
23 PAGA Payment amount, seventy-five percent (75%) (no less than \$616,050) will be paid to the LWDA
24 and the remaining twenty-five percent (25%) (no less than \$205,350) will be paid to the Aggrieved
25 Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699 as explained
26 by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies because this
27 Action was filed before June 2024.

1 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
2 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
3 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
4 The PAGA Period is the time period from October 16, 2019 to February 13, 2025. (Agreement at ¶
5 1.23). Defendant represented that there are approximately 1,241 employees who collectively worked
6 approximately 39,951 PAGA Pay Periods during the PAGA Period.¹

7 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
8 Aggrieved Employees for any “Released PAGA Claims”, which means all claims for PAGA penalties
9 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint, and/or the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the
11 PAGA Period, and expressly excluding all other claims, including the Individual Settlements which are
12 subject to separate releases, claims for vested benefits, wrongful termination, violation of the Fair
13 Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, and California class claims, and Plaintiffs individual claims that are subject to a separate
15 release, and PAGA claims outside of the PAGA period. (collectively the “Released PAGA Claims”)
16 (Agreement at ¶ 5.2). The Released PAGA Claims expressly excludes all other claims, including the
17 Individual Settlements which are subject to separate releases, claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
19 social security, workers' compensation, and California class claims, and Plaintiffs individual claims
20 that are subject to a separate release, and PAGA claims outside of the PAGA period. *Id.*

21 Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all
22 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
24 Parties from all “Released PAGA Claims.” (Agreement ¶ 5.2). Lastly, payment to the Administrator in

25 ¹ At Mediation and when drafting the Settlement Agreement, Defendant provided there were 1,137
26 Employees who worked approximately 41,000 PAGA Pay Periods during the PAGA Period.
27 (Agreement ¶ 4.1). On July 11, 2025 Defendant represented that Aggrieved Employees consist of
28 approximately 1,241 employees who collectively worked approximately 39,951 PAGA Pay Periods
during the PAGA Period.

1 an amount not to exceed \$8,650 to perform the administrative duties to distribute the settlement money
2 shall also be paid. (Agreement at ¶ 3.2.2).

3 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
4 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
5 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$1,335,000
6 constitutes \$33.41 per pay period. This PAGA Settlement amount compares favorably to the estimated
7 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
8 amount of statutory PAGA civil penalties was potentially \$3,995,100 based on 39,951 pay periods
9 applicable to the Aggrieved Employees during the PAGA Period.² Importantly, however, these
10 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
11 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
12 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
13 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
14 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
15 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
16 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
17 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
18 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$205,000, which is far less
19 than this settlement provides.

20 6. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
21 for each period the employee worked in relation to meal or rest period violations, failure to pay
22 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
23 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
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25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,995,100 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and
2 that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
3 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
4 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to
5 liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
6 the PAGA notification should be awarded because the violations were not intentional, and at least one
7 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
8 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
9 violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that
10 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that
11 the action is settled in the manner and upon the terms and conditions set forth in the Agreement in
12 order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as
13 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest
14 the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
15 adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims
16 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
17 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
18 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
19 mediator, Tripper Ortman, Esq. As set forth in the accompanying proof of service, the LWDA has
20 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
21 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
22 situation where the Court needs to be concerned about the rights of absent employees as in a class
23 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
24 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
25 to look out for its own rights.

26 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
27 amount of \$445,000 representing one-third of the \$1,335,000 Gross PAGA Settlement Amount. The
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1 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
2 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
3 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
4 \$1,335,000 and this result justifies the requested fees equal to one third of this recovery. This
5 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
6 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
7 504, (2016). Second, the fee award is justified by the work performed and contributions to the case.
8 The fee award is less than PAGA Counsel's current lodestar of \$234,796.25, representing a 1.89
9 multiplier, with significant additional work to be performed. As detailed in the accompanying billing
10 statement from BNBD, true and correct copies of which are attached hereto as Exhibits #2 and #3, the
11 current lodestar for my firm in this court matter as of July 14, 2025, is \$234,796.25 for more than 347
12 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
13 time incurred after the billing was finalized and the time spent managing the completion of the
14 settlement, which I estimate will add another \$20,000 in additional lodestar. Third, the consideration
15 of the enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar
16 by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the
17 novelty and difficulty of the issues involved. Here, where an enhancement would be warranted, but
18 the fee award is less than the lodestar, there can be no question of the reasonableness of the award.

19 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
20 Counsel, which currently are \$42,601.22 which is less than the \$60,000 allocation for costs in the
21 Agreement, so the difference of \$9,465.95 will be added to the PAGA Payment amount. The litigation
22 expenses incurred by BNBD total \$25,534.05 and were all reasonably necessary to the litigation. The
23 specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

24 25 Experience and Qualifications

26 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
27 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
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1 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
2 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP have been appointed lead counsel in hundreds of contested motions for class certification
4 including many consolidated wage and hour matters.

5 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
6 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
7 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
8 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
9 the Ninth Circuit of the importance of the substantive rights of the State of California under the
10 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
11 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
12 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
13 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
14 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
15 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
16 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
17 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
18 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
19 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

20 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
21 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
22 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
23 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
24 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
25 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
26 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
27 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
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1 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
2 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
3 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
4 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
5 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
6 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
7 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
8 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
9 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
10 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
11 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
12 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
13 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
14 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
15 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
16 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
17 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
18 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
19 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
20 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
21 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
22 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
23 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
24 negotiated, and which courts have approved.

25 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
26 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
27 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
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1 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
2 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
3 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
4 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
5 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
6 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
7 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
8 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
9 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
10 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
11 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
12 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
13 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
14 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
15 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
16 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
17 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
18 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
19 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
20 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
21 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
22 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
23 No. 30-2008-00231219 (Nov. 23, 2009).

24 (d) Over the course of the litigation, a number of attorneys in the firm have worked
25 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
26 firm resume, a true and correct copy of which is attached hereto as Exhibit #4. Some of the major
27 cases our firm has undertaken are also set forth in Exhibit #4. The attorneys involved in this matter at
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1 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
2 litigation experience, much of it in the area of consumer class actions, employment class actions,
3 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
4 have extensive experience in cases involving labor code violations and overtime claims. Class
5 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
6 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
7 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
8 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
9 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
10 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
11 defendants and their capable and experienced counsel. On account of the concerted and dedicated
12 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
13 taking other cases, and in fact, had to turn away other potential fee generating cases.

14 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
15 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
16 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
17 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
18 attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
19 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
20 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
21 'in line with those prevailing in the [relevant] community'—the Central District of California".
22 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
23 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
24 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
25 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
26 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
27 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
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1 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
2 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
3 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
4 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
5 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
6 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
7 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
8 rates charged by this firm for comparable work are less than these examples and are therefore
9 undoubtedly reasonable.

10 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
11 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
12 proof of service.

13 12. Settlement Administration – ILYM Group, Inc., ("ILYM") was selected as the
14 Settlement Administrator based upon their estimate. We obtained estimates from Apex Class Action
15 Administration ("APEX"), and ILYM using the same criteria. The ILYM estimate provides for
16 Administration Expenses in the amount of \$7,800. The APEX estimate was \$9,490. As a result, the
17 lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support
18 of this motion which addresses their qualifications and their estimate as Exhibit #7.

19 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
20 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

21 14. PAGA Penalties Valuation

22 (a) On December 13, 2024, the Parties engaged in an all-day mediation. Plaintiff's
23 theory of PAGA liability as argued at mediation alleged that Defendant is liable for Regular Rate
24 claims resulting from failing to include Bonus compensation in the regular rate of pay leading to
25 underpaid overtime and underpaid wick pay wages. Additionally, Plaintiff argued Meal and Rest
26 Period claims after an analysis of the time punch records reflect a meal break violation rate of 38% of
27 all shifts (122,398 violations). 28% of the violations were for late, 8.8% were for missed first meals,
28

1 4.7% were for short, and 2.5% were for missed second meals. 83% of meal periods were also rounded
2 to exactly 30 minutes. Moreover, pursuant to Defendants' policies, the aggrieved employees were
3 always on call and required to be available and ready to respond to calls including during breaks.
4 There were no carve outs of this expectations or relief provided for breaks. To the contrary, employees
5 were disciplined for ever delaying their response to one of these calls beyond anything that could be
6 construed as "IMMEDIATE." Further, Defendant failed to state the total hours worked on wage
7 statements. For example, Hazardous pay was included in the total hours worked on the wage
8 statements provided by Defendant dated prior to 5/30/2020 although the pay was a shift differential
9 that added pay for time already worked. As a result, the inclusion of the hours in total hours worked
10 erroneously overstated the amount of total hours and caused the wage statements to be inaccurate
11 Finally, Defendants failed to provide reimbursement for business expenses as Defendant's failed to
12 provide any reimbursement for Plaintiff and the Aggrieved Employees use of their personal cell
13 phones for the job.

14 (b) Defendant represents that there are approximately 1,241 employees who collectively
15 worked approximately 39,951 PAGA Pay Period as such there were 39,951 potential violations.

16 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
17 statutory PAGA civil penalties was potentially \$3,995,100 without stacking based on 39,951 pay
18 periods applicable to the 1,241 Aggrieved Employees during the PAGA Period at a rate of \$100 per
19 pay period.³

20 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
21 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
22 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
23 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
24

25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,995,100 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
2 would be only \$125,000 at trial, which is far less than this settlement provides.

3 (e) Plaintiff believes that under the new standard announced by the California Supreme
4 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
5 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
6 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
7 were intentional or knowing as those terms are used in the Labor Code.

8 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
9 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
10 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
11 argue that the violations are because of a change in law, and not any intentional or knowing violation
12 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
13 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
14 unnecessary.

15 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
16 suffered a violation for each period the employee worked in relation to meal or rest period violations,
17 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
18 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
19 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
20 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
21 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
22 which are resolved by the Agreement. Defendant has maintained and offered information supporting
23 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
24 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
25 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
26 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
27 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
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1 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
2 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
3 attorneys believe that the PAGA Settlement is fair and reasonable.

4 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
5 Amount of \$1,335,000, the Agreement provides for the accompanying Proposed Order and Judgment
6 to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of
7 this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
8 claims of the Aggrieved Employees are being affected or released.

9 17. The release of claims is limited “all claims for PAGA penalties appears in the
10 Agreement at paragraph 5.2. The release makes clear that it binds only the named Plaintiff and the
11 State of California. The “Released Parties” are limited to “means Defendants and each of their officers,
12 directors, members, partners, owners, shareholders, employees, former employees, agents, servants,
13 attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent
14 entities, subsidiary entities, and affiliated entities.” (Agreement at ¶1.26). The release at paragraph
15 5.2 is appropriately limited to “all claims for PAGA penalties that were alleged, or reasonably could
16 have been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notices
17 submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly
18 excluding all other claims, including the Individual Settlements which are subject to separate releases,
19 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, and California class
21 claims, and Plaintiffs individual claims that are subject to a separate release, and PAGA claims outside
22 of the PAGA period.”

23 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
24 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed
26 Property Fund in the name of the individual who failed to cash their check.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
2 and correct. Executed this 14th day of July, 2025, at La Jolla, California

3 /s/ Sergio J. Puche
4 Sergio J. Puche
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Jeanine Wilson (“Plaintiff”) acting in his private attorney general capacity, and Defendants Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means *Jeanine Wilson v. Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC*; Santa Clara County Superior Court, Case No. 21CV376396, PAGA letter Sent October 16, 2020.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Santa Clara.
- 1.9. “Defendants” mean named defendants Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC.
- 1.10. “Defense Counsel” means Julie O’ Dell and Victoria Yim of the law firm of O’Dell Law Group, APC.

- 1.11. “Effective Date” means the date on which the Court signs an Order granting PAGA Settlement Approval.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of One Million Three Hundred Thirty Five Thousand Dollars (\$1,335,000), which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff or employee Jennifer Bright for a General Release of their claims, addressed further herein.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- 1.19. “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.
- 1.20. “PAGA Notice” means Plaintiff’s October 16, 2020 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from October 16, 2019 to February 13, 2025.
- 1.24. “Plaintiff” means Jeanine Wilson, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendants and each of their officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent entities, subsidiary entities, and affiliated entities.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On October 16, 2020, Plaintiff served a PAGA Notice to the LWDA of factual allegations regarding Defendants’ alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide wages when due and failure to provide suitable seating.
- 2.2. On February 23, 2021, Plaintiff filed a Class Action Complaint in the Superior Court of the State of California, County of Santa Clara (Case No. 21CV376396) alleging the following causes of action:
- a) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
 - b) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 - c) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et seq.*;
 - d) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 - e) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 - f) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
 - g) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;
 - h) Failure to Engage in The Interactive Process in Violation of Cal. Gov. Code § 12940(n);

- i) Failure to Provide Reasonable Accommodation in Violation of Cal. Gov. Code § 12940(m);
- j) Wrongful Termination in Violation of Public Policy; and,
- k) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

2.3. On June 4, 2021, Plaintiff filed a First Amended Representative Action Complaint (“FAC”), dismissing without prejudice all class and individual claims alleged in causes of action one through ten, leaving a single cause of action against Defendants for recovery of civil penalties under PAGA based on various alleged California Labor Code violations. The FAC is the “Operative Complaint.”

2.4. On June 22, 2021, Plaintiff submitted a Demand and Complaint in Arbitration with JAMS for Wrongful Termination in Violation of Public Policy, which was subsequently amended on July 7, 2023 to add all claims on an individual basis that were originally alleged in her February 23, 2021 Class Action Complaint - *Jeanine Wilson v. Suncrest Hospice San Jose, LLC* and *Suncrest Hospice Sacramento, LLC*, JAMS Arbitration No. 1100111833.

2.5. On June 22, 2021, Plaintiff submitted a Demand and Complaint in Arbitration with JAMS for Wrongful Termination in Violation of Public Policy, which was subsequently amended on July 7, 2023 to add all claims on an individual basis that were originally alleged in her February 23, 2021 Class Action Complaint. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle Plaintiff’s individual claims, as well as Ms. Jennifer Bright’s individual claims, pursuant to separate confidential Individual Settlement Agreements (“Individual Settlement(s)”). These individual claims are not at issue in the Action and exist independently and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of the Individual Settlement Agreement(s) to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of the Individual Settlement Agreement(s) will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

2.6. December 13, 2024, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendants produced documents relating to employee payroll spreadsheets, its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and

operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

- 2.8. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.
- 2.9. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other previously filed matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendants promise to pay \$1,335,000 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff or Ms. Bright for a General Release of their claims, addressed further herein.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$445,000 and PAGA Counsel Litigation Expenses Payment of not more than \$60,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. 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 Defendants harmless,

and indemnifies Defendants, 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 \$8,600 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 \$8,600, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$821,400 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$616,050) allocated to the LWDA PAGA Payment and 25% (no less than \$205,350) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment 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. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Defendants have represented that the Aggrieved Employees consist of approximately 1,137 employees who collectively worked 41,000 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount, and the Individual Settlements, by transmitting the funds to the Administrator no later than thirty (30) days of the Effective Date or April 2, 2025,

whichever date is later.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not

limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to her individual claims being separately settled with the Individual Settlement, or to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 Separate Individual Claims. Pursuant to separate confidential settlement agreements, in addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately pay Plaintiff and Ms. Bright, each, an Individual Settlement to resolve all of their individual claims. The Individual Settlements will be paid by the Settlement Administrator. The Individual Settlements are made in exchange for a general release of all individual claims arising out of employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which will be detailed in a separate confidential settlement agreement.

5.2 Release by Aggrieved Employee. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims.” “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including the Individual Settlements which are subject to separate releases, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and PAGA Notice, and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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 Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to

exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion, and Defense Counsel shall assist or not oppose, as appropriate. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings

and providing reports to the state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants have represented that the Aggrieved Employees consist of approximately 1,137 employees who collectively worked 41,000 PAGA Pay Periods during the PAGA Period. Defendants will confirm the number of Aggrieved Employees and PAGA Pay Periods through the PAGA Period. If that number is incorrect by more than 10%, then the Gross Settlement Amount will be increased proportionately. For example, if the number is 11% higher or greater than 45,509 PAGA Pay Periods, the Gross PAGA Settlement Amount will be increased by \$32.56 per PAGA Pay Period over the 45,509 PAGA Pay Periods. In the alternative, the Defendants may elect to shorten the PAGA Period to stay within the 10% cushion.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties

agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Steve Serratore, Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with discovery, the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendants unless, prior to the Administrator’s payment of all Settlement Funds, Defendants make 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: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Julie O' Dell
julie.odell@odelllawgroup.com
Victoria Yim
victoria.yim@odelllawgroup.com
O'Dell Law Group, APC
30950 Rancho Viejo Road, Suite 226
San Juan Capistrano, CA 92675
Telephone: (949) 409-1919

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendants or otherwise related to Defendants.

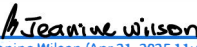
10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the

Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 04/21/2025


Jeanine Wilson (Apr 21, 2025 11:42 PDT)

Plaintiff Jeanine Wilson

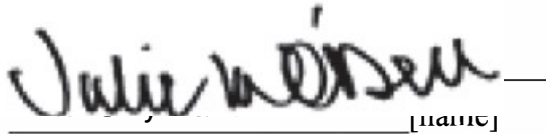
Dated: May 28, 2025



Timothy Dance [name]

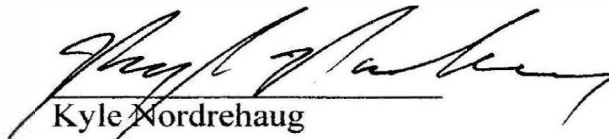
Defendant Suncrest Hospice San Jose, LLC

Dated: May 28, 2025


[name]

Defendant Suncrest Hospice Sacramento, LLC

Dated: 4/21/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 5/28/25



Julie O' Dell

Victoria Yim

O'Dell Law Group, APC

Attorneys for Defendant

EXHIBIT 2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JULY 14, 2025

JEANINE WILSON

RE: SUNCREST HOSPICE
FILE NUMBER: CA2268.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/03/20	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. DISCUSS CLAIMS WITH PLAINTIFF.	3.80	850	3,230.00
10/04/20	ND	REVIEW FACTS AND EMAILS FROM PLAINTIFF REGARDING INDIVIDUAL RETALIATION AND DFEH CLAIMS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE AND REVIEW PREVIOUS SETTLEMENTS WITH SIMILAR CLAIMS.	3.20	850	2,720.00
10/06/20	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR WAGE AND HOUR CLAIMS. ANALYZE ALL PAY STUBS FOR WAGE STATEMENT AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. OBTAIN BACKGROUND FACTS FOR DRAFTING OF COMPLAINT.	4.50	850	3,825.00
10/07/20	SB	REVIEW COMPLAINT - ANALYZE CLAIMS, ADVISE ND	2.40	450	1,080.00
10/07/20	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.40	850	3,740.00
10/09/20	ND	REVIEW ARBITRATION AGREEMENT.	3.90	850	3,315.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE ENFORCEABILITY ISSUES. LEGAL RESEARCH PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY OPINIONS.			
10/11/20	ND	DRAFT COMPLAINT. REVIEW AND RESEARCH MEAL AND REST BREAK CLAIMS. DISCUSS CLAIMS WITH PLAINTIFF.	4.20	850	3,570.00
10/16/20	ND	RESEARCH AND REVIEW PAGA CLAIMS. DRAFT PAGA NOTICES. RESEARCH DEFENDANT'S ON CA SEC. OF STATE WEBSITE.	2.10	850	1,785.00
10/17/20	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND VIOLATIONS.	2.00	850	1,700.00
12/23/20	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
01/26/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
02/20/21	RE	REVIEW & ANALYZE CLIENT FILE DOCUMENTS	2.50	675	1,687.50
02/20/21	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES	0.75	675	506.25
02/22/21	RE	REVIEW, EDIT & REVISE DRAFT COMPLAINT FOR NEXT DAY FILING; DRAFT CLAIM FOR VIOLATION OF PAGA; FINALIZE AND FORWARD TO ND	4.00	675	2,700.00
02/22/21	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET FOR NEXT DAY FILING	0.50	675	337.50
02/23/21	RE	REVIEW & FINALIZE COMPLAINT PACKAGE; FILE IN SANTA CLARA COUNTY SUP. CT.	0.80	675	540.00
02/23/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CMC; RESEARCH SC WEBSITE RE CURRENT COMPLEX JUDGES			
02/23/21	RE	UPLOAD COMPLAINT W PAGA CAUSE OF ACTION TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
02/24/21	RE	DRAFT AND FILE .6 PEREMPTORY CHALLENGE RE HON. PATRICIA M. LUCAS	0.70	675	472.50
03/23/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENTS FOR TWO DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
04/14/21	RE	FILE POS OF SUMMONS; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	0.50	675	337.50
04/14/21	RE	REVIEW COMPLEX ORDER; EMAIL TO TEAM RE STAY ON DISCOVERY	0.40	675	270.00
05/14/21	CJ	CONTINUE TO EVALUATE COMPLAINT AND CLAIMS, RESEARCH ORDERS AND LOCAL RULES, DRAFT CORESPONDENCE TO DEF TO PROPOSE A TIME TO M&C ON THIS CASE	1.00	550	550.00
05/19/21	CJ	RESEARCH AND ANNOTATE CASE STATUS/ CLAIMS IN PREPARATION FOR FRIDAY'S MEET AND CONFER CALL	1.50	550	825.00
05/21/21	CJ	PREPARE FOR AND CONDUCT T/C WITH DEF RE CMC	1.00	550	550.00
05/21/21	CJ	ANNOTATE NOTES RE T/C FOR PURPOSES OF PREPARING THE J-CMC ST.	0.50	550	275.00
05/26/21	KH	DRAFT CLASS BELAIRE-WEST NOTICE; DRAFT STIPULATION AND PROTECTIVE ORDER RE	1.30	250	325.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONFIDENTIAL ASSIGNMENT.			
05/26/21	CJ	REVISE BELAIRE WEST NOTICE, RESEARCH SANTA CLARA MODEL PROTECTIVE ORDER, EDIT PROTECTIVE ORDER TO INCLUDE LASC LANGUAGE IN SANTA CLARA ORDER, SENT BW NOTICE AND PROTECTIVE ORDER TO DEFENDANT	1.50	550	825.00
06/01/21	RE	CONFER W CJ RE DISMISSAL OF CLASS CLAIMS; ARBITRATION ISSUES; WRONGFUL TERM CLAIM; REVIEW DRAFT 3.770 DECLARATION AND REQUEST FOR DISMISSAL	0.50	675	337.50
06/01/21	CJ	RESEARCH COMPLAINT AND CLAIMS IN PREPARATION FOR DRAFTING FAC RE PAGA ONLY	1.50	550	825.00
06/01/21	CJ	STRATEGIZE WITH RE AND PM ON HOW TO FACILITATE AMENDMENT IN LIGHT OF DEFENDANT'S NON-APPEARANCE, RESEARCH REQ. FOR DISMISSAL OF CLASS CLAIMS	1.00	550	550.00
06/01/21	CJ	DRAFT 3.770 DECLARATION AND REQUEST FOR DISMISSAL OF CLASS CLAIMS	1.00	550	550.00
06/01/21	CJ	DETERMINE HOW TO ADDRESS WRONGFUL TERM CLAIMS, INFORM NDB	0.50	550	275.00
06/02/21	RE	CONFER W PM AND CJ RE DISMISSAL OF CLASS CLAIMS STRATEGY	0.50	675	337.50
06/02/21	RE	REVIEW DRAFT PAGA ONLY AMENDED COMPLAINT; EMAIL TO CJ W PROPOSED REVISIONS	0.75	675	506.25
06/02/21	RE	REVIEW LATEST DRAFT OF PAGA ONLY AMENDED COMPLAINT FROM CJ; PROVIDE FEEDBACK/SUGGESTED EDITS	0.40	675	270.00
06/02/21	KH	REVIEW/EDIT REQUEST FOR DISMISSAL OF INDIVIDUAL AND	1.20	250	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLASS CLAIMS WITHOUT PREJUDICE; SUPPORTING DECLARATION OF CHARLOTTE JAMES; DRAFT INITIAL PROOF OF SERVICE; FINALIZE ALL DOCUMENTS AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL; SUBMIT EDITABLE VERSION OF PROPOSED ORDER TO JUDGE VIA E-MAIL.			
06/02/21	CJ	CONTINUE TO STRATEGIZE WITH PM AND RE RE AMENDING THE COMPLAINT AND ORDER OF FILING, EVALUATE OTHER CASES WHERE FILED COMPLAINT TO DETERMINE IF DONE AS A MATTER OF RIGHT	1.00	550	550.00
06/02/21	CJ	DRAFT FIRST AMENDED COMPLAINT (PAGA ONLY)	1.50	550	825.00
06/02/21	CJ	REVISE 3.770 DEC AND REQUEST FOR DISMISSAL, SENT FOR FILING	0.50	550	275.00
06/02/21	CJ	REVISE AMENDED COMPLAINT PER RE RECOMMENDATIONS	1.00	550	550.00
06/02/21	PM	REVIEW LEGAL AND FACTUAL CLAIMS AND ANALYZE; REVIEW 3.770 DECLARATION AND REQUEST FOR DISMISSAL; ADVISE CJ; REVIEW CASE NOTES AND DOCUMENTS AND STRATEGIZE.	3.00	750	2,250.00
06/03/21	CJ	FINAL REVIEW OF FAC, SENT FOR FILING	0.50	550	275.00
06/04/21	KH	FINALIZE FIRST AMENDED COMPLAINT (PAGA) AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.30	250	75.00
06/09/21	CJ	RESEARCH CASE POSTURE, STATUS OF PLEADINGS, CASE NOTES AND ORDER FROM THE COURT RE INITIAL J-CMC ST., EVALUATE STATUS OF PAGA ONLY COMPLAINT	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/09/21	CJ	DRAFT JOINT INITIAL STATUS CONFERENCE STATEMENT PER COURT'S REQUIREMENTS, EVALUATE STATUS OF BELAIRE NOTICE AND PROTECTIVE ORDER	1.00	550	550.00
06/10/21	PM	REVIEW COMPLAINT AND CASE NOTES; REVIEW AND REVISE DRAFT JOINT STATUS CONFERENCE STATEMENT; ADVISE CJ RE REVISIONS TO STATEMENT; REVIEW LEGAL AND FACTUAL ISSUES AND ANALYZE AND STRATEGIZE.	2.00	750	1,500.00
06/10/21	CJ	REVISE CLASS PROTECTIVE ORDER AND CLASS BELAIRE NOTICE FOR PAGA CASE PER FAC EVALUATE SAME ADN SENT TO DEF	1.50	550	825.00
06/11/21	CJ	EVALUATE REVISIONS FROM DEFENDANT TO JOINT STATUS CONFERENCE STATEMENT, EVALUATE PROTECTIVE ORDER AND BELAIRE WEST COMMENTS, FINALIZE STATEMENT FOR EXECUTION AND FILING	1.00	550	550.00
06/15/21	CJ	EVALUATE REVISIONS TO PROTECTIVE ORDER FROM DEFENDANT, ADVISE PM, EXECUTE ADN FINALIZE	1.00	550	550.00
06/16/21	CJ	PREPARE FOR CMC BY EVALUATING REPORT TO COURT, REVIEW COMPLAINT AND CASE NOTES, APPEARAED AT CMC, MEMORILAIZE CMC OUTCOME TO BNBD	2.00	550	1,100.00
07/07/21	CJ	EVALUATE STATUS OF CASE AND CLAIMS IN PREPARATION FOR DRAFTING JOINT INITIAL STATUS REPORT	1.00	550	550.00
07/07/21	CJ	DRAFT JOINT INITIAL STATUS REPORT, SENT TO OPC FOR INCORPORATION	1.00	550	550.00
07/08/21	CJ	EVALUATE INCORPORATIONS TO	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JOINT REPORT FROM DEFENDANT, REVISE AND FINALIZE SAME FOR FILING			
07/15/21	CJ	RESEARCH STATUS OF CLAIMS AND PRIOR CORRESPONDENCE RE MEDAITION IN PREPARATION FOR CONTINUED INITIAL CMC, EVALAUTE CLAIMS AT ISSUE FOR PURPOSES OF REQQUESTING DISCOVERY STAY IS LIFTED AT CMC	0.75	550	412.50
07/15/21	CJ	APPEAR AT CMC	1.50	550	825.00
08/19/21	CJ	EVALAUTE CASE STATUS AND POSTURE ANALYZE COURT REQUIREMENTS RE JOINT REPORTS, PREPARE JOINT REPORT PER COURT'S REQUIREMENT, SENT TO DEFENDANT	1.50	550	825.00
08/20/21	CJ	EVALAUTE DEFENDANT'S NEW POSITIONS IN JOINT REPORT, RESEARCH LAW RE ARB IN PAGA ACTIONS, DRAFT COORESPONDENCE TO DEF RE SAME	1.00	550	550.00
08/23/21	CJ	EVALUATE CLAIMS AND COURT REWUIREMENTS, DRAFT AND REVISE JOINT REPORT TO COURT FOR FILING	1.00	550	550.00
08/26/21	CJ	PREPARE FOR AND APPEAR AT CMC	2.00	550	1,100.00
08/27/21	CJ	ADVISE VR STATUS OF CASE	0.50	550	275.00
08/31/21	KH	DRAFT INITIAL DISCOVERY (PAGA ONLY): FORM INTERROGATORIES-EMPLOYMENT LAW; SPECIAL INTERROGATORIES; REQUEST FOR PRODUCTION OF DOCUMENTS; REQUESTS FOR ADMISSIONS; PMK DEPOSITION NOTICE.	1.60	250	400.00
08/31/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM CLERK	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/31/21	CJ	EVALUATE CASE POSTURE AND ANNOTATE FOR PURPOSES OF COMMUNICATING SAME TO VR, ANALYZE DISCOVERY SERVED AND NEEDED	1.00	550	550.00
08/31/21 15	VR	REVIEW CMC STATEMENT AND STATUS OF FILING; ADVISE JH AND AJB	2.00	750	1,500.00
09/01/21	CJ	EVALUATE CASE NOTES AND COMPLAINT FOR PURPOSES OF REVISING ALL DISCOVERY REQUESTS, EVALUATE AND REVISE ALL WRITTEN DISCOVERY REQUESTS FROM PLAINTIFF	2.00	550	1,100.00
09/03/21	CJ	DRAFT PMK DEPO NOTICE REVISIONS AND ADD TOPICS IN LIGHT OF CLAIMS AT ISSUE	0.75	550	412.50
09/03/21	CJ	CONTINUE EVALUATION OF ALL DISCOVERY REQUESTS TO DEF, REVISE SAME (SROGS, RFP, RFA, F-ROGS) AND SENT TO VR FOR FINALIZATION	1.50	550	825.00
09/16/21	JH	REVIEW/ANALYZE PLAINTIFF'S DISCOVERY REQUESTS	0.70	750	525.00
09/16/21 10	VR	DRAFT PLAINTIFF'S WRITTEN DISCOVERY REQUESTS; REVIEW COMPLAINT, CASE NOTES, AND DOCUMENTS; UPDATE CASE FILE	4.00	750	3,000.00
10/05/21 15	VR	REVIEW STATUS OF DISCOVERY; REVIEW STATUS OF PMK DEPO	0.50	750	375.00
10/06/21 10	VR	DRAFT PMK DEPOSITION NOTICE; REVIEW DISCOVERY AND DISCOVERY STATUS; REVIEW COMPLAINT AND CASE NOTES; EXECUTE AND FINALIZE	1.50	750	1,125.00
10/07/21	JH	CORRESPONDENCE FROM DEFENSE COUNSEL RE DISCOVERY; DISCUSS WITH VR AND AJB	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/14/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE STATUS OF CASE AND MEDIATION; PREPARE; REVIEW CASE NOTES AND COMPLAINT	2.00	750	1,500.00
10/15/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL; DISCUSS WITH TEAM	0.40	750	300.00
10/15/21 15	VR	REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW STATUS OF CASE AND MEDIATION; ADVISE JH	1.00	750	750.00
10/21/21 15	VR	REVIEW CORRESPONDENCE BETWEEN THE PARTIES AND STATUS OF DISCOVERY; REVIEW CASE NOTES AND COMPLAINT; ADVISE JH	1.20	750	900.00
10/21/21	JH	CALL WITH DEFENSE COUNSEL RE MEDIATION	0.40	750	300.00
11/01/21	JH	REVIEW/ANALYZE DEFENDANT'S DOC PRODUCTION; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	1.60	750	1,200.00
11/03/21	JH	REVIEW CASE NOTES; REVISE AND REVISE MEDIATION DATA REQUEST TO DEFENDANT	0.50	750	375.00
12/27/21	JH	REVIEW/ANALYZE JOINT CMC STMT	0.30	750	225.00
12/27/21 17	VR	REVIEW & REVISE JOINT CMC STATEMENT; FINALIZE FOR FILING; ADVISE HD	1.50	750	1,125.00
12/28/21	JH	REVIEW NOTICE FROM COURT; COORDINATE WITH TEAM AND ADVISE	0.30	750	225.00
12/28/21 07	VR	CORRESPONDENCE TO CLIENT RE STATUS OF CASE; REVIEW CMC STATEMENT AND COMPLAINT	1.00	750	750.00
01/21/22	JH	REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; ADVISE TEAM	0.40	750	300.00
03/23/22	JH	REVIEW FILE; UPDATE CASE NOTES	0.80	750	600.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND EXHIBIT BOOK			
04/01/22	PM	REVIEW DOCKET AND STATUS OF ACTION; REVIEW AND STRATEGIZE RE DEF. NOTICE OF DEPOSITION.	1.00	750	750.00
04/04/22	JH	REVIEW NOTICE OF DEPOSITION SERVED BY DEFENDANT; REVISE FILE AND CORRESPONDENCE; RESPOND TO DEFENSE COUNSEL	0.60	750	450.00
04/06/22	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE LIMITED DEPOSITION AND MISSING DOCUMENT PRODUCTION	0.30	750	225.00
04/25/22	JH	REVIEW DEFENDANT'S AMENDED DEPO NOTICE AND RFP REQUESTS; CONFER WITH SP	0.40	750	300.00
04/29/22	JH	REVIEW FILE AND AMENDED DEPO NOTICE; CONFER WITH PM	0.40	750	300.00
05/31/22	SP	REVIEW AND ANALYZE DISCOVERY. DRAFT AND SERVE DEPOSITION OBJECTION. COMMUNICATION WITH CLIENT.	2.20	675	1,485.00
06/03/22	SP	REVEIWED AND ANALYZED DOCUMENTS, CASE NOTES, PLEADINGS AND CORRESPONDENCE. DRAFTED AND SENT COMMUNIAION TO COUNSEL RE PENDING DOCUMENTATION AND DATE IN MEDIATION DATA REQUEST.	2.70	675	1,822.50

TOTAL BILLED HOURS

CHARLOTTE JAMES	38.00 hr @ 550.00	\$ 20,900.00
JEFF HERMAN	7.90 hr @ 750.00	\$ 5,925.00
KARLA HORNE	4.40 hr @ 250.00	\$ 1,100.00
NICK DEBLOUW	28.10 hr @ 850.00	\$ 23,885.00
PIYA MUKHERJEE	6.00 hr @ 750.00	\$ 4,500.00
RICO EHMANN	14.15 hr @ 675.00	\$ 9,551.25
SCOTT BLUMENTHAL	7.20 hr @ 450.00	\$ 3,240.00
SERGIO PUCHE	4.90 hr @ 675.00	\$ 3,307.50
VICTORIA RIVAPALACIO	14.70 hr @ 750.00	\$ 11,025.00

TOTAL PROFESSIONAL SERVICES		125.35	<u>\$ 83,433.75</u>
COSTS ADVANCED			
02/23/21	ONELEGAL FILING FEE		1,500.16
02/24/21	ONELEGAL FILING FEE		17.72
02/25/21	ONELEGAL FILING FEE		38.00
03/31/21	KNOX ATTORNEY SERVICES		64.55
03/31/21	KNOX ATTORNEY SERVICES		119.55
04/14/21	ONELEGAL FILING FEE		18.24
04/17/21	ONELEGAL FILING FEE		39.12
06/02/21	ONE LEGAL - COURT FILING FEE		21.33
06/04/21	ONE LEGAL - COURT FILING FEE		18.24
06/10/21	COURT CALL - COURT APPEARANCE FEE		94.00
08/23/21	COURT CALL APPEARANCE FEE		94.00
10/25/21	MEDIATION FEE - JEFF ROSS.		9,000.00
12/27/21	FILING VIA ONE LEGAL		<u>18.24</u>
TOTAL COSTS ADVANCED			<u>\$ 11,043.15</u>
TOTAL CURRENT CHARGES			<u>\$ 94,476.90</u>

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JULY 14, 2025

JEANINE WILSON

RE: JEANINE WILSON/ARBITRATION
FILE NUMBER: CA2268.002

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/01/21	JH	REVIEW INITIAL MATTER CORRESPONDENCE FROM JAMS	0.50	750	375.00
07/02/21	JH	REVIEW DEMAND FOR ARB	0.50	750	375.00
07/28/21	JH	REVIEW/ANALYZE ARB COMMENCEMENT DOCS	0.60	750	450.00
08/04/21	JH	RESEARCH PANEL OF ARBITRATORS; SUBMIT CLAIMANT'S STRIKE LIST	0.70	750	525.00
08/09/21	JH	REVIEW/ANALYZE ANSWER TO DEMAND FOR ARB; ASSESS AFFIRMATIVE DEFENSES	0.60	750	450.00
08/12/21	JH	REVIEW ARBITRATOR APPOINTMENT; RESEARCH ARBITRATOR FOR POTENTIAL DQ	0.50	750	375.00
08/20/21	JH	REVIEW/ANALYZE ARB DISCLOSURES FOR POTENTIAL DQ	0.50	750	375.00
08/23/21	JH	CORRESPONDENCE WITH JAMS AND DEFENSE COUNSEL RE INITIAL ARB MANAGEMENT CONFERENCE	0.40	750	300.00
09/16/21	JH	PREPARE AND APPEAR FOR INITIAL ARB MANAGEMENT CONF.; DISCUSS WITH TEAM	1.00	750	750.00
10/25/21	SP	REVIEWED AND ANALYZED COMPLAINT, CASE NOTES, PLEADINGS, DOCUMENTS AND	3.30	675	2,227.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EXHIBIT BOOK. BEGAN TO PREPARE RESPONSES TO DISCOVERY.			
10/26/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE STAY OF ARB IN LIGHT OF MEDIATION	0.30	750	225.00
10/26/21	SP	DRAFTED AND SENT CORRESPONDENCE RE DISCOVERY TO OPPOSING COUNSEL. DISCUSSED AND STRATEGIZED DISCOVERY PLAN WITH JSH.	1.50	675	1,012.50
10/29/21	SP	REVEIWED AND ANALYZED CASE NOTES AND EXHIBIT BOOK FOR SOUND BYTES FOR MEDIATION DATA REQUEST.	2.30	675	1,552.50
<u>TOTAL BILLED HOURS</u>					
JEFF HERMAN		5.60 hr @ 750.00	\$	4,200.00	
SERGIO PUCHE		7.10 hr @ 675.00	\$	4,792.50	
TOTAL PROFESSIONAL SERVICES			12.70		<u>\$ 8,992.50</u>
COSTS ADVANCED					
07/01/21	JAMS - CLAIMANTS FILING FEE				<u>409.25</u>
TOTAL COSTS ADVANCED					<u>\$ 409.25</u>
TOTAL CURRENT CHARGES					<u>\$ 9,401.75</u>

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JULY 14, 2025

Jeanine Wilson

FILE NUMBER: CA2268

SUMMARY OF ACCOUNT

BALANCE FORWARD \$ 0.00

NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments & Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
001-SUNCREST-Suncrest Hospice	0.00	0.00	94,476.90	94,476.90
002-WILSON/ARB-Jeanine Wilson/Arbitration	<u>0.00</u>	<u>0.00</u>	<u>9,401.75</u>	<u>9,401.75</u>
TOTAL	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>103,878.65</u></u>	<u><u>103,878.65</u></u>

Balance (current bill) \$103,878.65

TOTAL PAYMENTS \$ 0.00

TOTAL BALANCE DUE \$103,878.65

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 3
Date: 07/14/2025
Due On: 08/13/2025

Jeanine Wilson
613 Arcadia Terrace #102
Sunnyvale, CA 94085

CA2268

Suncrest Hospice

Services

Attorney	Date	Notes	Quantity	Rate	Total
SP	07/07/2020	Review and analyze MOU, settlement Agreement, Mediation brief, case notes and pleadings. Draft PAGA Approval Motion. Request Declaration from TPA.	5.20	\$675.00	\$3,510.00
SP	07/14/2020	Reviewed, revised and finalized PAGA Approval Motion and arranged for filing and service.	3.20	\$675.00	\$2,160.00
JH	06/21/2022	Discuss Plaintiff's limited depo with SP	0.60	\$750.00	\$450.00
JH	06/24/2022	Review and Analyze: Review/analyze Defendant's mediation data production; circulate; update case notes and exhibit book	2.00	\$750.00	\$1,500.00
NDB	07/02/2022	Review data produced for mediation. Legal research regarding PAGA claims. Prepare for mediation.	3.10	\$850.00	\$2,635.00
NDB	07/03/2022	Review case file. Draft mediation brief.	3.20	\$850.00	\$2,720.00
JH	07/13/2022	Receipt and Review of Correspondence: Review and analyze mediation docs; further coordinate exhibit book and update case notes	1.00	\$750.00	\$750.00
SB	07/13/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
SB	07/14/2022	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00

KN	07/15/2022	Review mediation brief and materials; email AJ	1.30	\$950.00	\$1,235.00
SB	07/15/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
JH	07/19/2022	Review and Analyze: Review/analyze mediation brief and exhibits; call with client; discuss with AJB in prep for mediation	1.50	\$750.00	\$1,125.00
NB	07/19/2022	Review docs, analyze re mediation issues. Advise AJ.	2.00	\$995.00	\$1,990.00
SB	07/20/2022	Attend mediation	8.00	\$450.00	\$3,600.00
JH	07/21/2022	Discuss with AJB outcome of mediation; analyze issues pertaining to persona attendants and research accordingly; review file and re-engage discovery in light of mediation outcome; call with defense counsel re same	1.30	\$750.00	\$975.00
JH	07/22/2022	Re-serve discovery following mediation; research issues re Belaire notice; review Defendant's Belaire revisions and further revise; correspondence with defense re same	1.00	\$750.00	\$750.00
SP	08/02/2022	Read and annotate Plaintiff's deposition Transcript.	2.20	\$675.00	\$1,485.00
SP	08/03/2022	Read and review deposition transcript with Client via zoom.	2.30	\$675.00	\$1,552.50
SP	08/08/2022	Reviewed file and updated calendar in preparation of deadline.	0.20	\$675.00	\$135.00
SP	08/16/2022	Reviewed file in anticipation of Errata sheet deadline	0.20	\$675.00	\$135.00
JH	08/18/2022	Review file and correspondence; draft joint CMC stmt and circulate to Defendant.	0.80	\$750.00	\$600.00
HD	08/18/2022	Review Notice of Case Management Conference. Draft shell Joint Case Management Statement.	0.30	\$250.00	\$75.00
JH	08/19/2022	Multiple correspondence with defense counsel and revisions to Joint Statement; finalize and prepare for filing	1.00	\$750.00	\$750.00
HD	08/19/2022	Prepare Proof of Service re Joint Case Management Statement. Finalize and submit Joint Case Management Statement/Proof of Service for e-filing via One Legal and serve via e-mail.	1.00	\$250.00	\$250.00
HD	08/19/2022	Review the case docket to verify Case Management hearing is still on calendar for 08/25/2022. Review court appearance requirements. Obtain information for zoom telephonic appearance via	0.30	\$250.00	\$75.00

		Microsoft teams. Update weekly events calendar accordingly.			
SP	08/22/2022	Communications with Counsel re: Errata sheet.	0.40	\$675.00	\$270.00
JH	08/25/2022	Follow up correspondence with defense counsel	0.30	\$750.00	\$225.00
JH	08/25/2022	Prepare and appear for CMC; advise team	0.70	\$750.00	\$525.00
AB	08/29/2022	Follow up w/ mediator re mediator's proposal. Exchange further emails re same.	1.00	\$895.00	\$895.00
SP	08/31/2022	Communication with Counsel re: Deposition Errata.	0.20	\$675.00	\$135.00
SP	09/09/2022	Reviewed and annotated deposition transcript. Drafted Errata sheet. Sent to Client for signature. Served errata on Defendant.	2.90	\$675.00	\$1,957.50
JH	09/12/2022	F/u correspondence with defense counsel	0.30	\$750.00	\$225.00
JH	09/22/2022	Review/analyze Defendant's discovery responses; draft meet and confer letter	2.00	\$750.00	\$1,500.00
JH	10/03/2022	Review and analyze Defendant's amended discovery responses; advise SP re meet and confer	1.00	\$750.00	\$750.00
SP	10/03/2022	Research arbitration agreement legality.	0.30	\$675.00	\$202.50
JH	10/06/2022	Discuss with SP meet and confer call with defense counsel and impending motion to compel arbitration	0.50	\$750.00	\$375.00
SP	10/06/2022	Review discovery. Draft Meet and Confer communication. Meet and Confer with Opp Counsel. Send confirming email.	3.40	\$675.00	\$2,295.00
SP	10/06/2022	Review motion to compel arbitration. Review arbitration agreement. Discuss with KN and JSH.	1.90	\$675.00	\$1,282.50
JH	10/11/2022	Correspondence with ILYM and defendant re receipt of class data	0.30	\$750.00	\$225.00
JH	10/11/2022	Discuss with SP meet and confer call with defense counsel; f/u correspondence with defense counsel re same	0.50	\$750.00	\$375.00
JH	01/23/2023	Review MTC Arb; begin research for opp.	1.00	\$750.00	\$750.00
SP	02/01/2023	Communication with client re: case update and search for additional reps. Updated case notes. Correspondence with JSH.	0.90	\$675.00	\$607.50
JH	02/03/2023	Further review Defendant's MTC Arb and the Parties arbitration agreement in preparation for drafting opposition; discuss with KN	2.00	\$750.00	\$1,500.00

JH	02/06/2023	Further revise/analyze Defendant's MTC Arb; continue researching authority for opposition; draft opposition	5.00	\$750.00	\$3,750.00
JH	02/07/2023	Review/revise TOC/TOA; finalize memorandum in opposition to MTC Arb; finalize declaration in opposition to MTC Arb and compile exhibits; prepare all opposition papers for filing	2.00	\$750.00	\$1,500.00
HD	02/16/2023	Prepared Notice of Remote Appearance. Finalize the same and upload for filing and serve via e-mail.	1.00	\$250.00	\$250.00
KN	02/16/2023	Review emails and motion papers; search for reply; check docket; emails with JH	0.75	\$950.00	\$712.50
JH	02/20/2023	Research re effect of untimely reply and noncompliant POS; draft objections to Defendant's reply; finalize and file	2.00	\$750.00	\$1,500.00
JH	02/21/2023	Continue to review Defendant's MTC Arb Reply in preparation for hearing	0.70	\$750.00	\$525.00
JH	02/22/2023	Research and prepare for oral argument on Defendant's motion to compel arb; review/analyze tentative ruling; confer with KN; meet and confer with defense counsel as directed by the tentative ruling	3.50	\$750.00	\$2,625.00
KN	02/22/2023	Analysis of tentative ruling; review documents; discuss with JH	1.00	\$950.00	\$950.00
KN	02/23/2023	Court appearance - motion to compel arb; prepare for hearing; memo to file	1.50	\$950.00	\$1,425.00
JH	02/23/2023	Discuss MTC hearing with KN; correspondence with defense counsel re same	0.40	\$750.00	\$300.00
JH	03/15/2023	Review opinion in Galarsa v. Dolgen; review Court order re supplemental briefing; draft supplemental brief and discuss with KN	2.00	\$750.00	\$1,500.00
KN	03/20/2023	Review draft memorandum; advise JH	0.50	\$950.00	\$475.00
JH	03/20/2023	Discuss matter with KN; revise and finalize supplemental brief requested by the Court	1.00	\$750.00	\$750.00
JH	03/21/2023	Review/analyze Defendant's supplemental brief re: Galarsa v. Dolgen; discuss with KN	1.00	\$750.00	\$750.00
JH	05/03/2023	Review updated tentative ruling on MTC Arb; discuss with KN; research; prepare for oral argument	2.00	\$750.00	\$1,500.00
KN	05/04/2023	Court appearance - motion to compel; prepare for hearing	1.50	\$950.00	\$1,425.00
SP	05/05/2023	Discuss with TM re: Preparation for CMC	0.40	\$675.00	\$270.00

Hearing.					
JH	05/09/2023	Review/analyze final order on MTC Arb	0.40	\$750.00	\$300.00
JH	07/19/2023	Review matter in light of Uber decision; advise team	0.40	\$750.00	\$300.00
HD	07/20/2023	Update Service List with new counsel information.	0.20	\$250.00	\$50.00
HD	09/07/2023	Review the case docket to verify CMC hearing is still on calendar for 09/14/2023. Review court appearance requirements. Obtain information for remote appearance and email handling attorney confirmation/appearance information.	0.20	\$250.00	\$50.00
JH	09/08/2023	Review file; advise SP re status report	0.40	\$750.00	\$300.00
SP	09/08/2023	Met and Conferred with Current Counsel for Defendant and future Counsel for Defendant. Discussed with JSH. Reviewed court orders, correspondence and case docket. Drafted Joint CMC statement and sent to Counsel. Finalized, served and filed Joint Status Conference Statement.	2.30	\$675.00	\$1,552.50
SP	09/12/2023	Review notice and update team re: continued CMC.	0.30	\$675.00	\$202.50
TM	09/21/2023	Review and Analyze: Reviewed and analyzed Defendant's Substitution of Attorney.	0.20	\$450.00	\$90.00
HD	09/22/2023	Received and reviewed Substitution of Attorney for Defendants. Edit and update Service List accordingly.	0.20	\$250.00	\$50.00
HD	10/13/2023	Review and research court case docket to confirm 10/19/2023 Class Case Management Conference Hearing still on calendar. Review court appearance requirements. Obtain information for zoom telephonic appearance. Email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
SP	10/13/2023	Reviewed Orders, case notes and correspondence. Drafted and sent Joint Statement to Counsel. Met and Conferred with Counsel. Arranged for service and filing of Joint Statment.	1.20	\$675.00	\$810.00
HD	10/13/2023	Execute and finalize Proof of Service. Process and submit Joint Case Management Statement to Court for filing via One Legal. Serve via email.	0.50	\$250.00	\$125.00
TM	10/16/2023	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
TM	10/19/2023	Reviewed Court docket to confirm continuance of Case Management Conference.	0.30	\$450.00	\$135.00

NDB	12/04/2023	Review and research sick pay and late payment of wage claims under Cal. Lab. Codes sections 246 and 210. Review case file and court docket for status.	2.60	\$850.00	\$2,210.00
TM	12/12/2023	Reviewed file and pertinent documents to draft joint CMC statement; began drafting joint CMC statement.	0.80	\$450.00	\$360.00
TM	12/14/2023	Reviewed file and court docket to confirm CMC statement deadline continued; advised Team re continuance.	0.30	\$450.00	\$135.00
TM	01/03/2024	Reviewed Court's order and notice of reassignment of case.	0.20	\$450.00	\$90.00
JH	03/15/2024	Additional correspondence with defense counsel re mediators	0.30	\$750.00	\$225.00
JH	04/11/2024	F/u corresp. with defense counsel re mediators	0.30	\$750.00	\$225.00
AB	04/19/2024	Draft/send corr to Book mediation. Begin drafting mediation data request.	3.00	\$895.00	\$2,685.00
TM	05/02/2024	Email to client re case status and upcoming mediation.	0.20	\$450.00	\$90.00
TM	05/03/2024	Email to client re case status and mediation prep.	0.20	\$450.00	\$90.00
TM	05/07/2024	Drafted and revised client intake form; drafted and revised MDR; Email to OPC re MDR.	1.80	\$450.00	\$810.00
JH	06/17/2024	Review/analyze docs sent from Plaintiff Bright	0.70	\$750.00	\$525.00
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.	0.20	\$675.00	\$135.00
SP	10/29/2024	Reveiwed correspondence, mediation folder, mediation data request, documents and case notes. Sent follow up email re: mediation data to OPC. Reveiwed response from OPC. Ensured POS was updated to reflect substituted Counsel.	1.30	\$675.00	\$877.50
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
SP	11/07/2024	Corresponded with Team re: Mediation data.	0.30	\$675.00	\$202.50
SP	11/13/2024	Reviewed documents, mediation information, correspondence and case notes. Sent correspondence following up on the pending Mediation data for Mediation.	0.50	\$675.00	\$337.50
JH	11/14/2024	Review/analyze mediation data production; circulate and advise team	0.70	\$750.00	\$525.00
SP	11/14/2024	Reveiwed Defendant production, and exhibit book	1.70	\$675.00	\$1,147.50

		for Mediation. Sent correspondence to OPC re: Handbook production. Discussed documents to Expert with HD. Received revised documents. Communicated with OPC re: Class Composition. Ensured Experts received documents.			
HD	11/14/2024	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	\$250.00	\$50.00
JH	11/15/2024	Review/analyze supple mediation data production	1.00	\$750.00	\$750.00
HD	11/15/2024	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
NDB	11/15/2024	Review and analyze discovery to date. Review court docket and case file. Review all data produced for mediation purposes. Prepare for mediation.	4.80	\$850.00	\$4,080.00
AB	11/15/2024	Review/analyze timesheets that correspond to the 20% sampling as to : Sacramento 2019; Sacramento 2020; Sacramento 2021; Sacramento 2022; and Sacramento 2023	3.00	\$895.00	\$2,685.00
NDB	11/16/2024	Review pay stubs exemplars for regular rate and 226(a) violations. Analyze pay code on paystubs. Legal research regarding the same.	3.20	\$850.00	\$2,720.00
NDB	11/18/2024	Review and research previous settlements with similar claims pay periods for mediation valuation. Analyze case demographics and Defendant's wage and hour policy documents. Prepare for mediation.	2.80	\$850.00	\$2,380.00
JH	11/19/2024	Review/analyze additional mediation data production; circulate and advise team	1.00	\$750.00	\$750.00
HD	11/19/2024	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	\$250.00	\$50.00
AB	11/19/2024	Review / analyze timesheets 2019-2021 for the San Jose location.	2.00	\$895.00	\$1,790.00
JH	11/25/2024	Corresp w defense counsel re mediation numbers	0.30	\$750.00	\$225.00
SP	11/26/2024	Reveiwed correspondence and discussed class composition with Expert.	0.40	\$675.00	\$270.00
SP	12/02/2024		0.20	\$675.00	\$135.00
AB	12/03/2024	Review/analyze - On Call Guide; draft mediation brief section.	3.00	\$895.00	\$2,685.00

JH	12/04/2024	Review/analyze mediation time/paryoll sample provided by Defendant; circulate and advise team	1.00	\$750.00	\$750.00
HD	12/04/2024	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
SP	12/04/2024	Reveiwed documents and mediation information. Drafted and send follow up email to OPC Re: Records request for Plaintiff Bright.	0.30	\$675.00	\$202.50
AB	12/05/2024	Review/analyze SUNC_207-209 - CA Addendum (2018) Meal and Rest; SUNC_213-214 - CA Addendum (2018) Overtime; SUNC_200-231 - CA Addendum (2018) [Tabbed]; and, SUNC_0146-0200 - CA Handbook (2018). Draft mediation brief sections based on these documents.	3.00	\$895.00	\$2,685.00
AB	12/06/2024	Draft mediation brief.	3.00	\$895.00	\$2,685.00
NDB	12/07/2024	Legal research. Draft mediation brief inserts. Prepare for mediation.	4.80	\$850.00	\$4,080.00
JH	12/09/2024	Review PAGA expert analysis for mediation	0.70	\$750.00	\$525.00
JH	12/10/2024	Review/analyze updated mediation expert analysis	0.50	\$750.00	\$375.00
AB	12/10/2024	Review/analyze exposure chart. Draft mediation brief.	4.00	\$895.00	\$3,580.00
AB	12/11/2024	Review addtl data from expert. Draft mediation brief.	5.00	\$895.00	\$4,475.00
JH	12/12/2024	Review file; draft Joint CMC stmt; circulate to defense counsel for review; finalize and prepare for filing	0.50	\$750.00	\$375.00
NDB	12/12/2024	Review all mediation materials including briefs and exhibits thereto. Review and analyze expert penalty report and notes and assumptions in preparation for mediation.	2.20	\$850.00	\$1,870.00
AB	12/13/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SP	12/16/2024	Discussed mediation data request and representatives with AJB.	0.30	\$675.00	\$202.50
TM	12/17/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
JH	12/19/2024	Review revisions to MOU	0.40	\$750.00	\$300.00
SP	12/19/2024	Reviewed settlement agreement. Discussed with team. Corresponded with Client.	0.50	\$675.00	\$337.50
NDB	12/19/2024	Review mediation notes and results. Analyze	1.40	\$850.00	\$1,190.00

		MOU terms. Send to two Plaintiffs for signature. Calls and emails to discuss terms and settlement amounts.			
AB	12/19/2024	Prep for and have call w/ OPC. Draft/send corr to OPC re call. Analyze next steps to finalize settlement/comply w/ court orders/deadlines.	2.00	\$895.00	\$1,790.00
AB	12/19/2024	Review/analyze further corr from OPC re MOU. Finalize and circulate MOU / draft/send corr to OPC re finalized MOU.	1.00	\$895.00	\$895.00
JH	01/06/2025	Review/analyze MOU; draft longform PAGA Agreement	3.00	\$750.00	\$2,250.00
JH	01/07/2025	Review longform PAGA agreement	1.50	\$750.00	\$1,125.00
JH	01/13/2025	Draft longform individual agreements for Plaintiff Wilson and Plaintiff Bright; discuss with ND; circulate to defense counsel for review	1.50	\$750.00	\$1,125.00
TM	01/16/2025	Review file; drafted declaration of Wilson ISO PAGA Approval.	2.50	\$450.00	\$1,125.00
TM	01/16/2025	Drafted declaration of Plaintiff Bright ISO PAGA Approval.	1.00	\$450.00	\$450.00
JH	01/16/2025	Review longform and MOU; request settlement admin bids from potential settlement administrators	0.30	\$750.00	\$225.00
JH	01/17/2025	Compare settlement admin bids	0.20	\$750.00	\$150.00
HD	02/04/2025	Coordinate with Defendant's Counsel and Court Clerk re date for Motion for Paga Approval. Reserve Motion hearing date and forward to staff for calendaring.	0.20	\$250.00	\$50.00
TM	02/19/2025	Email from OPC re Settlement agreement.	0.20	\$450.00	\$90.00
JH	02/22/2025	Review/analyze Defendant's proposed revisions to individual longform agreements; discuss with ND	1.20	\$750.00	\$900.00
JH	02/24/2025	Further revise individual longform agreements; discuss with team	0.50	\$750.00	\$375.00
JH	03/04/2025	Review Defendant's proposed revisions to longform agreement; further revise and discuss with KN	1.00	\$750.00	\$750.00
KN	03/12/2025	Review Def revisions to Agreement; review JH issues and further revisions; analysis of final revisions; advise JH; prepare approval chart	2.00	\$950.00	\$1,900.00
JH	03/13/2025	Further discuss Defendant's longform revisions with KN; further revise and circulate to defendant.	0.70	\$750.00	\$525.00

JH	03/21/2025	Review file; f/u with defense counsel re agreement	0.20	\$750.00	\$150.00
JH	04/04/2025	Review additional revisions to longform; corresp. w defense counsel re same	0.40	\$750.00	\$300.00
JH	04/14/2025	F/u corresp. w defense counsel re liquidated damages provision of longform agreement	0.30	\$750.00	\$225.00
JH	04/16/2025	Review finalized agreements advise team re circulation for execution	0.40	\$750.00	\$300.00
JH	04/20/2025	Finalize all agreements and circulate for execution	0.30	\$750.00	\$225.00
JH	06/12/2025	Review final numbers from Defendant; compare to escalator clause of Agreement; advise NBB and KN	0.30	\$750.00	\$225.00
TM	07/07/2025	Review file; discussed with team; Revised Statement of Wilson ISO Motion for PAGA Approval.	0.80	\$450.00	\$360.00
TM	07/07/2025	Reviewed TPA Declaration ISO MPA.	0.40	\$450.00	\$180.00
JH	07/07/2025	Review draft PAGA Approval Motion	0.70	\$750.00	\$525.00
KN	07/09/2025	Review draft motion; advise SP; review current billing statement for accuracy	1.00	\$950.00	\$950.00
KN	07/11/2025	Review status; review exhibits for motion; work on outstanding issues for motion; review Def email and response as to the motion; advise SP	1.00	\$950.00	\$950.00
JH	07/11/2025	Review/analyze Defendant's proposed revisions to Motion for PAGA Approval	0.30	\$750.00	\$225.00
Quantity Subtotal					204.05
Services Subtotal					\$151,362.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/28/2022	Veritext - Jeanine Wilson Deposition Transcripts	1.00	\$529.45	\$529.45
Expense	07/26/2022	Berger Consulting Fees	1.00	\$5,937.50	\$5,937.50
Expense	08/19/2022	One Legal Invoice No. 04305733	1.00	\$21.85	\$21.85
Expense	02/06/2023	Purchase docs from court website	1.00	\$7.50	\$7.50
Expense	02/08/2023	One Legal Invoice No. 04737944	1.00	\$22.31	\$22.31
Expense	02/08/2023	One Legal Invoice No. 04740528	1.00	\$64.60	\$64.60

Expense	02/16/2023	One Legal Invoice No. 04757628	1.00	\$19.22	\$19.22
Expense	02/21/2023	One Legal Invoice No. 04765189	1.00	\$19.22	\$19.22
Expense	03/01/2023	Lexis Nexis.	1.00	\$178.00	\$178.00
Expense	03/20/2023	One Legal Invoice No. 04842677	1.00	\$22.31	\$22.31
Expense	03/21/2023	One Legal Invoice No. 04847287	1.00	\$42.47	\$42.47
Expense	04/03/2023	Lexis Nexis	1.00	\$198.00	\$198.00
Expense	09/08/2023	One Legal Invoice No. 05299773	1.00	\$19.22	\$19.22
Expense	11/14/2024	Mediation Fees - Serratore.	1.00	\$14,000.00	\$14,000.00
Expense	12/12/2024	One Legal/Court Fees	1.00	\$21.42	\$21.42
Expense	12/19/2024	Berger Consulting Fees	1.00	\$10,395.00	\$10,395.00
Expense	07/11/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$31,558.07

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	40.0	\$895.00	\$35,800.00
Norm Blumenthal	2.0	\$995.00	\$1,990.00
Scott Blumenthal	16.2	\$450.00	\$7,290.00
Nicholas De Blouw	28.1	\$850.00	\$23,885.00
Jeffrey Herman	58.8	\$750.00	\$44,100.00
Trevor Moran	9.9	\$450.00	\$4,455.00
Kyle Nordrehaug	10.55	\$950.00	\$10,022.50
Sergio Puche	33.4	\$675.00	\$22,545.00
Heather Drosi	5.1	\$250.00	\$1,275.00
Quantity Total			204.05
Subtotal			\$182,920.57
Total			\$182,920.57

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3	08/13/2025	\$182,920.57	\$0.00	\$182,920.57
Outstanding Balance				\$182,920.57
Total Amount Outstanding				\$182,920.57

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 4
Date: 07/14/2025
Due On: 08/13/2025

Jeanine Wilson
613 Arcadia Terrace #102
Sunnyvale, CA 94085

CA2268.002

Suncrest Hospice - Jeanine Wilson/Arbitration

Attorney	Date	Notes	Quantity	Rate	Total
JH	07/18/2022	Review notice from JAMS; advise team	0.30	\$750.00	\$225.00
JH	07/27/2022	Review file; discuss mediation communications with AJB; prepare for and attend arb management conference; advise team	1.00	\$750.00	\$750.00
SP	09/13/2022	Prepared and appeared for Status Conference. Updated Order folder in File.	1.10	\$675.00	\$742.50
JH	09/26/2022	Correspondence with def counsel and JAMS re final merits hearing; discuss with SP	0.40	\$750.00	\$300.00
SP	10/03/2022	Reviewed case file and calendar in anticipation of Initial disclosures deadline.	0.20	\$675.00	\$135.00
JH	10/14/2022	Review/analyze initial disclosures	0.50	\$750.00	\$375.00
SP	01/24/2023	Reviewed case file, communications and orders and updated hearing calendar.	0.40	\$675.00	\$270.00
JH	01/31/2023	Review status of matter; discuss with AJB; advise SP	0.50	\$750.00	\$375.00
JH	02/03/2023	Discuss with SP re arb management conference	0.40	\$750.00	\$300.00
SP	02/03/2023	Reviewed docket, correspondence, discovery and pleadings. Prepared and appeared for Status Conference and updated file.	1.30	\$675.00	\$877.50
SP	03/02/2023	Reviewed case file and docket. Prepared for hearing. Appeared at hearing. Updated calendar.	1.10	\$675.00	\$742.50
TM	05/05/2023	Review and Analyze: Reviewed file and pertinent	1.10	\$450.00	\$495.00

		documents in preparation for upcoming case management conference.			
TM	05/08/2023	Review and Analyze: Planned and prepared for case management conference; attended case management conference.	1.60	\$450.00	\$720.00
JH	05/08/2023	Discuss arb management conf with TM; advise	0.40	\$750.00	\$300.00
TM	05/09/2023	Review and Analyze: Reviewed and analyzed Court's order re Defendant's Motion to Compel Arb.	0.40	\$450.00	\$180.00
SP	05/31/2023	Reviewed correspondence and service list and confirmed efficacy,	0.40	\$675.00	\$270.00
SP	07/19/2023	Reviewed orders, pleadings and case docket. Reviewed POS and searched for Attorney contact information on State Bar Website. Drafted and finalized correspondence for Counsel and sent.	0.70	\$675.00	\$472.50
SP	07/27/2023	Met and Conferred with Counsel re Scheduling of hearing. Drafted and sent correspondence to request scheduling conference.	1.30	\$675.00	\$877.50
JH	07/27/2023	Discuss with SP re meet and confer with defense counsel re scheduling of matter	0.40	\$750.00	\$300.00
JH	08/02/2023	Review file; correspondence with case manager re arb management call	0.30	\$750.00	\$225.00
JH	10/02/2023	Discuss with SP re arb management conference; advise	0.40	\$750.00	\$300.00
TM	10/04/2023	Review and Analyze: Reviewed and analyzed Arbitration Management Conference Order No. 5.	0.30	\$450.00	\$135.00
SP	02/05/2024	Prepared and appeared for case management conference. updated case file.	1.20	\$675.00	\$810.00
SP	04/22/2024	Reviewed case notes, documents, correspondence and calendar. Prepared and appeared for the status conference. Updated case folder.	0.90	\$675.00	\$607.50
JH	04/22/2024	Discuss with SP re arbitration management conference	0.30	\$750.00	\$225.00
TM	04/25/2024	Reviewed arbitrator's notice of further AMC; Reviewed Arb management conference order No. 6.	0.40	\$450.00	\$180.00
JH	04/25/2024	Review Arb Conference Order No 6; circulate and advise team	0.40	\$750.00	\$300.00
SP	01/09/2025	Corresponded with JAMS re. Status of Arbitration and pending settlement approval motion.	0.30	\$675.00	\$202.50

SP	01/09/2025	Reveiwed and analyzed correspondence, calendar and case docket. Corresponded with JAMS re. vacating dates and staying the matter pending mediation.	0.40	\$675.00	\$270.00
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Quantity Subtotal **18.4**

Time Keeper	Quantity	Rate	Total
Jeffrey Herman	5.3	\$750.00	\$3,975.00
Trevor Moran	3.8	\$450.00	\$1,710.00
Sergio Puche	9.3	\$675.00	\$6,277.50

Quantity Total **18.4**

Subtotal **\$11,962.50**

Total **\$11,962.50**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4	08/13/2025	\$11,962.50	\$0.00	\$11,962.50

Outstanding Balance **\$11,962.50**

Total Amount Outstanding **\$11,962.50**

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

**October 16, 2020
CA2268**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Suncrest Hospice Sacramento, LLC
Certified Mail #70192970000014864507
Paracorp Incorporated
2804 Gateway Oaks Drive, Suite #100
Sacramento, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Suncrest Hospice San Jose, LLC and/or Suncrest Hospice Sacramento, LLC in California and classified as non-exempt employees during the time period of October 16, 2019 until a date as determined by the Court. Our offices represent Plaintiff Jeanine Wilson (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Suncrest Hospice San Jose, LLC and/or Suncrest Hospice Sacramento, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Healthcare Assistant from December of 2019 to September 17, 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other

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Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, specifically within seven (7) days, in direct violation of Cal. Lab. Code Section 204(d). Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

October 16, 2020
CA2268

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Suncrest Hospice San Jose, LLC
Certified Mail #70192970000014864484
Paracorp Incorporated
2804 Gateway Oaks Drive, Suite #100
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Suncrest Hospice San Jose, LLC and/or Suncrest Hospice Sacramento, LLC in California and classified as non-exempt employees during the time period of October 16, 2019 until a date as determined by the Court. Our offices represent Plaintiff Jeanine Wilson (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Suncrest Hospice San Jose, LLC and/or Suncrest Hospice Sacramento, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Healthcare Assistant from December of 2019 to September 17, 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other

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Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, specifically within seven (7) days, in direct violation of Cal. Lab. Code Section 204(d). Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JEANINE WILSON, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

SUNCREST HOSPICE SAN JOSE, LLC, a Limited
Liability Company; SNCREST HOSPICE
SACRAMENTO, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
 3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
 4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
 5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
 8. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF CAL. GOV. CODE § 12940(n);
 9. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF CAL. GOV. CODE § 12940(m); and,
 10. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.
- DEMAND FOR A JURY TRIAL**

1 Plaintiff Jeanine Wilson (“PLAINTIFF”), an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Suncrest Hospice San Jose, LLC is a limited liability company that at
7 all relevant times mentioned herein conducted and continues to conduct substantial business in
8 the state of California.

9 2. Defendant Suncrest Hospice Sacramento, LLC is a limited liability company that
10 at all relevant times mentioned herein conducted and continues to conduct substantial business
11 in the state of California.

12 3. PLAINTIFF alleges there has existed a unity of interest and ownership between
13 both Defendants such that any individuality and separateness between the entities has ceased.
14 Defendants Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC are
15 therefore alter egos of each other. Adherence to the fiction of the separate existence of would
16 permit an abuse of the corporate privilege, and would promote injustice by protecting Suncrest
17 Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC from liability for the wrongful
18 acts committed by them. As evidenced by PLAINTIFF’s paychecks and company documents,
19 Defendants Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC were joint
20 employers of PLAINTIFF and are referred to herein as (“DEFENDANT”).

21 4. PLAINTIFF further alleges that Defendants Suncrest Hospice San Jose, LLC and
22 Suncrest Hospice Sacramento, LLC are the alter egos of each other for the following reasons:

23 (A) On the California Secretary of State’s website
24 (<https://businesssearch.sos.ca.gov/>) Defendants Suncrest Hospice San
25 Jose, LLC and Suncrest Hospice Sacramento, LLC have the same entity
26 address and/or mailing address; and,

27 (B) On information and belief Defendants Suncrest Hospice San Jose, LLC
28 and Suncrest Hospice Sacramento, LLC utilize the same standardized

employment forms and issue the same employment policies.

5. PLAINTIFF was employed by DEFENDANT in California from December of 2019 to September 17, 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

6. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all individuals who are or previously were employed by Suncrest Hospice San Jose, LLC and/or Suncrest Hospice Sacramento, LLC in California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

7. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

8. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.

1 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
2 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
3 responsible in some manner for one or more of the events and happenings that proximately
4 caused the injuries and damages hereinafter alleged.

5 9. The agents, servants and/or employees of the Defendants and each of them acting
6 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
7 agent, servant and/or employee of the Defendants, and personally participated in the conduct
8 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
9 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
10 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
12 Defendants' agents, servants and/or employees.

13 THE CONDUCT

14
15 10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
16 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
17 meaning the time during which an employee is subject to the control of an employer, including
18 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
19 and CALIFORNIA CLASS Members to work without paying them for all the time they were
20 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
21 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
22 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
23 should have been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF and
24 CALIFORNIA CLASS Members would clock out of DEFENDANT's timekeeping system, in
25 order to perform additional work for DEFENDANT as required to meet DEFENDANT's job
26 requirements. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
27 CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's
28 business records.

1 11. As a result of their rigorous work schedules, PLAINTIFF and other
2 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
3 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
4 other CALIFORNIA CLASS Members were required from time to time to perform work as
5 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
6 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
7 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
8 which these employees were required by DEFENDANT to work ten (10) hours of work.
9 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
10 without additional compensation and in accordance with DEFENDANT's strict corporate policy
11 and practice. DEFENDANT failed to maintain adequate staffing levels while increasing the
12 production levels for each employee at the busy airports they operated at.

13 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
14 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
15 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
16 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
17 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
18 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
19 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
20 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
21 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
22 Order requires employers to provide employees with off-duty rest periods, which the California
23 Supreme Court defined as time during which an employee is relieved from all work related
24 duties and free from employer control. In so doing, the Court held that the requirement under
25 California law that employers authorize and permit all employees to take rest period means that
26 employers must relieve employees of all duties and relinquish control over how employees
27 spend their time which includes control over the locations where employees may take their rest
28 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -

1 five minutes out, five minutes back. Here, DEFENDANT's uniform policy restricted
2 PLAINTIFF and other CALIFORNIA CLASS Members from unconstrained walks and was
3 unlawful based on Defendant's rule which stated PLAINTIFF and other CALIFORNIA CLASS
4 Members could not leave the work premises during their rest period.

5 13. In addition, State and federal law provides that employees must be paid overtime
6 at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA
7 CLASS Members were compensated at an hourly rate plus incentive pay that is tied to specific
8 elements of an employee's performance.

9 14. The second component of PLAINTIFF's and other CALIFORNIA CLASS
10 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
11 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular rate
15 of pay in order to pay overtime to PLAINTIFF and other CALIFORNIA CLASS Members,
16 DEFENDANT failed to include the incentive compensation as part of the employees' "regular
17 rate of pay" for purposes of calculating overtime pay. Management and supervisors described
18 the incentive program to potential and new employees as part of the compensation package. As
19 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
20 CLASS Members must be included in the "regular rate of pay." The failure to do so has
21 resulted in an underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA
22 CLASS Members by DEFENDANT.

23 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
24 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
25 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
26 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
27 all time worked, meaning the time during which an employee was subject to the control of an
28 employer, including all the time the employee was permitted or suffered to permit this work.

1 DEFENDANT required these employees to work off the clock without paying them for all the
2 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
3 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under
4 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
5 Members forfeited time worked by working without their time being accurately recorded and
6 without compensation at the applicable minimum wage and overtime wage rates. To the extent
7 that the time worked off the clock did not qualify for overtime premium payment,
8 DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of
9 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

10 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA CLASS with complete and accurate wage statements
12 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
13 Code § 226 provides that every employer shall furnish each of his or her employees with an
14 accurate itemized wage statement in writing showing, among other things, gross wages earned
15 and all applicable hourly rates in effect during the pay period and the corresponding amount of
16 time worked at each hourly rate. Specifically, DEFENDANT violated Section 226 by failing
17 to identify the correct rates of pay and number of hours worked, including for the "Hazardous
18 Pay," item of pay, which was a wage payment. Aside, from the violations listed above in this
19 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists
20 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from
21 time to time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with
22 wage statements which violated Cal. Lab. Code § 226.

23 18. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
24 employment are due and payable twice during each calendar month, on days designated in
25 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
26 requires employers to pay employees all wages owed within seven (7) days of the close of the
27 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
28 CALIFORNIA CLASS Members all wages owed to them within seven (7) days of the close of

1 the payroll period.

2 17. In violation of the applicable sections of the California Labor Code and the
3 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
4 a matter of company policy, practice and procedure, intentionally, knowingly and systematically
5 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for
6 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended
7 to purposefully avoid the payment for all time worked as required by California law which
8 allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who
9 complied with the law. To the extent equitable tolling operates to toll claims by the
10 CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be
11 adjusted accordingly.

12 18. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
13 required off-duty meal and rest breaks to her as required by the applicable Wage Order and
14 Labor Code and failed to pay her all minimum and overtime wages due to her. DEFENDANT
15 did not have a policy or practice which provided timely off-duty meal and rest breaks to
16 PLAINTIFF and also failed to compensate PLAINTIFF for her missed meal and rest breaks.
17 The nature of the work performed by the PLAINTIFF did not prevent her from being relieved
18 of all of her duties for the legally required off-duty meal periods. As a result, DEFENDANT's
19 failure to provide PLAINTIFF with the legally required meal periods is evidenced by
20 DEFENDANT's business records. To date, DEFENDANT has yet to pay PLAINTIFF all of
21 his wages due to her and DEFENDANT has failed to pay any penalty wages owed to her under
22 California Labor Code Section 203.

23 19. After consulting with her Dr. On September 9, 2020, PLAINTIFF was diagnosed
24 as right distal radioulnar joint subluxation, right carpal tunnel syndrome and arthritis of bilateral
25 hands. As a result, PLAINTIFF's Dr. placed her on a leave from September 25, 2020 through
26 November 15, 2020. After notifying DEFENDANT of her health condition, on September 17,
27 2019, DEFENDANT terminated PLAINTIFF's employment. DEFENDANT's decision and
28 real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF taking protected

1 leave from work.

2 20. Moreover, DEFENDANT discriminated against and failed to reasonably
3 accommodate PLAINTIFF for her physical disabilities. PLAINTIFF herein alleges that the
4 actions taken by employees of DEFENDANT against PLAINTIFF occurred within the normal
5 scope and course of these individuals' employment with DEFENDANT. PLAINTIFF further
6 alleges that these employees were PLAINTIFF's supervisors while PLAINTIFF was employed
7 by DEFENDANT. As mentioned herein, PLAINTIFF's Dr. diagnosed PLAINTIFF as having
8 right distal radioulnar joint subluxation, right carpal tunnel syndrome and arthritis of bilat hands.
9 Such injury would qualify as a physical disability, as defined under Cal. Gov. Code §§ 12926(j)
10 and 12926(m). PLAINTIFF's Dr. placed her on a leave for her physical disabilities from
11 September 25, 2020 through November 15, 2020. In anticipation of returning back to work,
12 PLAINTIFF sent DEFENDANT a request for accommodation based on her physical
13 disabilities. However, PLAINTIFF's request for accommodation fell on deaf ears, as
14 DEFENDANT failed to respond to PLAINTIFF's request. Ultimately, DEFENDANT
15 terminated her employment on September 17, 2020.

16 21. Prior to filing this action, PLAINTIFF exhausted her administrative remedies by
17 filing a timely administrative complaint with the Department of Fair Employment and Housing
18 ("DFEH") and received a DFEH right-to-sue letter on October 13, 2020.

19 20 **JURISDICTION AND VENUE**

21 22. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
23 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
24 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

25 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
27 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
28 in this County and/or conducts substantial business in this County, and (ii) committed the

1 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

2
3 **THE CALIFORNIA CLASS**

4 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
5 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
6 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
7 all individuals who are or previously were employed by Suncrest Hospice San Jose, LLC and/or
8 Suncrest Hospice Sacramento, LLC in California and classified as non-exempt employees in
9 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
10 during the period beginning four (4) years prior to the filing of this Complaint and ending on
11 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in
12 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million
13 dollars (\$5,000,000.00).

14 25. To the extent equitable tolling operates to toll claims by the CALIFORNIA
15 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
16 accordingly.

17 26. DEFENDANT, as a matter of company policy, practice and procedure, and in
18 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
19 requirements, and the applicable provisions of California law, intentionally, knowingly, and
20 wilfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal
21 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
22 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
23 permits or suffers to permit this work.

24 27. DEFENDANT has the legal burden to establish that each and every
25 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
26 required by California laws. The DEFENDANT, however, as a matter of uniform and
27 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
28 PERIOD and still fails to have in place a policy or practice to ensure that each and every

1 CALIFORNIA CLASS Member is paid as required by law. This common business practice is
2 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-
3 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
4 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

5 28. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
6 CLASS Members is impracticable.

7 29. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
8 California law by:

9 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
10 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
11 deceptively having in place company policies, practices and procedures
12 that uniformly and systematically failed to record and pay PLAINTIFF
13 and the other members of the CALIFORNIA CLASS for all time worked,
14 including minimum wages owed and overtime wages owed for work
15 performed by these employees;

16 (b) Committing an act of unfair competition in violation of the UCL, by
17 failing to provide the PLAINTIFF and the other members of the
18 CALIFORNIA CLASS with the legally required meal and rest periods.

19 30. This Class Action meets the statutory prerequisites for the maintenance of a Class
20 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

21 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
22 that the joinder of all such persons is impracticable and the disposition of
23 their claims as a class will benefit the parties and the Court;

24 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
25 that are raised in this Complaint are common to the CALIFORNIA
26 CLASS will apply uniformly to every member of the CALIFORNIA
27 CLASS;

28 (c) The claims of the representative PLAINTIFF are typical of the claims of

1 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
2 other members of the CALIFORNIA CLASS, was classified as a non-
3 exempt employee paid on an hourly basis who was subjected to the
4 DEFENDANT's deceptive practice and policy which failed to provide the
5 legally required meal and rest periods to the CALIFORNIA CLASS and
6 thereby systematically underpaid compensation to PLAINTIFF and
7 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
8 result of DEFENDANT's employment practices. PLAINTIFF and the
9 members of the CALIFORNIA CLASS were and are similarly or
10 identically harmed by the same unlawful, deceptive, unfair and pervasive
11 pattern of misconduct engaged in by DEFENDANT; and,

- 12 (d) The representative PLAINTIFF will fairly and adequately represent and
13 protect the interest of the CALIFORNIA CLASS, and has retained
14 counsel who are competent and experienced in Class Action litigation.
15 There are no material conflicts between the claims of the representative
16 PLAINTIFF and the members of the CALIFORNIA CLASS that would
17 make class certification inappropriate. Counsel for the CALIFORNIA
18 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
19 Members.

20 31. In addition to meeting the statutory prerequisites to a Class Action, this action is
21 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 22 (a) Without class certification and determination of declaratory, injunctive,
23 statutory and other legal questions within the class format, prosecution of
24 separate actions by individual members of the CALIFORNIA CLASS will
25 create the risk of:

- 26 1) Inconsistent or varying adjudications with respect to individual
27 members of the CALIFORNIA CLASS which would establish
28 incompatible standards of conduct for the parties opposing the

CALIFORNIA CLASS; and/or,

2) Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be

1 avoided to recover the relatively small amount of economic losses
2 sustained by the individual CALIFORNIA CLASS Members when
3 compared to the substantial expense and burden of individual
4 prosecution of this litigation;

5 2) Class certification will obviate the need for unduly duplicative
6 litigation that would create the risk of:

7 A. Inconsistent or varying adjudications with respect to
8 individual members of the CALIFORNIA CLASS, which
9 would establish incompatible standards of conduct for the
10 DEFENDANT; and/or,

11 B. Adjudications with respect to individual members of the
12 CALIFORNIA CLASS would as a practical matter be
13 dispositive of the interests of the other members not parties
14 to the adjudication or substantially impair or impede their
15 ability to protect their interests;

16 3) In the context of wage litigation because a substantial number of
17 individual CALIFORNIA CLASS Members will avoid asserting
18 their legal rights out of fear of retaliation by DEFENDANT, which
19 may adversely affect an individual's job with DEFENDANT or
20 with a subsequent employer, the Class Action is the only means to
21 assert their claims through a representative; and,

22 4) A class action is superior to other available methods for the fair
23 and efficient adjudication of this litigation because class treatment
24 will obviate the need for unduly and unnecessary duplicative
25 litigation that is likely to result in the absence of certification of
26 this action pursuant to Cal. Code of Civ. Proc. § 382.

27 32. This Court should permit this action to be maintained as a Class Action pursuant
28 to Cal. Code of Civ. Proc. § 382 because:

- 1 (a) The questions of law and fact common to the CALIFORNIA CLASS
2 predominate over any question affecting only individual CALIFORNIA
3 CLASS Members because the DEFENDANT's employment practices are
4 uniform and systematically applied with respect to the CALIFORNIA
5 CLASS;
- 6 (b) A Class Action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the CALIFORNIA
8 CLASS because in the context of employment litigation a substantial
9 number of individual CALIFORNIA CLASS Members will avoid
10 asserting their rights individually out of fear of retaliation or adverse
11 impact on their employment;
- 12 (c) The members of the CALIFORNIA CLASS are so numerous that it is
13 impractical to bring all members of the CALIFORNIA CLASS before the
14 Court;
- 15 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
16 able to obtain effective and economic legal redress unless the action is
17 maintained as a Class Action;
- 18 (e) There is a community of interest in obtaining appropriate legal and
19 equitable relief for the acts of unfair competition, statutory violations and
20 other improprieties, and in obtaining adequate compensation for the
21 damages and injuries which DEFENDANT's actions have inflicted upon
22 the CALIFORNIA CLASS;
- 23 (f) There is a community of interest in ensuring that the combined assets of
24 DEFENDANT are sufficient to adequately compensate the members of
25 the CALIFORNIA CLASS for the injuries sustained;
- 26 (g) DEFENDANT has acted or refused to act on grounds generally applicable
27 to the CALIFORNIA CLASS, thereby making final class-wide relief
28 appropriate with respect to the CALIFORNIA CLASS as a whole;

- 1 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
2 the business records of DEFENDANT; and,
- 3 (i) Class treatment provides manageable judicial treatment calculated to bring
4 a efficient and rapid conclusion to all litigation of all wage and hour
5 related claims arising out of the conduct of DEFENDANT as to the
6 members of the CALIFORNIA CLASS.

7 33. DEFENDANT maintains records from which the Court can ascertain and identify
8 by job title each of DEFENDANT's employees who as have been systematically, intentionally
9 and uniformly subjected to DEFENDANT's company policy, practices and procedures as herein
10 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles
11 of similarly situated employees when they have been identified.

12
13 **THE CALIFORNIA LABOR SUB-CLASS**

14 34. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth and Seventh
15 of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA
16 CLASS who are or previously were employed by Suncrest Hospice San Jose, LLC and/or
17 Suncrest Hospice Sacramento, LLC in California and classified as non-exempt employees in
18 California (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period three (3)
19 years prior to the filing of the complaint and ending on the date as determined by the Court (the
20 "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382.
21 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
22 Members is under five million dollars (\$5,000,000.00).

23 35. DEFENDANT, as a matter of company policy, practice and procedure, and in
24 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
25 requirements, and the applicable provisions of California law, intentionally, knowingly, and
26 wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate
27 compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA
28 LABOR SUB-CLASS and reporting time wages owed to these employees, even though

1 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
2 permitted or suffered to permit this work. DEFENDANT has uniformly denied these
3 CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled
4 in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling
5 operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the
6 CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

7 36. DEFENDANT maintains records from which the Court can ascertain and identify
8 by name and job title, each of DEFENDANT's employees who have been systematically,
9 intentionally and uniformly subjected to DEFENDANT's company policy, practices and
10 procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include
11 any additional job titles of similarly situated employees when they have been identified.

12 37. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
13 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

14 38. Common questions of law and fact exist as to members of the CALIFORNIA
15 LABOR SUB-CLASS, including, but not limited, to the following:

- 16 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
17 compensation due to members of the CALIFORNIA LABOR SUB-
18 CLASS for missed meal and rest breaks in violation of the California
19 Labor Code and California regulations and the applicable California Wage
20 Order;
- 21 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS with accurate
23 itemized wage statements;
- 24 (c) Whether DEFENDANT has engaged in unfair competition by the
25 above-listed conduct;
- 26 (d) The proper measure of damages and penalties owed to the members of the
27 CALIFORNIA LABOR SUB-CLASS; and,
- 28 (e) Whether DEFENDANT's conduct was willful.

1 39. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
2 under California law by:

- 3 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
4 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
5 CLASS all wages due for overtime worked, for which DEFENDANT is
6 liable pursuant to Cal. Lab. Code § 1194;
- 7 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
8 accurately pay PLAINTIFF and the members of the CALIFORNIA
9 LABOR SUB-CLASS the correct minimum wage pay for which
10 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 11 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
12 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
13 itemized statement in writing showing the corresponding correct amount
14 of wages earned by the employee;
- 15 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
18 meal breaks and the legally required off-duty rest breaks;
- 19 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
20 when an employee is discharged or quits from employment, the employer
21 must pay the employee all wages due without abatement, by failing to
22 tender full payment and/or restitution of wages owed or in the manner
23 required by California law to the members of the CALIFORNIA LABOR
24 SUB-CLASS who have terminated their employment; and,
- 25 (f) Violating Cal. Lab. Code § 204 and 204(d) for failure to timely pay all
26 earned wages owed to PLAINTIFF and members of the CALIFORNIA
27 LABOR SUB-CLASS during their employment

28 40. This Class Action meets the statutory prerequisites for the maintenance of a Class

1 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 2 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
3 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
4 Members is impracticable and the disposition of their claims as a class
5 will benefit the parties and the Court;
- 6 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
7 that are raised in this Complaint are common to the CALIFORNIA
8 LABOR SUB-CLASS and will apply uniformly to every member of the
9 CALIFORNIA LABOR SUB-CLASS;
- 10 (c) The claims of the representative PLAINTIFF are typical of the claims of
11 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
12 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
13 was a non-exempt employee paid on an hourly basis who was subjected
14 to the DEFENDANT's practice and policy which failed to pay the correct
15 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
16 PLAINTIFF sustained economic injury as a result of DEFENDANT's
17 employment practices. PLAINTIFF and the members of the
18 CALIFORNIA LABOR SUB-CLASS were and are similarly or
19 identically harmed by the same unlawful, deceptive, unfair and pervasive
20 pattern of misconduct engaged in by DEFENDANT; and,
- 21 (d) The representative PLAINTIFF will fairly and adequately represent and
22 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
23 retained counsel who are competent and experienced in Class Action
24 litigation. There are no material conflicts between the claims of the
25 representative PLAINTIFF and the members of the CALIFORNIA
26 LABOR SUB-CLASS that would make class certification inappropriate.
27 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
28 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

1 41. In addition to meeting the statutory prerequisites to a Class Action, this action is
2 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

3 (a) Without class certification and determination of declaratory, injunctive,
4 statutory and other legal questions within the class format, prosecution of
5 separate actions by individual members of the CALIFORNIA LABOR
6 SUB-CLASS will create the risk of:

7 1) Inconsistent or varying adjudications with respect to individual
8 members of the CALIFORNIA LABOR SUB-CLASS which
9 would establish incompatible standards of conduct for the parties
10 opposing the CALIFORNIA LABOR SUB-CLASS; or,

11 2) Adjudication with respect to individual members of the
12 CALIFORNIA LABOR SUB-CLASS which would as a practical
13 matter be dispositive of interests of the other members not party to
14 the adjudication or substantially impair or impede their ability to
15 protect their interests.

16 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
17 or refused to act on grounds generally applicable to the CALIFORNIA
18 LABOR SUB-CLASS, making appropriate class-wide relief with respect
19 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
20 DEFENDANT uniformly fails to pay all wages due. Including the correct
21 wages for all time worked by the members of the CALIFORNIA LABOR
22 SUB-CLASS as required by law;

23 (c) Common questions of law and fact predominate as to the members of the
24 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
25 violations of California Law as listed above, and predominate over any
26 question affecting only individual CALIFORNIA LABOR SUB-CLASS
27 Members, and a Class Action is superior to other available methods for
28 the fair and efficient adjudication of the controversy, including

consideration of:

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment

1 will obviate the need for unduly and unnecessary duplicative
2 litigation that is likely to result in the absence of certification of
3 this action pursuant to Cal. Code of Civ. Proc. § 382.

4 42. This Court should permit this action to be maintained as a Class Action pursuant
5 to Cal. Code of Civ. Proc. § 382 because:

- 6 (a) The questions of law and fact common to the CALIFORNIA LABOR
7 SUB-CLASS predominate over any question affecting only individual
8 CALIFORNIA LABOR SUB-CLASS Members;
- 9 (b) A Class Action is superior to any other available method for the fair and
10 efficient adjudication of the claims of the members of the CALIFORNIA
11 LABOR SUB-CLASS because in the context of employment litigation a
12 substantial number of individual CALIFORNIA LABOR SUB-CLASS
13 Members will avoid asserting their rights individually out of fear of
14 retaliation or adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the CALIFORNIA
17 LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal redress
20 unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations and
23 other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted upon
25 the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally applicable
2 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
4 CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
6 ascertainable from the business records of DEFENDANT. The
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
8 CLASS Members who worked for DEFENDANT in California at any
9 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 10 (i) Class treatment provides manageable judicial treatment calculated to bring
11 a efficient and rapid conclusion to all litigation of all wage and hour
12 related claims arising out of the conduct of DEFENDANT as to the
13 members of the CALIFORNIA LABOR SUB-CLASS.

14
15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

17 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

19 43. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 44. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
23 Code § 17021.

24 45. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
25 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
26 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
27 competition as follows:

28 Any person who engages, has engaged, or proposes to engage in unfair

1 competition may be enjoined in any court of competent jurisdiction. The court
2 may make such orders or judgments, including the appointment of a receiver, as
3 may be necessary to prevent the use or employment by any person of any practice
4 which constitutes unfair competition, as defined in this chapter, or as may be
5 necessary to restore to any person in interest any money or property, real or
6 personal, which may have been acquired by means of such unfair competition.

7 Cal. Bus. & Prof. Code § 17203.

8 46. By the conduct alleged herein, DEFENDANT has engaged and continues to
9 engage in a business practice which violates California law, including but not limited to, the
10 applicable Industrial Wage Order(s), the California Code of Regulations and the California
11 Labor Code including Sections 204, 210, 226.7, 510, 512, 1194, 1197, 1197.1 & 1198, for
12 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
13 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
14 unfair competition, including restitution of wages wrongfully withheld.

15 47. By the conduct alleged herein, DEFENDANT's practices were unlawful and
16 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
17 unscrupulous or substantially injurious to employees, and were without valid justification or
18 utility for which this Court should issue equitable and injunctive relief pursuant to Section
19 17203 of the California Business & Professions Code, including restitution of wages wrongfully
20 withheld.

21 48. By the conduct alleged herein, DEFENDANT's practices were deceptive and
22 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
23 mandated meal and rest periods, the required amount of compensation for missed meal and rest
24 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
25 reimburse all necessary business expenses incurred, due to a systematic business practice that
26 cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare
27 Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
28 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
including restitution of wages wrongfully withheld.

49. By the conduct alleged herein, DEFENDANT's practices were also unlawful,

1 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
2 other members of the CALIFORNIA CLASS to be underpaid during their employment with
3 DEFENDANT.

4 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
5 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed
6 to provide all legally required meal breaks to PLAINTIFF and the other members of the
7 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

8 51. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
9 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
10 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
11 for each workday in which a second off-duty meal period was not timely provided for each ten
12 (10) hours of work.

13 52. PLAINTIFF further demands on behalf of herself and each member of the
14 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
15 duty paid rest period was not timely provided as required by law.

16 53. By and through the unlawful and unfair business practices described herein,
17 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
18 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
19 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
20 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
21 to unfairly compete against competitors who comply with the law.

22 54. All the acts described herein as violations of, among other things, the Industrial
23 Welfare Commission Wage Orders, the California Code of Regulations, and the California
24 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
25 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
26 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

27 55. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
28 and do, seek such relief as may be necessary to restore to them the money and property which

1 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
2 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
3 unfair business practices, including earned but unpaid wages for all time worked.

4 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
5 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
6 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
7 engaging in any unlawful and unfair business practices in the future.

8 57. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
9 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
10 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
11 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
12 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
13 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
14 engage in these unlawful and unfair business practices.

15
16 **SECOND CAUSE OF ACTION**

17 **For Failure To Pay Minimum Wages**

18 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

20 **and Against All Defendants)**

21 58. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 59. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
25 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
26 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
27 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
28 Members.

1 60. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked.

3 61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a less wage than
5 the minimum so fixed is unlawful.

6 62. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum wage compensation and interest thereon, together with the costs of suit.

8 63. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
10 amount of time they work. As set forth herein, DEFENDANT's uniform policy and practice
11 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
12 other members of the CALIFORNIA LABOR SUB-CLASS.

13 64. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
15 result of implementing a uniform policy and practice that denies accurate compensation to
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to
17 minimum wage pay.

18 65. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately calculated the correct time worked and consequently underpaid the actual time
20 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
21 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
22 benefits in violation of the California Labor Code, the Industrial Welfare Commission
23 requirements and other applicable laws and regulations.

24 66. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
26 receive the correct minimum wage compensation for their time worked for DEFENDANT.

27 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
28 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked than

1 they were entitled to, constituting a failure to pay all earned wages.

2 68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
3 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
4 CLASS for the true time they worked, PLAINTIFF and the other members of the
5 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
6 injury in amounts which are presently unknown to them and which will be ascertained
7 according to proof at trial.

8 69. DEFENDANT knew or should have known that PLAINTIFF and the other
9 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
10 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
11 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
12 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
13 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
14 correct minimum wages for their time worked.

15 70. In performing the acts and practices herein alleged in violation of California labor
16 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
17 all time worked and provide them with the requisite compensation, DEFENDANT acted and
18 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
20 their legal rights, or the consequences to them, and with the despicable intent of depriving them
21 of their property and legal rights, and otherwise causing them injury in order to increase
22 company profits at the expense of these employees.

23 71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
24 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
25 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
26 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
27 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
28 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§

201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure To Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

75. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the

1 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
2 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

3 77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
5 DEFENDANT and were not paid for all the time they worked, including overtime work.

6 78. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
8 result of implementing a uniform policy and practice that failed to accurately record overtime
9 worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied
10 accurate compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR
11 SUB-CLASS for overtime worked, including, the overtime work performed in excess of eight
12 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
13 workweek.

14 79. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
16 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
17 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
18 of the California Labor Code, the Industrial Welfare Commission requirements and other
19 applicable laws and regulations.

20 80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
21 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
22 receive full compensation for overtime worked.

23 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
24 from the overtime requirements of the law. None of these exemptions are applicable to the
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
27 subject to a valid collective bargaining agreement that would preclude the causes of action
28 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself

1 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
2 negotiable, non-waiveable rights provided by the State of California.

3 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
5 worked that they are entitled to, constituting a failure to pay all earned wages..

6 83. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
7 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
8 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
9 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
10 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
11 failed to accurately record and pay as evidenced by DEFENDANT's business records and
12 witnessed by employees.

13 84. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
17 injury in amounts which are presently unknown to them and which will be ascertained
18 according to proof at trial.

19 85. DEFENDANT knew or should have known that PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
21 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
22 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
23 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
24 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for
25 overtime worked.

26 86. In performing the acts and practices herein alleged in violation of California labor
27 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
28 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT

1 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
3 disregard for their legal rights, or the consequences to them, and with the despicable intent of
4 depriving them of their property and legal rights, and otherwise causing them injury in order
5 to increase company profits at the expense of these employees.

6 87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
7 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
8 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
9 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
10 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
11 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
12 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
13 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
14 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
15 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
16 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

17
18 **FOURTH CAUSE OF ACTION**

19 **For Failure to Provide Required Meal Periods**

20 **[Cal. Lab. Code §§ 226.7 & 512]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
22 **Defendants)**

23 88. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
24 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
25 of this Complaint.

26 89. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
27 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
28 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and

1 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
2 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
3 duties for the legally required off-duty meal periods. As a result of their rigorous work
4 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
5 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
6 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
7 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
8 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
9 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
10 in some workdays in which these employees were required by DEFENDANT to work ten (10)
11 hours of work from time to time. As a result, PLAINTIFF and other members of the
12 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
13 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

14 90. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
15 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
16 CLASS Members who were not provided a meal period, in accordance with the applicable
17 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
18 each workday that a meal period was not provided.

19 91. As a proximate result of the aforementioned violations, PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
21 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
22 suit.

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1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 92. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
8 of this Complaint.

9 93. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
10 time to time required to work in excess of four (4) hours without being provided ten (10) minute
11 rest periods. Further, these employees from time to time were denied their first rest periods of
12 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
13 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
14 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
15 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
16 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
17 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
18 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
19 periods by DEFENDANT and DEFENDANT's managers.

20 94. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
21 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
22 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
23 Order, one additional hour of compensation at each employee's regular rate of pay for each
24 workday that rest period was not provided.

25 95. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
27 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
28 suit.

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code § 226]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 96. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 97. Cal. Labor Code § 226 provides that an employer must furnish employees with
10 an “accurate itemized” statement in writing showing:

- 11 (1) gross wages earned,
12 (2) total hours worked by the employee, except for any employee whose
13 compensation is solely based on a salary and who is exempt from payment of
14 overtime under subdivision (a) of Section 515 or any applicable order of the
15 Industrial Welfare Commission,
16 (3) the number of piecerate units earned and any applicable piece rate if the employee
17 is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item,
20 (5) net wages earned,
21 (6) the inclusive dates of the period for which the employee is paid,
22 (7) the name of the employee and his or her social security number, except that by
23 January 1, 2008, only the last four digits of his or her social security number or an
24 employee identification number other than a social security number may be shown on
25 the itemized statement,
26 (8) the name and address of the legal entity that is the employer, and
27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee.

98. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
other members of the CALIFORNIA CLASS with complete and accurate wage statements
which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
Code § 226 provides that every employer shall furnish each of his or her employees with an
accurate itemized wage statement in writing showing, among other things, gross wages
earned and all applicable hourly rates in effect during the pay period and the corresponding
amount of time worked at each hourly rate. Specifically, DEFENDANT violated Section
226 by failing to identify the correct rates of pay and number of hours worked, including for

1 the “Hazardous Pay,” item of pay, which was a wage payment. Aside, from the violations
2 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized
3 wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a
4 result, DEFENDANT from time to time provided PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

6 99. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
7 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
8 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
9 expended calculating the correct wages for all missed meal and rest breaks and the amount
10 of employment taxes which were not properly paid to state and federal tax authorities.
11 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
12 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
13 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
14 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
15 226, in an amount according to proof at the time of trial (but in no event more than four
16 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
17 CALIFORNIA LABOR SUB-CLASS herein).

18
19 **SEVENTH CAUSE OF ACTION**

20 **For Failure to Pay Wages When Due**

21 **[Cal. Lab. Code §§ 201, 202, 203]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 100. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 101. Cal. Lab. Code § 200 provides that:

28 As used in this article:

1 (a) "Wages" includes all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of
time, task, piece, Commission basis, or other method of calculation.

3 (b) "Labor" includes labor, work, or service whether rendered or performed
4 under contract, subcontract, partnership, station plan, or other agreement if the
labor to be paid for is performed personally by the person demanding
5 payment.

6 102. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer
7 discharges an employee, the wages earned and unpaid at the time of discharge are due and
8 payable immediately."

9 103. Cal. Lab. Code § 202 provides, in relevant part, that:

10 If an employee not having a written contract for a definite period quits his or
11 her employment, his or her wages shall become due and payable not later than
72 hours thereafter, unless the employee has given 72 hours previous notice of
12 his or her intention to quit, in which case the employee is entitled to his or her
wages at the time of quitting. Notwithstanding any other provision of law, an
13 employee who quits without providing a 72-hour notice shall be entitled to
receive payment by mail if he or she so requests and designates a mailing
14 address. The date of the mailing shall constitute the date of payment for
purposes of the requirement to provide payment within 72 hours of the notice
of quitting.

15 104. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
16 SUB-CLASS Members' employment contract.

17 105. Cal. Lab. Code § 203 provides:

18 If an employer willfully fails to pay, without abatement or reduction, in
19 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid or
until an action therefor is commenced; but the wages shall not continue for
21 more than 30 days.

22 106. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
23 CLASS Members has terminated and DEFENDANT has not tendered payment of wages, to
24 these employees who missed meal and rest breaks, as required by law.

25 107. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
26 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,
27 PLAINTIFF demands up to thirty days of pay as penalty for not paying all wages due at time
28 of termination for all employees who terminated employment during the CALIFORNIA

1 LABOR SUB-CLASS PERIOD, and demands an accounting and payment of all wages due,
2 plus interest and statutory costs as allowed by law.

3
4 **EIGHTH CAUSE OF ACTION**

5 **For Failure to Engage in the Interactive Process**

6 **[Cal. Gov. Code § 12940(n)]**

7 **(By PLAINTIFF and Against All Defendants)**

8 108. PLAINTIFF realleges and incorporates by reference, as though fully set forth
9 herein, the prior paragraphs of this Complaint.

10 109. DEFENDANT was an employer who met all of the requisite requirements set
11 forth under the California Fair Employment and Housing Act.

12 110. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code
13 § 12926(m).

14 111. DEFENDANT was aware that PLAINTIFF suffered from a physical disability,
15 as set forth herein.

16 112. PLAINTIFF sent DEFENDANT a request for accommodation based on her
17 physical disabilities. However, PLAINTIFF's request for accommodation fell on deaf ears, as
18 DEFENDANT failed to respond to PLAINTIFF's request. Ultimately, DEFENDANT never
19 accommodated PLAINTIFF for her physical disability subsequently terminated her
20 employment a week after her request on September 17, 2020.

21 113. Moreover, PLAINTIFF was more than willing to participate in an interactive
22 process to determine whether reasonable accommodations could be made without
23 DEFENDANT suffering any business or financial hardships.

24 114. DEFENDANT failed to participate in a timely and/or good faith interactive
25 process after PLAINTIFF requested reasonable accommodations. In fact, DEFENDANT failed
26 to respond to any of PLAINTIFF's communications regarding her request for accommodations.

27 115. As a result of DEFENDANT refusing to participate in a good faith interactive
28 process, PLAINTIFF was harmed in the form of emotional and physical pain and suffering.

116. DEFENDANT's failure to engage in a good faith interactive process was a substantial factor in causing PLAINTIFF's harm.

117. The actions alleged herein were taken by managing agents and/or officers of DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression as those terms are used in California Code of Civil Procedure § 3294. As such, PLAINTIFF is entitled to an award of punitive damages.

118. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs pursuant to Cal. Gov. Code § 12965(b).

NINTH CAUSE OF ACTION

For Failure to Provide Reasonable Accommodation

[Cal. Gov. Code § 12940(m)]

(By PLAINTIFF and Against All Defendants)

119. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

120. DEFENDANT was an employer who met all of the requirements set forth under the California Fair Employment and Housing Act.

121. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code § 12926(j).

122. PLAINTIFF suffered from a physical disability as defined under Cal. Gov. Code § 12926(m).

123. DEFENDANT was aware that PLAINTIFF suffered from a physical disability as set forth herein.

124. PLAINTIFF sent DEFENDANT a request for accommodation based on her physical disabilities. However, PLAINTIFF's request for accommodation fell on deaf ears, as DEFENDANT failed to respond to PLAINTIFF's request. Ultimately, DEFENDANT terminated her employment on September 17, 2020.

125. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation for her physical disabilities.

126. As a direct and proximate result of DEFENDANT refusing to provide PLAINTIFF with reasonable accommodation, PLAINTIFF was met with a series of adverse employment actions as set forth herein. As a further direct result of DEFENDANT's failure to provide PLAINTIFF with a reasonable accommodation, PLAINTIFF was harmed in the form of emotional and physical pain and suffering.

127. DEFENDANT's failure to provide reasonable accommodation was a substantial factor in causing PLAINTIFF's harm.

128. The actions alleged herein were taken by managing agents and/or officers of DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so doing, said managing agents and/or officers of DEFENDANT acted with malice and oppression as those terms are used in California Code of Civil Procedure § 3294. As such, PLAINTIFF is entitled to an award of punitive damages.

129. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs pursuant to Cal. Gov. Code § 12965(b).

TENTH CAUSE OF ACTION

[Wrongful Termination of Employment in Violation of Public Policy]

Violation of Labor Code Section 1102.5, *et seq.*

(By PLAINTIFF Against All Defendants)

130. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

131. After consulting with her Dr. On September 9, 2020, PLAINTIFF was diagnosed as right distal radioulnar joint subluxation, right carpal tunnel syndrome and arthritis of both hands. As a result, PLAINTIFF's Dr. placed her on a leave from September 25, 2020 through November 15, 2020. After notifying DEFENDANT of her health condition, on September 17, 2019, DEFENDANT terminated PLAINTIFF's employment. DEFENDANT's decision and

1 real motivation to terminate PLAINTIFF was in retaliation for PLAINTIFF taking protected
2 leave from work.

3 132. Moreover, DEFENDANT discriminated against and failed to reasonably
4 accommodate PLAINTIFF for her physical disabilities. PLAINTIFF herein alleges that the
5 actions taken by employees of DEFENDANT against PLAINTIFF occurred within the normal
6 scope and course of these individuals' employment with DEFENDANT. PLAINTIFF further
7 alleges that these employees were PLAINTIFF's supervisors while PLAINTIFF was employed
8 by DEFENDANT. As mentioned herein, PLAINTIFF's Dr. diagnosed PLAINTIFF as having
9 right distal radioulnar joint subluxation, right carpal tunnel syndrome and arthritis of bilat hands.
10 Such injury would qualify as a physical disability, as defined under Cal. Gov. Code §§ 12926(j)
11 and 12926(m). PLAINTIFF's Dr. placed her on a leave for her physical disabilities from
12 September 25, 2020 through November 15, 2020. In anticipation of returning back to work,
13 PLAINTIFF sent DEFENDANT a request for accommodation based on her physical
14 disabilities. However, PLAINTIFF's request for accommodation fell on deaf ears, as
15 DEFENDANT failed to respond to PLAINTIFF's request. Ultimately, DEFENDANT
16 terminated her employment on September 17, 2020.

17 133. DEFENDANT terminated PLAINTIFF's employment in violation of various
18 fundamental public policies underlying both state and federal laws. Specifically, PLAINTIFF's
19 employment was terminated in part because of his protected status(i.e., disability, medical leave,
20 and/or good faith complaints). These actions were in violation of California Labor Code
21 Section 1102.5.

22 134. As a proximate result of DEFENDANT's wrongful termination of PLAINTIFF's
23 employment violation of fundamental public policies, PLAINTIFF has suffered and continues
24 to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his
25 damage in a sum according to proof.

26 135. As a result of DEFENDANT's wrongful termination of PLAINTIFF's
27 employment, PLAINTIFF has suffered general and special damages in sums according to proof.

28 136. DEFENDANT's wrongful termination of PLAINTIFF's employment was done

1 intentionally, in a malicious, fraudulent, oppressive manner entitling PLAINTIFF to punitive
2 damages.

3 137. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
4 fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
8 severally, as follows:

9 1. On behalf of the CALIFORNIA CLASS:

- 10 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
11 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
12 B) An order temporarily, preliminarily and permanently enjoining and restraining
13 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
14 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
15 withheld from compensation due to PLAINTIFF and the other members of the
16 CALIFORNIA CLASS; and,
17 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
18 for restitution of the sums incidental to DEFENDANT's violations due to
19 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

20 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 21 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth and Seventh Causes
22 of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
23 pursuant to Cal. Code of Civ. Proc. § 382;
24 B) Compensatory damages, according to proof at trial, including compensatory
25 damages for minimum and overtime compensation due PLAINTIFF and the other
26 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
27 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
28 statutory rate;

- 1 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
2 in which a violation occurs and one hundred dollars (\$100) per each member of
3 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
5 an award of costs for violation of Cal. Lab. Code § 226;
- 6 D) The wages of all terminated employees from the CALIFORNIA LABOR
7 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
8 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;
- 9 E) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
10 the applicable IWC Wage Order;
- 11 F) The greater of all actual damages or one hundred dollars (\$100) for the initial pay
12 period in which a violation occurs and two hundred dollars (\$200) per each
13 member of the CALIFORNIA LABOR SUB-CLASS for each violation in a
14 subsequent pay period, for violation of Cal. Lab. Code § 204(d), in accordance
15 with Cal. Lab. Code § 210; and,
- 16 G) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
17 1197.

18 3. On behalf of the Eighth, Ninth, and Tenth Causes of Action:

- 19 A) General damages, including but not limited to, damages for emotional pain and
20 suffering in an amount to be proven at trial;
- 21 B) Special damages, including but not limited to, damages for past and future lost
22 wages and benefits in an amount to be proven at trial; and,
- 23 C) Exemplary and punitive damages in all applicable instances in an amount to be
24 proven at trial.

25 4. On all claims:

- 26 A) An award of interest, including prejudgment interest at the legal rate;
- 27 B) Such other and further relief as the Court deems just and equitable; and,
- 28 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the

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law, including, but not limited to, pursuant to Labor Code §226 and/or §1194.

Dated: October 16, 2020

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 16, 2020

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 7

DECLARATION OF ANTHONY ROGERS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
25 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
26 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
27 for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$7,800.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 7th day of July 2025, at Tustin, California.
14

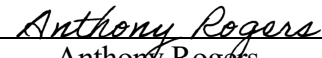
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18 Anthony Rogers
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC

Thursday, January 16, 2025

Requesting Attorney:

Jeffrey S. Herman
Blumenthal Nordrehaug Bhowmik De Blouw LLP
jeffrey@bamlawca.com
858.551.1223

ILYM Group Contact:

Tony Rogers
ILYM Group, Inc.
Trogers@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	1,250
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup: \$2,297.50
Distribution (Includes EIN, Bank Acct */QSF Setup): \$6,362.50
Case Conclusion: \$990.00

Estimated ILYM Fees & Expenses: \$9,650.00
Discounted ILYM Fees & Expenses: \$7,800.00

Case Name: Suncrest Hospice San Jose, LLC and Suncrest Hospice Sacramento, LLC

Thursday, January 16, 2025

Requesting Attorney's Name: Jeffrey S. Herman

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$367.50	1	\$367.50
Toll-Free Customer Service Representative	Flat Rate	\$400.00	1	\$400.00

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

Subtotal **\$2,297.50**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	1,250	\$1,875.00
USPS First Class 1oz Postage	Per Piece	\$0.65	1,250	\$812.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	163	\$325.00
Preparation of Taxes	Hourly	\$150.00	5	\$750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$6,362.50**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal **\$990.00**

Estimated ILYM Fees & Expenses:	\$9,650.00
Discounted ILYM Fees & Expenses:	\$7,800.00

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.