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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

JAMES HYLAND, an individual, on
behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

BEST BUY HEALTH, INC., a
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **37-2021-00030211-CU-OE-CTL**

**DECLARATION OF BROOKE WILKINSON
WALDROP IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing Date: November 7, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner
Dept.: C-60

Action Filed: July 15, 2021
Trial Date: Not Set

1 I, Brooke Wilkinson Waldrop, declare as follows:

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

7 2. A true and correct copy of the fully executed PAGA Settlement Agreement
8 (“Agreement”) with Defendant Best Buy Health, Inc. (“Defendant”) is attached as Exhibit #1. A
9 proposed order approving the PAGA settlement is submitted herewith.

10 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
11 Workforce Development Agency (“LWDA”) on March 31, 2021, on behalf of Plaintiff Hyland,
12 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
13 General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. A true
14 and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for
15 the LWDA to notify of its intent to investigate expired on June 4, 2021. On July 15, 2021, Plaintiff
16 Hyland filed a Representative Action Complaint in this Court against Defendant Best Buy Health, Inc.
17 alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code
18 §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with Steven Serratore, Esq. Prior to the
19 mediation, the Parties conducted significant investigation and discovery of the facts and law.
20 Defendant produced hundreds of documents relating to its policies, practices, and procedures
21 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
22 payroll and operations policies, and more. Plaintiff was provided with sufficient records and data to
23 determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period.
24 The Parties agree that the above-described investigation and evaluation, as well as the information
25 exchanged during the settlement negotiations, are more than sufficient to assess the merits of the
26 Parties’ positions and to compromise the issues on a fair and equitable basis. Plaintiff’s theory of
27 PAGA liability as argued at mediation alleged that Defendant is liable for miscalculating overtime and
28

1 sick pay as a result of not including certain remunerations into the regular rate. For example, Plaintiff
2 alleges the following additional remunerations were not fully incorporated into the regular rate for the
3 purpose of paying the correct overtime: “Differential,” “Premium Pay PAN 15,” “Premium Pay PAN
4 35,” “FS Incentive,” “Commission,” “Emp. Referral,” and “Sign On Bonus.” Moreover, Plaintiff
5 alleged there was also unpaid sick pay due from not including the above remunerations in the regular
6 rate. Plaintiff alleges 65.7% of Aggrieved Employees and 11.7% of pay periods had sick pay and
7 additional remunerations earned with regular rate issues. Plaintiff also alleged at mediation that
8 Defendant issued inaccurate wage statements to the Aggrieved Employees. For example, Plaintiff
9 alleges time spent completing assigned tasks outside of scheduled hours, including during unpaid meal
10 periods, was not recorded by direction of Defendant. Plaintiff alleges such assigned tasks included
11 submitting to COVID-19 screening (which at times were delayed due to lack of ready equipment),
12 contact in-person and by cell-phone to discuss work-related issues, and booting up computers prior to
13 logging into the computer-based timekeeping application. Defendant maintained that it always
14 complied with applicable wage and hour regulations. Specifically, Defendant argued that its policies,
15 documents, and expert analysis supported a conclusion that the calculation of the regular rate
16 accounted for all applicable remuneration consistent with applicable law. On April 8, 2025, the Parties
17 engaged in an all-day mediation session before Mediator Serratore, a respected and experienced
18 mediator knowledgeable of both the wage and hour laws and representative claims at issue in this
19 action. Through arms-length negotiations with the assistance of the mediator, the Parties reached an
20 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of
21 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all known
22 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
26 (“Individual Settlement”) (Settlement Agreement at ¶ 2.4). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip
an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA
remedies” nor resolve the PAGA claims.).

1 not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a
2 manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential
3 appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with
4 the assistance of Mediator Serratore.

5 4. The claim before this Court is solely the representative claim under PAGA on behalf
6 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
7 this PAGA claim in its entirety after investigation and an arm's length mediation session. The PAGA
8 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1).
9 The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount" payment
10 in the amount of \$440,000 to resolve the Released PAGA Claims (hereinafter referred to as the "PAGA
11 Settlement"). From this PAGA Settlement of \$440,000, there is a deduction of attorneys' fees ("PAGA
12 Counsel Fees Payment") in the amount of \$146,666 (which is one-third of the PAGA Settlement),
13 reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an amount not
14 to exceed \$39,000, and Settlement Administration Costs ("Administration Expenses Payment") not to
15 exceed \$8,800. (Agreement at ¶¶ 3.2.1-3.2.3).² After these deductions, the amount remaining is the
16 "PAGA Payment", which is estimated to be no less than \$245,534. Seventy-five percent (75%) (no
17 less than \$184,150.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no
18 less than \$61,383.50) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). "Aggrieved
19 Employee" means all individuals who are or were employed by defendant Best Buy Health, Inc. in
20 California and classified as a non-exempt employee at any time during the period from July 15, 2020
21 and ending March 1, 2025. (Settlement Agreement at ¶ 1.4, 1.23). The Individual PAGA Payment for
22 each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee
23 worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods
24

25 _____
26 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder of these
28 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less, or the Court approves payment less than \$8,800, the Administrator will allocate the
remainder of this amount to the PAGA Payment (Id. at ¶ 3.2.2).

1 worked by all Aggrieved Employees during the PAGA Period.³ The PAGA Period is the time period
2 from July 15, 2020 and ending March 1, 2025. (Agreement at ¶ 1.23). Defendant has represented
3 that there are approximately 843 Aggrieved Employees who collectively worked approximately
4 51,000 pay periods during the PAGA Period. (Agreement at ¶ 8) Upon entry of final judgment, the
5 Released Parties shall be entitled to a release from the Aggrieved Employees for any “Released PAGA
6 Claims”, which means all claims for PAGA penalties during the PAGA Period that were alleged, or
7 reasonably could have been alleged, based on the facts stated in, and that involve the same primary
8 rights as those placed at issue by, the Operative Complaint and the PAGA Notice submitted by Plaintiff
9 to the LWDA, including but not limited to PAGA claims premised on the alleged failure to pay
10 minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages
11 within required time periods, failure to pay for all hours worked (off-the-clock work and/or time
12 rounding), failure to pay reporting time pay, failure to pay vacation pay, failure to maintain
13 timekeeping and payroll records, failure to pay all sick time or paid sick leave, failure to pay sick time
14 or paid sick leave at the correct rate of pay, failure to provide meal and rest periods, failure to pay
15 meal or rest period premiums at the correct rate of pay, failure to timely pay wages and final wages,
16 failure to provide accurate wage statements, failure to provide suitable seating, failure to reimburse
17 employees for necessary business expenses, violation of Labor Code Section 351, and alleged
18 unlawful deductions from pay. (Agreement at ¶1.25). The Released PAGA Claims expressly excludes
19 all other claims, including Plaintiff’s Individual Settlement Payment which is subject to a separate
20 release, claims for vested benefits, wrongful termination, violation of the Fair Employment and
21 Housing Act, unemployment insurance, disability, social security, workers’ compensation, California
22 class claims, and PAGA claims outside of the PAGA period, and all other individual claims brought
23 by Plaintiff in arbitration before JAMS, Case No. 1240024788. (*Id.*)

24 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
25

26 ³ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
28 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.”)

1 (\$146,666), and PAGA Counsel Litigation Expenses in an amount not to exceed \$39,000 will also be
2 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
3 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to
4 exceed \$8,800 to perform the administrative duties to distribute the settlement money shall also be
5 paid.

6 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
7 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
8 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$440,000 is
9 more than other PAGA settlements as it constitutes approximately \$8.63 per pay period.⁴ This PAGA
10 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
11 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
12 penalties was potentially \$5,100,000 based on 51,000 pay periods applicable to the Aggrieved
13 Employees during the PAGA Period.⁵ Importantly, however, these calculations were performed at the
14 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
15 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
16 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
17 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,
18 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided
19 for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
20 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
21 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
22 penalties would be only \$225,000, which is less than this settlement provides.

23
24 ⁴ As of October 7, 2025, after mediation, Defendant estimates there are 843 Aggrieved Employees
25 who have worked a total of 51,000 Pay Periods during the PAGA Period. (Settlement Agreement at
¶ 8)

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$5,100,000 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

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

3 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
4 amount of \$146,666 representing one-third of the \$440,000 Gross PAGA Settlement Amount. The
5 payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several
6 factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a
7 recovery of \$440,000.00, and this result justifies the requested fees equal to one third of this recovery.
8 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
9 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
10 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the
11 case. Second, the fee award is justified by the work performed and contributions to the case. Here, the
12 fee award is more than PAGA Counsel's current lodestar of \$276,215.00, which exceeds the requested
13 award and therefore represents a "negative multiplier". As detailed in the accompanying billing
14 statement, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for
15 my firm in this court matter as of October 14, 2025 is \$276,215.00 for more than 436 hours of work
16 prosecuting the claims being resolved by this Settlement. This time does not include time incurred
17 after the billing was finalized and the time spent managing the completion of the settlement, which I
18 estimate will add another \$10,000 to \$20,000 in additional lodestar. Third, the consideration of the
19 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
20 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
21 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
22 award is less than the lodestar, there can be no question of the reasonableness of the award.

23 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
24 Counsel, which currently are \$34,145.13 which is less than the \$39,000 allocation for costs in the
25 Agreement, so the difference of \$4,854.87 will be added to the PAGA Payment amount. The litigation
26 expenses incurred by my firm in the amount of \$34,145.13 were all reasonably necessary to the
27 litigation and are detailed in Exhibit #2 attached hereto.

1 Experience and Qualifications

2 10. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely
3 to the prosecution of wage and hour class action and PAGA action matters. The attorneys at
4 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
5 contested motions for class certification including many consolidated wage and hour matters.

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

21 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
22 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
23 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of
24 \$3,7146,666 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148);
25 (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
26 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
27 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
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1 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
2 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
3 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
4 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
5 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
6 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
7 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
8 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
9 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
10 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
11 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
12 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
13 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
14 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
15 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
16 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
17 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
18 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
19 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
20 Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
21 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
22 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
23 settlements that my firm has previously negotiated, and which courts have approved.

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

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

13 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
14 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
15 from \$250 to \$275.⁶ My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
16 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
17 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
18 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
19 Judge Andre Birotte Jr. explicitly found that PAGA Counsel's "rates generally appear reasonable and
20 'in line with those prevailing in the [relevant] community'—the Central District of California".
21 Finally, the reasonableness of PAGA Counsel's hourly rates is further confirmed by comparing such
22 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
23 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
24 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
25 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
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27 ⁶ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
2 to show that PAGA Counsel's rates are in line with the comparable rates of the defense counsel that
3 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
4 currently being prosecuted by PAGA Counsel. In another example from several years ago, Sheppard
5 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by PAGA Counsel
6 (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
7 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
8 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
9 rates charged by my firm for comparable work are less than these examples and are therefore
10 undoubtedly reasonable.

11 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
12 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
13 allegations. On October 12, 2025, I served the LWDA with the Settlement Agreement, and the email
14 receipt for this service is attached hereto as Exhibit #6. In addition, the LWDA is being served with
15 this motion which includes the Settlement Agreement, as verified in the proof of service.

16 14. Settlement Administration – ILYM Group was selected as the Settlement
17 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
18 in the amount of \$7,950. A Declaration from ILYM which includes the estimate from ILYM Group is
19 filed herewith. Blumenthal Nordrehaug Bhowmik De Blouw LLP have used ILYM Group
20 successfully as the administrator in more than twenty prior settlements in the last couple years and
21 know them to be competent and experienced.

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

24 16. Pending Putative PAGA Actions – It is my understanding that there are no pending
25 putative PAGA actions with overlapping PAGA definitions asserting such claims that would be
26 extinguished or adversely affected by the settlement in this matter. (Settlement Agreement at ¶ 2.8.)
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28

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

3
4 /s/ Brooke Wilkinson Waldrop
5 Brooke Wilkinson Waldrop
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff James Hyland (“Plaintiff”) and defendant Best Buy Health, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *James Hyland v. Best Buy Health, Inc.*, Case No. 37-2021-00030211-CU-OE-CTL, initiated on July 15, 2021 and pending in Superior Court of the State of California, County of San Diego.
- 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 Defendant 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 Defendant’s 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 San Diego.

- 1.9. “Defendant” means named defendant Best Buy Health, Inc.
- 1.10. “Defense Counsel” means Barbara J. Miller, Christopher J. Taylor, and Kevin J. Bohm of the law firm of Morgan, Lewis, & Bockius LLP.
- 1.11. “Effective Date” means the date by when a court enters an order approving this Settlement..
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$440,000.00 for the PAGA Payment; the payments of Administration Expense Payment; Attorneys’ Fees; and Attorneys’ Expenses. The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claims forms required. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff for a General Release of his claims, including non-PAGA 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 compared to the total PAGA Periods all Aggrieved Employees worked.
- 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, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 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 James Hyland’s March 31, 2021, letter to Defendant 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, 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 Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from July 15, 2020 and ending March 1, 2025.
- 1.24. “Plaintiff” means James Hyland, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” mean any and all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in, and that involve the same primary rights as those placed at issue by, the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, including but not limited to PAGA claims premised on the alleged failure to pay minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work and/or time rounding), failure to pay reporting time pay, failure to pay vacation pay, failure to maintain timekeeping and payroll records, failure to pay all sick time or paid sick leave, failure to pay sick time or paid sick leave at the correct rate of pay, failure to provide meal and rest periods, failure to pay meal or rest period premiums at the correct rate of pay, failure to timely pay wages and final wages, failure to provide accurate wage statements, failure to provide suitable seating, failure to reimburse employees for necessary business expenses, violation of Labor Code Section 351, and alleged unlawful deductions from pay. The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s Individual Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period, and all other individual claims brought by Plaintiff in arbitration before JAMS, Case No. 1240024788. The Aggrieved Employees may not opt-out of the PAGA portion of the Settlement. A court order approving the Settlement effectuates the release by Aggrieved Employees and the LWDA. The Parties intend for this

Settlement to have claim preclusion, issue preclusion, or otherwise bar a PAGA Action if an Aggrieved Employee were to bring a subsequent claim on behalf of the LWDA based on any claim covered by the Released PAGA Claims during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court (Angelo Dairy)* 46 Cal. 4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F. Supp. 2d 1246 (2011), an individual otherwise meeting the definition of an Aggrieved Employee who is eligible to receive an Individual PAGA Payment from PAGA Payment shall be deemed to have released the Released Claims, regardless if the check is cashed or not, and may not opt-out of, or object to, the release of the Released PAGA Claims or the Settlement.

- 1.26. “Released Parties” means Defendant; its present, former, or future owners, direct and indirect parents, divisions, subsidiaries, and their direct or indirect subsidiaries, past and present officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On March 31, 2021, Plaintiff James Hyland served a PAGA notice to LWDA alleging failure to pay minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work and/or time rounding), failure to pay reporting time pay, failure to pay vacation pay, failure to maintain timekeeping and payroll records, failure to pay all sick time or paid sick leave, failure to pay sick time or paid sick leave at the correct rate of pay, failure to provide meal and rest periods, failure to pay meal or rest period premiums at the correct rate of pay, failure to timely pay wages and final wages, failure to provide accurate wage statements, failure to reimburse employees for necessary business expenses, violation of Labor Code Section 351, failure to provide suitable seating, and unlawful deductions from pay.
- 2.2. On July 15, 2021, Plaintiff James Hyland commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for pursuant to the PAGA [Labor Code §§ 2698, *et seq.*] for alleged failure to pay minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work and/or time rounding), failure to pay reporting time pay, failure to pay vacation pay, failure to maintain timekeeping and payroll records, failure to pay all sick time or paid sick leave, failure to pay sick

time or paid sick leave at the correct rate of pay, failure to provide meal and rest periods, failure to pay meal or rest period premiums at the correct rate of pay, failure to timely pay wages and final wages, failure to provide accurate wage statements, failure to reimburse employees for necessary business expenses, violation of Labor Code Section 351, and alleged unlawful deductions from pay.

- 2.3. On September 22, 2021, Plaintiff filed a First Amended Complaint adding additional factual allegations and theories of liability. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.4. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual non-PAGA claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual non-PAGA claims were not at issue in the Action and exist independent 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 Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement 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.
- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6. On April 8, 2025, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq. which led to this Agreement to settle the Action. Following the mediation, the Parties agreed to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding.
- 2.7. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant’s 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. Defendant also produced a statistically significant sampling of electronic timekeeping and payroll records for the Aggrieved employees, which PAGA Counsel analyzed, with the assistance of an expert consultant, to assess Plaintiff’s claims. The Parties agree that the above described investigation and evaluation, as well as the information exchanged during negotiations, are sufficient to assess the merits of the Parties’ positions and to compromise the issues on a fair and equitable basis.

- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending 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, Defendant promises to pay \$440,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 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 Defendant.
- 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 \$146,666 and PAGA Counsel Litigation Expenses Payment of not more than \$39,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$8,800 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 \$8,800, 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 \$245,534.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$184,150.50) allocated to the LWDA PAGA Payment and 25% (no less than \$61,383.50) 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. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS 1099 Forms to the respective Aggrieved Employees and applicable governmental authorities.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within fifteen (15) days after the Effective Date, Defendant will simultaneously 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. Defendant has 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. 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.

4.2. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later fourteen (14) days after the Effective Date.

4.3. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after

Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff, the State of California, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiffs, the State of California, and Aggrieved Employees:

Plaintiffs, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released, 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.”

5.2 No Right to Object or Opt Out. Because this Settlement is not a class action settlement, but rather a PAGA settlement involving claims on behalf of the State of California, no person can (a) object to the settlement after the Court’s Approval Order is made, or (b) opt out from being covered by the Released PAGA Claims at any time before or after the Approval Order is made.

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 Counsel Fees incurred in connection with the Operative Complaint 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 Declaration, 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 and Defense Counsel are jointly 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. PAGA Counsel is responsible for delivering the Court's Order approving the settlement 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 purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall immediately 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 its records, Defendant estimates that, as of the date of this Agreement, 843 Aggrieved Employees worked a combined 51,000 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods in a declaration signed under penalty of perjury prior to the filing of the motion for approval. In the event the actual number of PAGA Pay Periods escalate beyond 10% more than 51,000 (more than 56,100 pay periods), either the Gross PAGA Settlement Amount will increase proportionally or Defendant may choose to move the release end date to the date the accrual of 51,000 PAGA Pay Periods, rather than March 1, 2025.

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. Plaintiff, and his respective counsel waive all rights to appeal from the Judgment, or any order approving this Settlement, 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. Provided that the Judgement is consistent with the terms of this Agreement, including the Monetary Terms in Section 3 and the Release of Claims in Section 5, Defendant and its counsel, wave the right to appeal from the Judgment or order approving this Settlement. 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 PAGA counsel will not disclose the amount of the Individual Settlement to any current or former employee of Defendant other than Plaintiff.

10.2 Right to Withdraw From Settlement. Defendant may withdraw from the Settlement if: (A) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross PAGA Settlement Amount, except as may be increased under Paragraph 8; (B) the Court does not approve the Settlement; (C) the Court does not order the release of claims of the Aggrieved Employees agreed to by the Parties, or otherwise makes an order inconsistent with any of the material

terms of this Settlement Agreement; or (D) Plaintiffs or Plaintiffs' counsel breach this Settlement Agreement.

- 10.3 No Admission of Liability or Representative Action Treatment or 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 Defendant that any of the allegations in the PAGA Notice, the initial Complaint, or the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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 (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.4 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, including the Parties' Memorandum of Understanding executed on April 21, 2025.
- 10.5 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 10.6 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 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.
- 10.7 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.

- 10.8 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.
- 10.9 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.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 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.
- 10.12 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.
- 10.13 Confidentiality. Other than information, filings and disclosures 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.” Plaintiffs and PAGA Counsel agree not to disclose the terms of this settlement except in court papers or if required by legal process, except that PAGA Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiffs and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiffs and PAGA Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. 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.

10.14 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 Defendant in connection with 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 shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 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.

10.16 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.

10.17 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
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: **MORGAN, LEWIS & BOCKIUS LLP**
 Barbara J. Miller, Bar No. 167223
 Christopher J. Taylor, Bar No. 292369

Kevin J. Bohm, Bar No. 329569
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653
Tel: +1.714.830.0600
Fax: +1.714.830.0700
barbara.miller@morganlewis.com
christopher.taylor@morganlewis.com
kevin.bohm@morganlewis.com

- 10.18 Execution in Counterparts. This 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.
- 10.19 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.20 No Other Pending Claims. Plaintiff represents that, aside from his individual claims currently in arbitration, he 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 Defendant, or otherwise related to Defendant or the Released Parties.
- 10.21 No Other Represented Claimants. PAGA Counsel represents that they do not currently represent any current or former employee of Defendant (other than Plaintiff) who is intending to bring claims against Defendant.
- 10.22 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, pursuant to CCP section 583.330 the date to bring a case to trial under CCP section 583.310 is extended for a period of not less than one (1) year starting from April 22, 2025 until the entry of the order approving this Settlement or, if an order approving the Settlement is not entered, until the date this agreement shall no longer be of any force or effect. 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: 10/09/2025

James D Hyland
James D Hyland (Oct 9, 2025 20:53:35 PDT)

Plaintiff James Hyland

Dated: _____

[name]

For Defendant Best Buy Health, Inc.

Dated: 10/10/25

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Barbara J. Miller
Christopher J. Taylor
Kevin J. Bohm
Morgan, Lewis, & Bockius LLP
Attorneys for Defendant

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff James Hyland

Dated: 10/9/2025 | 9:39 CDT

DocuSigned by:
Scott cauwels
C4FA6006E7D1497...

Scott cauwels [name]

For Defendant Best Buy Health, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: October 10, 2025



Barbara J. Miller
Christopher J. Taylor
Kevin J. Bohm
Morgan, Lewis, & Bockius LLP
Attorneys for Defendant

EXHIBIT 2

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

OCTOBER 14, 2025

JAMES HYLAND

RE: GREATCALL/BEST BUY HEALTH
FILE NUMBER: CA2373.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/19/21	SB	REVIEW CASE FILE, PREPARE CASE ANALYSIS, ADVISE ND	2.80	450	1,260.00
03/23/21	SB	DRAFT COMPLAINT	2.80	450	1,260.00
03/24/21	SB	PREPARE CASE NOTES & PAGA NOTICE	2.80	450	1,260.00
06/29/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
07/01/21	SB	REVISE COMPLAINT FOR FILING	2.80	450	1,260.00
07/13/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
07/13/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENT; 1198.5 RESPONSE	2.50	675	1,687.50
07/14/21	RE	REVIEW, EDIT AND FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT FOR NEXT DAY FILING	2.70	675	1,822.50
07/15/21	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY ACTION	0.50	675	337.50
07/15/21	RE	FINALIZE COMPLAINT PACKAGE; FILE IN SAN DIEGO SUP. CT.	0.60	675	405.00
07/16/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPARTMENT/JUDICIAL ASSIGNMENT AND INITIAL CMC			
07/16/21	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
08/05/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
08/13/21	RE	CHECK STATUS OF SERVICE W PROCESS SERVER; MEMO TO FIRM RE 10-DAY POST SERVICE COMMENCEMENT OF WRITTEN DISCOVERY	0.30	675	202.50
08/20/21	RE	FILE PROOF OF SERVICE OF SUMMONS	0.40	675	270.00
09/08/21	CL	MULTIPLE EMAILS FROM/TO C. TAYLOR RE: EXTENSION RE: RESPONSIVE PLEADINGS; EMAIL TO C. TAYLOR CONFIRMING ELECTRONIC SERVICE.	0.50	750	375.00
09/10/21	AR	REVIEW AND OUTLINE FILE FOR ONBOARDING; EXTRACT DOCUMENTS FOR DRAFTING DISCOVERY REQUESTS.	0.80	550	440.00
09/15/21	CL	REVIEW AND ANALYZE ORDER DEEMING CASE COMPLEX.	0.30	750	225.00
09/17/21	AR	REVIEW AND OUTLINE FILE; DRAFT AND SERVE INITIAL DISCOVERY REQUESTS.	1.50	550	825.00
09/17/21	CL	EMAIL FROM C. TAYLOR RE: MOTION TO STRIKE COMPLAINT; TELEPHONE CALL WITH C. TAYLOR RE: MEET AND CONFER RE: SAME; DISCUSS WITH AJ RE: AMENDING THE COMPLAIN AND LEGAL RESEARCH RE PAGA RECOVERY UNDER 246T; DISCUSS WITH RICO RE: SAME.	1.50	750	1,125.00
09/20/21	RE	CONFER W AJ RE LC 246 RR SICK PAY	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MISCALCULATION ALLEGATION/NECESSARY AMENDMENT TO COMPLAINT			
09/21/21	CL	DRAFT FIRST AMENDED COMPLAINT; DISCUSS WITH RICO AND NORM RE: LC 246 AND 351; EMAIL FROM/TO C. TAYLOR RE: FIRST AMENDED COMPLAINT AND MOTION TO STRIKE.	1.30	750	975.00
09/21/21	RE	REVIEW MEMO RE LC 246; CONFER W C LEVU RE 246 CLAIMS/MOTION TO STRIKE	1.00	675	675.00
09/22/21	CL	FINALIZE FIRST AMENDED COMPLAINT, DISCUSS WITH NORM RE: REVISIONS.	1.40	750	1,050.00
10/14/21	AR	REVIEW FILE FOR STATUS; MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISCOVERY REQUESTS AND PMK DEPOSITION.	0.50	550	275.00
10/18/21	CL	EMAIL TO/FROM C. TAYLOR RE: UPDATED CONFERENCE CALL; TELEPHONE CALL WITH A. RONAN RE: SAME.	0.30	750	225.00
10/19/21	AR	REVIEW AND OUTLINE PLEADINGS IN ADVANCE OF MEET AND CONFER TELECONFERENCE.	0.80	550	440.00
10/19/21	AR	TELECONFERENCE WITH CTL IN ADVANCE OF MEET AND CONFER CALL WITH OPPOSING COUNSEL.	0.40	550	220.00
10/19/21	AR	MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL REGARDING PMK TOPICS.	0.80	550	440.00
10/19/21	CL	REVIEW AND ANALYZE PERSONNEL AND PAYROLL RECORDS IN PREPARATION FOR TELEPHONE CALL WITH C. TAYLOR RE: PMK CATEGORIES; CONFERENCE CALL WITH C. TAYLOR AND K. BOHM RE:	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SCOPE OF PMK DEPOSITIONS; EMAIL TO C. TAYLOR RE: MEET AND CONFER RE: CATEGORIES OF SAME.			
10/21/21	CL	RECEIPT AND REVIEW DEFENDANT'S REQUEST FOR PRODUCTION OF DOCUMENTS AND SPECIAL INTERROGATORIES, SET ONE.	0.40	750	300.00
10/27/21	CL	RECEIPT AND REVIEW DEPOSITION NOTICE OF PLAINTIFF JAMES HYLAND.	0.30	750	225.00
10/27/21	CL	TELEPHONE CALL TO J. HYLAND RE: DEPOSITION AND PRE-DEPOSITION; EMAIL TO J. HYLAND RE: SAME.	0.70	750	525.00
11/01/21	CL	EMAIL FROM/TO C. TAYLOR RE: MEET AND CONFER RE: 2ND EXTENSION TO RESPOND TO DISCOVERY, PLAINTIFF'S DEPOSITION AND PMK DEPOSITION CATEGORIES AND REQUEST FOR DEPOSITION AVAILABILITY.	0.40	750	300.00
11/01/21	CL	RECEIPT AND REVIEW OF OBJECTION TO DEPOSITION NOTICE OF PMK DEPOSITION; REVIEW AND ANALYZE CCP 1010.6 DATES; EMAIL TO C. TAYLOR RE: WAIVER OF OBJECTIONS TO PMK DEPOSITION NOTICE.	0.50	750	375.00
11/08/21	CL	EMAIL TO J. HYLAND RE: RESPONSES TO INITIAL DISCOVERY; TEXT MESSAGE RE: SAME.	0.30	750	225.00
11/09/21	AR	MULTIPLE CORRESPONDENCE WITH CLIENT REGARDING DISCOVERY RESPONSES.	0.30	550	165.00
11/09/21	CL	DRAFT OBJECTION TO DEPO NOTICE OF J. HYLAND.	0.40	750	300.00
11/09/21	CL	RECEIPT AND REVIEW DEFENDANT'S RESPONSES TO REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE,	0.80	750	600.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT AND PRODUCTION; BBHEALTH 000001-00000409.			
11/11/21	AR	REVIEW AND OUTLINE DISCOVERY REQUESTS IN ADVANCE OF TELECONFERENCE WITH CLIENT; REVIEW FILE FOR CLAIMS.	0.50	550	275.00
11/11/21	AR	TELECONFERENCE WITH CLIENT REGARDING DISCOVERY RESPONSES; DRAFT FOLLOW UP CORRESPONDENCE.	1.00	550	550.00
11/12/21	CL	EMAIL TO C. TAYLOR RE: MEET AND CONFER RE: PMK DEPOSITION CATEGORIES.	0.40	750	300.00
11/15/21	CL	RECEIPT AND REVIEW NOTICE OF RESCHEDULING OF HEARING.	0.20	750	150.00
11/15/21	CL	NOTICE OF CASE REASSIGNMENT TO JUDGE BRANER IN DEPT C-60; DISCUSS WITH RICO RE: SAME.	0.20	750	150.00
11/16/21	CL	DRAFT MEET AND CONFER EMAIL TO C. TAYLOR RE: PMK CATEGORIES, DEPOSITION DATES AND UNTIMELY OBJECTIONS; REVIEW AND ANALYZE	1.70	750	1,275.00
11/17/21	CL	REVIEW AN DEFENDANT'S PRODUCTION HEALTH 1-408.	1.20	750	900.00
11/17/21	CL	DRAFT MEET AND CONFER EMAIL TO C. TAYLOR RE: DEFENDANT'S RESPONSES TO REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; AND EMPLOYMENT FORM INTERROGATORIES, SET ONE.	2.40	750	1,800.00
11/17/21	CL	EMAIL TO/FROM B. BERGER RE: REVIEW OF WAGE STATEMENTS AND TELEPHONE CALL IN	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PREPARATION OF PMK DEPOSITION.			
11/17/21	AR	REVIEW AND OUTLINE DOCUMENTS FOR PRODUCTION; MULTIPLE CORRESPONDENCE WITH AC REGARDING THE SAME.	0.80	550	440.00
11/18/21	CL	DRAFT AND REVISE PLAINTIFF'S RESPONSE TO SPECIAL INTERROGATORIES, AND REQUEST FOR PRODUCTION OF DOCUMENTS.	0.60	750	450.00
11/18/21	CL	CONFERENCE CALL WITH C. TAYLOR AND K. BOHM RE: MEET AND CONFER RE: DISCOVERY RESPONSES, BAW AND PMK CATEGORIES.	1.30	750	975.00
11/18/21	CL	LENGTHY EMAIL TO/FROM C. TAYLOR AND K. BOHM RE: MEET AND CONFER RE: DISCOVERY RESPONSES, BAW AND PMK CATEGORIES.	1.10	750	825.00
11/18/21	AR	TELECONFERENCE WITH CLIENT REGARDING DISCOVERY RESPONSES, REVIEW DOCUMENTS.	0.80	550	440.00
11/18/21	AR	REVIEW FILE, DRAFT RESPONSES TO SROGS, TELECONFERENCE WITH CTL REGARDING THE SAME.	2.20	550	1,210.00
11/18/21	AR	REVIEW FILE, DRAFT RESPONSES TO RFPS, TELECONFERENCE WITH CTL REGARDING THE SAME.	1.70	550	935.00
11/19/21	AR	REVISE AND FINALIZE RESPONSES TO SPECIAL INTERROGATORIES; PREPARE AND SERVE.	0.80	550	440.00
11/19/21	AR	REVISE AND FINALIZE RESPONSES TO REQUESTS FOR PRODUCTION; PREPARE AND SERVE.	0.70	550	385.00
11/19/21	AR	FINALIZE BATES PRODUCTION; PREPARE POS AND SERVE.	0.60	550	330.00
11/24/21	CL	TELEPHONE CALL WITH CLIENT RE:	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRE-DEPO AND DEPOSITION AND DEFENDANT'S ATTEMPTS TO TAKE THE DEPOSITION OFF CALENDAR; EMAIL TO CLIENT RE: SAME.			
11/24/21	CL	EMAIL FROM/TO K. BOHAM RE: MEET AND CONFER RE: RESPONSES TO DISCOVER AND DEPOSITION OF PLAINTIFF.	0.40	750	300.00
11/29/21	CL	TELEPHONE CALL AND EMAIL TO J. HYLAND RE: CANCELLATION OF DEPOSITION AND PRE-DEPOSITION; EMAIL TO/FROM C. TAYLOR RE: DEPOSITION OF J. HYLAND AND PMK AVAILABILITY.	0.50	750	375.00
12/01/21	AR	REVIEW AND OUTLINE RESPONSES PURSUANT TO CORRESPONDENCE WITH OPPOSING COUNSEL.	0.70	550	385.00
12/16/21	CL	REVIEW AND ANALYZE MEET AND CONFER RE: PLAINTIFF'S RESPONSES TO SROGS AND RPD; DRAFT AMENDED SROGS AND RPDS; EMAIL TO J. HYLAND RE: AMENDED RESPONSES AND TELEPHONE CALL RE: SAME.	2.30	750	1,725.00
12/16/21	CL	REVIEW AND ANALYZE PLAINTIFF'S REVISIONS TO PROTECTIVE ORDER; REVISE PROTECTIVE ORDER VERSION 3; REVIEW AND ANALYZE EMAIL FROM C. TAYLOR RE: MEET AND CONFER RE: BELAIRE-WEST NOTICE, PROTECTIVE ORDER; PLAINTIFF'S RESPONSES TO DISCOVERY; DEFENDANT'S RESPONSES TO DISCOVERY AND EXTENSION TO MOVE TO COMPEL; DRAFT MEET AND CONFER EMAIL RESPONSE RE: SAME.	1.90	750	1,425.00
12/16/21	AR	RECEIVE AND REVIEW REVISED DISCOVERY RESPONSES; MULTIPLE CORRESPONDENCE WITH CTL REGARDING THE SAME.	0.80	550	440.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/17/21	CL	TELEPHONE CALL WITH J. HYLAND RE: AMENDED RESPONSES TO RPD1 AND SROG2; DRAFT AMENDED RESPONSES TO RPD1 AND SROG2; EMAIL TO J. HYLAND RE: AMENDED RESPONSES TO DISCOVERY; FINALIZE PRODUCTION OF PLAINTIFF HYLAND 00086-00088.	1.40	750	1,050.00
12/17/21	CL	RECEIPT AND REVIEW NOTICE OF RESCHEDULING HEARING - CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
12/20/21	CL	FINALIZE SUPPLEMENTAL RESPONSE TO RPD1 AND SROG1; EMAIL TO C. TAYLOR RE: MEET AND CONFER RE: SAME.	0.50	750	375.00
12/20/21	CL	RECEIPT AND REVIEW SIGNED VERIFICATIONS FROM CLIENT RE: SUPPLEMENTAL RESPONSES TO RPD1 AND SROG1; EMAIL TO J. HYLAND RE: REVISIONS TO THE DATES.	0.50	750	375.00
12/21/21	CL	FINALIZE AMENDED RESPONSES TO RPD1 AND SROG1; EMAIL FROM/TO C. TAYLOR RE: PROTECTIVE ORDER, PMK DEPOSITION, VERIFIED RESPONSES TO RPD1 AND SROG1 AND PRODUCTION AND SCOTUS RULING IN VIKING RIVER.	0.90	750	675.00
12/22/21	CL	RECEIPT AND REVIEW SUPPLEMENTAL RESPONSES TO REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PRODUCTION.	0.50	750	375.00
01/04/22	AR	REVIEW FILE FOR STATUS; BEGIN DRAFTING CASE MANAGEMENT STATEMENT.	0.80	550	440.00
01/05/22	CL	RECEIPT AND REVIEW DEFENDANT'S MOTION TO COMPEL.	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/06/22	CL	EMAIL TO C. TAYLOR RE: DEPOSITIONS, STAY AND RESPONSES TO DISCOVERY.	0.20	750	150.00
01/06/22	AR	RECEIVE AND REVIEW MOTION TO COMPEL PLEADINGS; DRAFT CORRESPONDENCE.	0.80	550	440.00
01/06/22	AR	REVIEW PRIOR MEET AND CONFER CORRESPONDENCE; CREATE TIMELINE AND DRAFT SUMMARY; CORRESPONDENCE WITH CTL.	0.70	550	385.00
01/06/22	AR	REVISE AND FINALIZE CASE MANAGEMENT STATEMENT; FILE AND SERVE.	0.60	550	330.00
01/07/22	AR	RECEIVE AND REVIEW MOTION TO STAY; DRAFT SUMMARY.	0.80	550	440.00
01/10/22	CL	RECEIPT AND REVIEW DEFENDANT'S CASE MANAGEMENT STATEMENT.	0.30	750	225.00
01/10/22	CL	RECEIPT AND REVIEW DEFENDANT'S MOTION FOR ORDER TO STAY PROCEEDINGS.	0.40	750	300.00
01/10/22	CL	EMAIL TO/FROM C. TAYLOR RE: MEET AND CONFER RE: PMK DATES AND PLAINTIFF'S DISCOVERY.	0.20	750	150.00
01/12/22	CL	TELEPHONE CALL WITH C. TAYLOR RE: STAY PENDING VIKING RIVER DECISION; REVIEW AND ANALYZE MOTION TO STAY AND ARBITRATION AGREEMENT REFERENCING REPRESENTATIVE ACTION WAIVERS; DISCUSS WITH AJ RE: SAME.	0.60	750	450.00
01/14/22	CL	TELEPHONE CALL WITH C. TAYLOR RE: STAY PENDING VIKING RIVER DECISION; REVIEW AND ANALYZE MOTION TO STAY AND ARBITRATION AGREEMENT REFERENCING REPRESENTATIVE ACTION WAIVERS; DISCUSS WITH AJ RE: SAME.	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/17/22	CL	EMAIL FROM C. TAYLOR RE: MEET AND CONFER RE: DISCOVERY RESPONSES.	0.20	750	150.00
01/18/22	CL	TELEPHONE CALL WITH C. TAYLOR RE: MEET AND CONFER RE: STIPULATION TO STAY PENDING VIKING RIVER, MOTION TO COMPEL FURTHER RESPONSES AND	0.30	750	225.00
01/19/22	CL	EMAIL TO/FROM M. DITTON RE: MEET AND CONFER RE: CMS AND ELECTRONIC SERVICE AGREEMENT.	0.30	750	225.00
01/19/22	CL	CONFERENCE CALL WITH M. DITTON RE: MEET AND CONFER JOINT CMS AND STAY PENDING VIKING RIVER CRUISES.	0.30	750	225.00
01/20/22	CL	EMAIL FROM C. TAYLOR REQUESTING FAVORABLE RULING IN VIKING RIVER AND DISCUSSIONS WITH COURT AT CMC.	0.30	750	225.00
01/21/22	CL	ATTEND CASE MANAGEMENT CONFERENCE.	0.50	750	375.00
01/24/22	CL	RECEIPT AND REVIEW AMENDED NOTICE OF HEARING ON MOTION TO STAY.	0.20	750	150.00
01/25/22	CL	TELEPHONE CALL WITH C. TAYLOR RE: MEET AND CONFER RE: MOTION TO COMPEL FURTHER RESPONSES TO A DATE AFTER THE MOTION TO STAY IS HEARD AND PLAINTIFF'S DEPOSITION AVAILABILITY; EMAIL TO C. TAYLOR RE: SAME; EMAIL TO C. TAYLOR CONFIRMING DEPOSITION AVAILABILITY.	0.50	750	375.00
01/25/22	CL	EMAIL TO J. HYLAND RE: DEPOSITION AND PRE-DEPOSITION AVAILABILITY; TEXT MESSAGE TO J. HYLAND RE: SAME; EMAIL TO J. HYLAND RE: PRE-DEPOSITION AND DEPOSITION CONFIRMATION; TEXT MESSAGES TO J. HYLAND RE: SAME.	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/27/22	CL	REVISE JOINT CASE MANAGEMENT CONFERENCE STATEMENT; EMAIL TO M. DITTON RE: ARBITRATION AGREEMENT.	0.70	750	525.00
01/28/22	CL	[PAGA] REVISE JOINT CASE MANAGEMENT STATEMENT; EMAIL TO/FROM M. DITON RE: SAME.	0.60	750	450.00
01/28/22	CL	[PAGA] FINALIZE AND FILE JOINT CASE MANAGEMENT STATEMENT; EMAIL TO/FROM M. DITON RE: SAME.	0.40	750	300.00
02/09/22	CL	REVIEW AND ANALYZE ARBITRATION AGREEMENT AND MOTION TO STAY ACTION; DRAFT OPPOSITION TO MOTION TO STAY PENDING VIKING RIVER AND REQUEST FOR JUDICIAL NOTICE.	3.60	750	2,700.00
02/10/22	JH	REVIEW/ANALYZE MOTION TO STAY OPP	0.70	750	525.00
02/10/22	AR	REVIEW FILE FOR STATUS; DRAFT CASE MANAGEMENT CONFERENCE STATEMENT.	0.50	550	275.00
02/10/22	AR	FINALIZE, FILE AND SERVE CASE MANAGEMENT STATEMENT.	0.40	550	220.00
02/10/22	CL	EMAIL TO/FROM M. DUTTON RE: MOTION TO COORDINATE RE: HEARING DATE.	0.20	750	150.00
02/10/22	CL	REVIEW CASE MANAGEMENT STATEMENT AND DISCUSS WITH ANDY RE: SAME.	0.20	750	150.00
02/17/22	CL	REVIEW AND ANALYZE REPLY TO MOTION TO STAY.	0.40	750	300.00
02/24/22 15	VR	REVIEW TENTATIVE RULING RE MOTION FOR STAY; ADVISE CTL	0.50	750	375.00
02/25/22 08	VR	COURT APPEARANCE AT HEARING RE DEFENDANT'S MOTION TO STAY; PREP; FOLLOW UP; ADVISE CTL AND JH	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/01/22 06	VR	CORRESPONDENCE TO PLAINTIFF AND CORRESPONDENCE TO DEFENDANT RE CONTINUANCES AND THE COURT'S PENDING ORDER; FOLLOW UP WITH THE COURT RE MOTION TO STAY; REVIEW PENDING DISCOVERY AND UPCOMING DATES; ADVISE CTL	2.50	750	1,875.00
03/01/22	CL	TEXT MESSAGE TO J. HYLAND RE: CANCELLED DEPOSITION AND PRE-DEPOSITION.	0.20	750	150.00
03/09/22	CL	RECEIPT AND REVIEW ORDER GRANTING MOTION TO STAY.	0.20	750	150.00
03/09/22	CL	RECEIPT AND REVIEW NOTICE OF STATUS CONFERENCE.	0.20	750	150.00
03/11/22	CL	RECEIPT AND REVIEW NOTICE OF CASE MANAGEMENT CONFERENCE.	0.20	750	150.00

TOTAL BILLED HOURS

ANDREW RONAN	20.30 hr @ 550.00	\$ 11,165.00
CHRISTINE LEVU	42.30 hr @ 750.00	\$ 31,725.00
JEFF HERMAN	0.70 hr @ 750.00	\$ 525.00
RICO EHMANN	10.70 hr @ 675.00	\$ 7,222.50
SCOTT BLUMENTHAL	14.00 hr @ 450.00	\$ 6,300.00
VICTORIA RIVAPALACIO	6.00 hr @ 750.00	\$ 4,500.00

TOTAL PROFESSIONAL SERVICES

94.00

\$ 61,437.50

COSTS ADVANCED

03/31/21	LWDA PAGA NOTICE UPLOAD FEE	75.00
07/16/21	ONELEGAL/FILING FEE	460.19
08/20/21	ONELEGAL/FILING FEE	12.35
08/25/21	ONELEGAL/FILING FEE	38.86
08/31/21	MESSENGER - KNOX	51.95
09/23/21	ONE LEGAL - E-FILE AMENDED COMPLAINT.	12.35

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/12/21	LEXIS NEXIS	639.00
01/06/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	22.65
01/26/22	ONE LEGAL E-FILING: CASE MANAGEMENT STATEMENT.	12.35
01/28/22	ONE LEGAL E-FILING: CASE MANAGEMENT STATEMENT.	18.24
02/10/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	18.53
02/14/22	FILING FEE FOR OPPOSITION TO MOTION TO STAY.	17.50
03/02/22	LEXIS NEXIS	<u>24.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 1,402.97</u>
TOTAL CURRENT CHARGES		<u>\$ 62,840.47</u>

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/14/2025
Due On: 11/13/2025

James D. Hyland
759 Marsopa Drive
Vista, CA 92081

CA2373

Best Buy Health, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
AR	07/11/2022	Receive and review arbitration agreement; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
KN	07/13/2022	Analysis of Viking River issues; advise staff; review docs	1.00	\$950.00	\$950.00
AR	07/14/2022	Multiple correspondence with opposing counsel regarding stay pending arbitration.	0.50	\$550.00	\$275.00
AR	07/15/2022	Review docket and file for status in advance of CMC; update regarding VRC.	0.60	\$550.00	\$330.00
AR	07/20/2022	Review file and orders for status; draft case management statement.	1.00	\$550.00	\$550.00
VR	07/20/2022	Review and Revise: review CMC statement; review status of case; advise AGR	1.00	\$750.00	\$750.00
AR	07/21/2022	Revise and finalize case management statement; prepare for filing and service.	0.80	\$550.00	\$440.00
KN	08/03/2022	legal research and analysis of arbitration issues; respond to Defendant's email	0.50	\$950.00	\$475.00
VR	08/05/2022	court appearance at CMC; prep; follow up	1.90	\$750.00	\$1,425.00
CL	09/13/2022	Discuss motion to compel and extension provided in light of stay and stay being lifted with AJ and Tori.	0.60	\$750.00	\$450.00

AR	09/13/2022	Review and outline email correspondence regarding motions to compel; draft follow up correspondence; teleconference with CTL regarding the same.	0.70	\$550.00	\$385.00
VR	09/13/2022	Receipt and Review of Correspondence: review correspondence between the parties; advise CTL	1.70	\$750.00	\$1,275.00
VR	09/14/2022	Review and Analyze: review correspondence between the parties; review court's orders and docket; review discovery and deadlines; advise CTL	0.70	\$750.00	\$525.00
VR	09/20/2022	Review and Analyze: review discovery responses; review status of case and stay; review correspondence between parties	0.70	\$750.00	\$525.00
VR	09/21/2022	Correspondence with Opposing Counsel: correspondence re discovery and deficient responses; review discovery responses and correspondence between parties; review belaire and protective order status	2.50	\$750.00	\$1,875.00
CL	09/27/2022	Email to K. Bohm re: meet and confer re: outstanding discovery.	0.30	\$750.00	\$225.00
CL	09/28/2022	Receipt and review Motion to Compel Arbitration.	0.40	\$750.00	\$300.00
AR	10/04/2022	Itiple correspondence with CTL regarding status of discovery and stay pending arbitration hearing; review and outline pending discovery.	0.80	\$550.00	\$440.00
AR	10/05/2022	Review pleadings regarding stay; draft follow up correspondence with CTL.	0.40	\$550.00	\$220.00
AR	10/05/2022	Correspondence with opposing counsel regarding pending motion and motion to compel discovery timeline.	0.30	\$550.00	\$165.00
AR	10/06/2022	Multiple correspondence with opposing counsel and AB regarding stay of matter.	0.50	\$550.00	\$275.00
CL	10/17/2022	Revise and analyze Joint Stipulation to Stay Pending hearing on Motion to Compel Arbitration.	0.30	\$750.00	\$225.00
AR	10/17/2022	Receive and review stipulation and proposed order; review against docket; revise and draft follow up correspondence with opposing counsel.	0.70	\$550.00	\$385.00
AR	10/17/2022	Receive and circulate filed stipulation and order.	0.30	\$550.00	\$165.00
AR	11/28/2022	Review order; draft follow up correspondence with CJ regarding scheduling.	0.60	\$550.00	\$330.00
AR	12/08/2022	Receive and review order regarding dismissal; multiple correspondence with CJ regarding the same.	0.40	\$550.00	\$220.00

ASC	02/01/2023	Flip oppo to MTC arb	1.00	\$250.00	\$250.00
CL	02/02/2023	Draft Opposition to Motion to Compel Arbitration.	3.30	\$750.00	\$2,475.00
CL	02/02/2023	Draft LeVu Declaration in support of Opposition to Motion to Compel Arbitration.	2.60	\$750.00	\$1,950.00
CL	02/03/2023	Finalize LeVu Declaration in support of Opposition to Motion to Compel Arbitration.	0.60	\$750.00	\$450.00
ASC	02/03/2023	Fix TOC TOA re Oppo to MTC arb	0.50	\$250.00	\$125.00
ASC	02/03/2023	Finalize and file and serve oppo via one legal	1.00	\$250.00	\$250.00
ASC	02/10/2023	File and serve Ntc of RA via One Legal	0.30	\$250.00	\$75.00
CL	02/16/2023	Review and analyze Tentative Ruling re: Motion to Compel Arbitration.	0.30	\$750.00	\$225.00
CL	02/16/2023	Email to K. Bohm re: tentative ruling re: motion to compel arbitration.	0.20	\$750.00	\$150.00
CL	02/17/2023	Email from C. Taylor re: Motion to Compel Arbitration.	0.20	\$750.00	\$150.00
CL	02/17/2023	Telephone call to the Clerk re: tentative ruling on motion to compel arbitration.	0.30	\$750.00	\$225.00
CL	02/17/2023	Email to C. Taylor confirming Parties have both submitted on the tentative and no appearance necessary.	0.20	\$750.00	\$150.00
ASC	03/10/2023	Email TG re confirm OPC's address OK	0.20	\$250.00	\$50.00
CL	03/17/2023	Email from K. Nable re: submission of demand for arbitration.	0.20	\$750.00	\$150.00
CL	03/17/2023	Email from K. Hanley re: ADR specialist.	0.20	\$750.00	\$150.00
RH	07/14/2023	Correspondence from Christopher Taylor regarding potential mediation.	0.10	\$675.00	\$67.50
CL	07/18/2023	Review and analyze discovery responses to determine PAGA size and pay periods in preparation for discussion on mediators; Discuss with AJ re: same.	1.10	\$750.00	\$825.00
CL	07/18/2023	Email from/to C. Taylor re: proposed mediators and inquiry re entire action vs individual action for mediation.	0.30	\$750.00	\$225.00
CL	07/19/2023	Email from/to C. Taylor re: mediation with Judge Walsh or West; Discuss with AJ re mediation of entire PAGA class.	0.30	\$750.00	\$225.00
RH	07/19/2023	Multiple correspondences from Christopher Taylor regarding potential mediator candidates.	0.20	\$675.00	\$135.00

RH	07/20/2023	Multiple correspondences from Christopher Taylor re mediator candidates and deposition of Defendant's PMK.	0.20	\$675.00	\$135.00
CL	07/21/2023	Email from C. Taylor re: Mike Young mediation.	0.20	\$750.00	\$150.00
RH	07/24/2023	Correspondences from Christopher Taylor re mediation with Mike Young.	0.20	\$675.00	\$135.00
CL	07/31/2023	Multiple emails from/to C. Taylor re: mediation with M. Young and available dates.	0.30	\$750.00	\$225.00
CL	08/01/2023	Email from C. Taylor re: new proposed dates for mediation.	0.30	\$750.00	\$225.00
ASC	08/02/2023	Draft Stip to stay pending mediation	0.50	\$250.00	\$125.00
CL	08/07/2023	Draft Stipulation to Stay Pending Mediation; Email from K. Bohm re: stay on discovery pending mediation.	0.50	\$750.00	\$375.00
ASC	08/07/2023	Calendar reminders to bates stamp docs for mediation brief ahead of mediation, review docs in file	0.30	\$250.00	\$75.00
ASC	08/08/2023	Review Plaintiff's documents in the file and check if bates stamps needed for production ahead of mediation, organize documents	0.40	\$250.00	\$100.00
CL	08/14/2023	Discuss Notice of Status Conference with Chrystal; Discuss PMK and Plaintiff depositions with Andy.	0.40	\$750.00	\$300.00
AR	08/14/2023	Review and outline documents in advance of mediation data request; develop exhibit book.	1.50	\$550.00	\$825.00
RH	08/14/2023	Receipt, review, and analysis of Defendant's Notice of Status Conference, and determination as to further handling.	0.20	\$675.00	\$135.00
AR	08/16/2023	Review documents and draft mediation preparation sheet.	1.50	\$550.00	\$825.00
AR	08/16/2023	Draft mediation data request; submit to AB for review; finalize, file and serve.	1.00	\$550.00	\$550.00
CL	08/16/2023	Email to J. Hyland re: status of mediation and pre-deposition cancellation.	0.30	\$750.00	\$225.00
RH	08/18/2023	Receipt, review, and analysis of Court's order staying action pending mediation, and determination as to further handling.	0.20	\$675.00	\$135.00
ASC	10/17/2023	Check status of case re expert exchange deadline, matter in state court (San Diego) stayed due to arb	0.30	\$250.00	\$75.00
AR	10/26/2023	Review docket and retrieve order; review and	0.70	\$550.00	\$385.00

		draft follow up correspondence.			
AR	11/09/2023	Update mediation folder; follow up correspondence with opposing counsel regarding data.	1.20	\$550.00	\$660.00
ASC	11/15/2023	Update file re save expert's analysis of claims	0.20	\$250.00	\$50.00
AR	11/15/2023	Multiple correspondence with opposing counsel regarding mediation production.	0.40	\$550.00	\$220.00
CL	11/27/2023	Email from K. Haught re: mediation confirmation with M. Young.	0.30	\$750.00	\$225.00
AR	11/28/2023	Review file and update mediation sheet and exhibit book.	0.70	\$550.00	\$385.00
AR	12/05/2023	Receive and review notice of deposition; multiple correspondence regarding the same.	0.40	\$550.00	\$220.00
ASC	01/05/2024	Review status of case in superior court and court's docket re discovery motion cutoff; case stayed pending arbitration	0.30	\$250.00	\$75.00
ASC	01/17/2024	Review court's docket to confirm status conference on calendar (SDSC); draft Joint Status Report	0.50	\$250.00	\$125.00
CL	01/18/2024	Revise and finalize Joint Status Report re arbitration.	0.20	\$750.00	\$150.00
ASC	01/18/2024	Send draft joint status report to OPC via email for review and edits	0.20	\$250.00	\$50.00
ASC	01/18/2024	Follow up with OPC re status report; accept changes and finalize; file via one legal; serve via email	0.40	\$250.00	\$100.00
YS	01/26/2024	Review status of case, Confirm 2/2 SC hearing still on calendar, circulate zoom link to appear remotely.	0.30	\$250.00	\$75.00
CL	04/08/2024	Review and analyze damages analysis for E. Lietzow in preparation for meet and confer with B. Miller.	0.30	\$750.00	\$225.00
CL	04/08/2024	Email to B. Miller re: baiss for regular rate of pay claim and mediation.	0.20	\$750.00	\$150.00
CL	04/08/2024	Telephone call to B. Miller re: basis for regular rate of pay claim and mediation.	0.20	\$750.00	\$150.00
CL	04/08/2024	Email from/to C. Taylor re: meet and confer re: mediation and liability.	0.30	\$750.00	\$225.00
CL	04/09/2024	Email from C. Taylor re: meet and confer re scope of mediation and liability.	0.20	\$750.00	\$150.00

CL	04/10/2024	Discuss with AJ re scope of mediation and liability and call with C. Taylor.	0.20	\$750.00	\$150.00
CL	04/10/2024	Discuss with AJ and Tori re: limited scope of discovery and meal period violations in preparation for telephone call with C. Taylor.	0.30	\$750.00	\$225.00
VR	04/29/2024	Review and Analyze: review discovery and documents; review correspondence between parties; advise AR	1.00	\$750.00	\$750.00
VR	06/11/2024	Receipt and Review of Correspondence: review subpoenas an discovery; review correspondence re subpoenas; review status of discovery	0.30	\$750.00	\$225.00
VR	07/11/2024	Receipt and Review of Correspondence: review correspondence from Def re discovery and responses; review CCP; advise AR and ASC	0.50	\$750.00	\$375.00
ASC	08/22/2024	Review correspondence from JAMS re supplemental disclosures from arbitrator	0.30	\$450.00	\$135.00
VR	10/09/2024	Draft: draft joint statement re CMC; review court's orders and docket; review status of arbitration; correspondence to Def	0.70	\$750.00	\$525.00
VR	10/10/2024	Draft: draft CMC statement; review court's orders and docket; review correspondence between parties; finalize statement	2.10	\$750.00	\$1,575.00
YS	10/11/2024	Finalize Joint Status Report for service. Prepare POS. File via Onelegal. Email to OPC re report. Email to Court Docs for circulation. Place order for courtesy copy via Knox.	0.80	\$250.00	\$200.00
YS	10/11/2024	Finalize Claimant's Third Supplemental Responses for service. Prepare POS. Email to OPC re responses. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
YS	10/18/2024	Review status of case, Confirm 10/25 Status Conference hearing still on calendar, Confirm joint report was filed, circulate Teams link to appear remotely	0.30	\$250.00	\$75.00
ASC	10/25/2024	Prepare to appear at Status Conference	0.50	\$450.00	\$225.00
ASC	10/25/2024	Attend Status Conference	1.00	\$450.00	\$450.00
CL	02/21/2025	Email from/to C. Taylor re: meet and confer conference call to discuss case.	0.30	\$750.00	\$225.00
CL	02/24/2025	Telephone call with C. Taylor re: motion for summary judgment and settlement.	0.50	\$750.00	\$375.00
CL	02/24/2025	Email to C. Taylor re: motion for summary judgment and settlement.	0.20	\$750.00	\$150.00

CL	02/24/2025	Email from/to C. Taylor re: settlement letter and confirmed rejection; Discuss with Andy re: same.	0.40	\$750.00	\$300.00
CL	02/24/2025	Email from M. Jhang re: stipulation to continue dispositive motion deadline.	0.20	\$750.00	\$150.00
YS	02/24/2025	Review corr. from Defs re class info. Update internal class spreadsheet with class info	0.10	\$250.00	\$25.00
CL	03/04/2025	Email from C. Taylor re: vacating of final merits.	0.30	\$750.00	\$225.00
ASC	03/05/2025	Email to C. Taylor re mediation and proposed mediators	0.30	\$450.00	\$135.00
ASC	03/10/2025	Email to C. Taylor re mediation and proposed mediators	0.30	\$450.00	\$135.00
CL	03/18/2025	Email from C. Taylor re: meet and confer re: PMK depositions and dates.	0.30	\$750.00	\$225.00
CL	03/18/2025	Telephone C. Taylor re: meet and confer re: PMK depositions, Lietzow Deposition and Stipulation to Continue MSJ dates.	0.30	\$750.00	\$225.00
CL	03/18/2025	Finalize Stipulation to Continue MSJ dates.	0.40	\$750.00	\$300.00
CL	03/18/2025	Email C. Taylor re: meet and confer re mediation; Discuss with AJ re: same.	0.20	\$750.00	\$150.00
ASC	03/21/2025	Follow up re mediation and confirm mediation booked	0.30	\$450.00	\$135.00
YS	03/24/2025	Review and organize Def's documents. Update exhibit book.	0.40	\$250.00	\$100.00
ASC	03/25/2025	Review expert analysis of Plaintiff's claims for mediation	1.00	\$450.00	\$450.00
CL	03/27/2025	Email from C. Taylor re: meet and confer re: estimate class number and sample for mediation	0.30	\$750.00	\$225.00
KN	03/27/2025	Work on issue from AJ regarding approval issues and sampling; advise AJ	0.40	\$950.00	\$380.00
YS	03/27/2025	Review Plaintiff's and 1198.5 response documents -- update exhibit book. Update exhibit book with arb exhibit book and finalize.	0.50	\$250.00	\$125.00
ASC	03/27/2025	Email to C. Taylor re mediation data production; discuss sample size for mediation	0.60	\$450.00	\$270.00
ASC	03/31/2025	Draft mediation Brief	6.00	\$450.00	\$2,700.00
ASC	03/31/2025	Review BBHEALTH000001-7592	5.00	\$450.00	\$2,250.00
ASC	03/31/2025	Follow up with Defense counsel and mediator re data points and expert analysis	1.00	\$450.00	\$450.00

ASC	04/01/2025	Follow up with expert multiple times and review analysis of mediation data	1.00	\$450.00	\$450.00
ASC	04/02/2025	Review correspondence from JAMS re preliminary notice of hearing and notice of rescheduled MSJ hearing	0.40	\$450.00	\$180.00
AB	04/04/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
AR	04/08/2025	Multiple correspondence regarding amended complaint; review past correspondence and amendments; draft follow up correspondence.	0.50	\$550.00	\$275.00
ASC	04/08/2025	Advise AJ re FAC and discussion pre-filing	0.40	\$450.00	\$180.00
CL	04/11/2025	Email from C. Taylor re meet and confer re: mediator's proposal and revisions.	0.20	\$750.00	\$150.00
CL	05/22/2025	Email to C. Taylor re Joint Status Conference Statement; Email from K. Bohm re: filing re: same; Draft Joint Status Conference Statement.	0.80	\$750.00	\$600.00
BW	06/03/2025	Draft: Draft PAGA settlement agreement, including reviewing and analyzing Memorandum of Understanding concerning all key terms and conditions and conferring with att'y C. LeVu re: identity of selected administrator	1.20	\$750.00	\$900.00
BW	06/03/2025	Draft: Draft and send email to settlement administrator ILYM requesting bid, including discussion with att'y C. LeVu regarding necessary content and evaluation of MOU for email	0.70	\$750.00	\$525.00
BW	06/03/2025	Review and Analyze: Review and analyze mediation brief and exhibits for number of aggrieved employees to continue drafting email to settlement administrator for a bid re: requirements for settlement administration	0.50	\$750.00	\$375.00
BW	06/03/2025	Draft: Draft and send email to settlement administrator Apex requesting bid	0.20	\$750.00	\$150.00
BW	06/03/2025	Draft: Draft and send email to admin concerning costs from additional cost source, Tussman	0.20	\$750.00	\$150.00
YS	06/03/2025	Review status of case, Confirm 6/6 CMC hearing still on calendar, circulate link to appear remotely, confirm P's CMS was filed, schedule text reminder for team	0.40	\$250.00	\$100.00
BW	06/04/2025	Review settlement administrator bid from ILYM re settlement agreement; confer with settlement administrator	0.30	\$750.00	\$225.00
BW	06/04/2025	Review costs for settlement agreement; draft settlement agreement re costs; confer with staff re costs	0.50	\$750.00	\$375.00

BW	06/05/2025	Draft: Draft PAGA only-settlement agreement, including reviewing the Memorandum of Understanding, PAGA database, mediation documents, and relevant case documents for relevant information	2.00	\$750.00	\$1,500.00
BW	06/05/2025	Draft Individual Settlement Agreement, including email communications with att'y C. LeVu concerning settlement distribution and inclusion of costs	1.00	\$750.00	\$750.00
BW	06/06/2025	Communicate with att'y C. LeVu concerning terms and conditions of individual settlement agreement regarding attorneys fees and costs	0.20	\$750.00	\$150.00
BW	06/06/2025	Communicate with att'y N. De Blouw concerning terms and conditions of individual settlement regarding attorneys fees and costs informed by discussion with att'y C. LeVu	0.20	\$750.00	\$150.00
CL	06/06/2025	Revise Individual Settlement Agreement.	0.70	\$750.00	\$525.00
CL	06/06/2025	Revise PAGA Settlement Agreement.	1.30	\$750.00	\$975.00
BW	06/09/2025	Review and analyze email containing further information regarding the individual settlement from att'y N. De Blouw; revise Individual Settlement Agreement re: information from att'y N. De Blouw	0.30	\$750.00	\$225.00
BW	06/09/2025	Further review and analyze email containing further information regarding the individual settlement from att'y N. De Blouw; revise Individual Settlement Agreement re: information from att'y N. De Blouw	0.30	\$750.00	\$225.00
KN	06/16/2025	Review draft PAGA Agreement; analysis of issues; prepare redline; advise staff	1.30	\$950.00	\$1,235.00
BW	06/16/2025	Review further redlines to PAGA only Agreement from att'y. K. Nordrehaug; finalize agreement as per att'y K. Nordrehaug	0.30	\$750.00	\$225.00
BW	06/16/2025	Email with C. Taylor re settlement agreements	0.20	\$750.00	\$150.00
BW	06/25/2025	Review MOU and case file concerning need for drafting further pleadings	0.20	\$750.00	\$150.00
BW	07/10/2025	Receipt and review email from C. Taylor re settlement agreements	0.10	\$750.00	\$75.00
BW	07/14/2025	Receipt and review of Defendant's redlines to Settlement Agreement	0.40	\$750.00	\$300.00
BW	07/14/2025	Draft and revise redlines to PAGA-only Settlement Agreement re Defendant's redlines to PAGA-only Settlement Agreement, including drafting email to att'y C. LeVu re: questions on	1.50	\$750.00	\$1,125.00

Defendant's redlines to PAGA-only Settlement Agreement					
BW	07/14/2025	Draft and revise redlines to Individual Settlement Agreement re Defendant's redlines to Individual Settlement Agreement, including drafting email to att'y C. LeVu re: questions on Defendant's redlines to Individual Settlement Agreement	0.50	\$750.00	\$375.00
BW	07/15/2025	Continue to draft and revise redlines to Individual Settlement Agreement re Defendant's redlines to Individual Settlement Agreement, including drafting email to att'y C. LeVu re: questions on Defendant's redlines to Individual Settlement Agreement	0.50	\$750.00	\$375.00
CL	07/15/2025	Review and review PAGA Long Form Settlement Agreement and Individual Settlement Agreement; Discuss with Brooke re same.	1.30	\$750.00	\$975.00
BW	07/16/2025	Email with opposing counsel re further information concerning Defendant's revisions to settlement agreement	0.30	\$750.00	\$225.00
BW	07/16/2025	Further analysis and revisions to Defendant's redlines to both PAGA and Individual settlements, including drafting and sending memo to att'y K. Nordrehaug re: concerns with certain proposed redlines	2.20	\$750.00	\$1,650.00
BW	07/16/2025	Confer with client re: questions regarding Medicare beneficiary status and potential or current claims against any further companies in order to further redlines Defendant's redlines to PAGA only and Individual Settlement Agreements	0.50	\$750.00	\$375.00
KN	07/17/2025	Review revisions to Agreement; review memo of issues from BW; analysis of issues; advise BW	1.00	\$950.00	\$950.00
BW	07/17/2025	Emails to/from and further draft memorandum to att'y K. Nordrehaug re information from MOU concerning flagged concerns in the redlines from Defendant, including further review of MOU	0.70	\$750.00	\$525.00
BW	07/17/2025	Revise redlines to PAGA only settlement agreement re: information from att'y K. Nordrehaug re information from MOU concerning flagged concerns in the redlines from Defendant	0.50	\$750.00	\$375.00
BW	07/17/2025	Revise redlines to individual settlement agreement re: information from att'y K. Nordrehaug re information from MOU concerning flagged concerns in the redlines from Defendant	0.30	\$750.00	\$225.00
BW	07/17/2025	Email to opposing counsel re further redlines to settlement agreements	0.30	\$750.00	\$225.00
BW	07/28/2025	Draft and send email to opposing counsel re long	0.30	\$750.00	\$225.00

		form settlement agreements, including reviewing correspondence with group to find procedural posture of negotiations			
BW	07/29/2025	Emails to/from opposing counsel re Medicare beneficiary status	0.30	\$750.00	\$225.00
BW	07/29/2025	Texts to/from client re Medicare beneficiary status	0.20	\$750.00	\$150.00
BW	07/31/2025	Emails to/from opposing counsel re further redlines	0.20	\$750.00	\$150.00
BW	08/01/2025	Prepare for and conduct phone call with C. Hill re further redlines to settlement agreement	0.80	\$750.00	\$600.00
BW	08/01/2025	Draft and send email to K. Nordrehaug re events and questions from call with att'y C. Taylor	0.40	\$750.00	\$300.00
BW	08/01/2025	Draft and send email to S. Puche re events and questions from call with att'y C. Taylor	0.40	\$750.00	\$300.00
BW	08/06/2025	Communicate with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	08/06/2025	Communicate with att'y S. Puchio re medicade question from opposing counsel	0.20	\$750.00	\$150.00
BW	08/07/2025	Emails with S. Puche re Medicare provision for individual agreement	0.30	\$750.00	\$225.00
BW	08/14/2025	Revise Individual Settlement Agreement re Medicare recipient status information	0.20	\$750.00	\$150.00
BW	08/14/2025	Revise PAGA Settlement Agreement re waiver of rights to appeal	0.20	\$750.00	\$150.00
BW	08/14/2025	Email with C. Taylor re settlement agreement	0.30	\$750.00	\$225.00
BW	08/19/2025	Attention to file re Deadline to file Motion for Preliminary Approval	0.30	\$750.00	\$225.00
BW	08/20/2025	Email with C. Taylor re settlement agreement	0.30	\$750.00	\$225.00
BW	08/20/2025	Attention to file re hearing date for preliminary approval; if settlement agreement on track	0.10	\$750.00	\$75.00
BW	08/25/2025	Emails with C. Taylor re settlement agreement	0.20	\$750.00	\$150.00
BW	09/03/2025	Review and analyze Defendant's redlines to PAGA settlement agreement; draft further redlines; confer with att'y K. Nordrehaug re: concerning redlines from Defendant and my further redlines	0.50	\$750.00	\$375.00
BW	09/03/2025	Review and analyze Defendant's redlines to individual settlement agreement; draft further redlines; confer with att'y S. Puche re: concerning redlines from Defendant and my further redlines	0.30	\$750.00	\$225.00

KN	09/04/2025	Review draft Agreement; analysis of issues; advise BW	0.50	\$950.00	\$475.00
BW	09/05/2025	Review notes and comments from K. Nordrehaug; Revise PAGA Settlement Agreement according to notes and comments from K. Nordrehaug	0.30	\$750.00	\$225.00
BW	09/05/2025	Review notes and comments from S. Puche; Revise Individual Settlement Agreement according to notes and comments from S. Puche	0.20	\$750.00	\$150.00
BW	09/11/2025	Review and receipt of email from C. Taylor re settlement agreement	0.10	\$750.00	\$75.00
BW	09/15/2025	Emails with C. Taylor re settlement agreement	0.30	\$750.00	\$225.00
BW	09/16/2025	Draft analysis email and send to att'y N. De Blouw re Defendant redlines to individual settlement agreement and strategy for responsive redlines, if any	0.50	\$750.00	\$375.00
BW	09/16/2025	Attention to case file re missing documentation for finalizing settlement, including individual agreement	0.10	\$750.00	\$75.00
YS	09/16/2025	Telephone call calendar clerk re date for MPA, left voicemail.	0.20	\$250.00	\$50.00
BW	09/16/2025	Review and analyze further redlines from Defendant to PAGA settlement agreement	0.20	\$750.00	\$150.00
BW	09/16/2025	Confer with K. Nordrehaug re final redlines from Defendant to PAGA settlement agreement	0.20	\$750.00	\$150.00
BW	09/17/2025	Review notes from N. De Blouw re individual agreement; draft further note to Defendant re redlines	0.30	\$750.00	\$225.00
BW	09/17/2025	Email C. Taylor re individual settlement agreement	0.30	\$750.00	\$225.00
BW	09/19/2025	Call with C. Taylor re finalizing individual settlement; confer with att'y N. De Blouw re strategy concerning Plaintiff's counsel signature on the individual settlement	0.40	\$750.00	\$300.00
BW	09/19/2025	Revise individual settlement as per notes from N. De Blouw; email with C. Taylor re individual settlement agreement.	0.30	\$750.00	\$225.00
BW	09/23/2025	Email C. Taylor re individual settlement agreement	0.30	\$750.00	\$225.00
KN	09/23/2025	Review final draft of Agreement; respond to BW	0.40	\$950.00	\$380.00
BW	09/29/2025	Review C. Taylor email re individual agreement revisions by Defendant regarding publicity; review individual agreement re defendant's revisions;	0.40	\$750.00	\$300.00

		email with att'y N. de Blouw re Defendant's revisions to publicity			
BW	09/30/2025	Email with C. Taylor re individual settlement agreement	0.30	\$750.00	\$225.00
BW	10/06/2025	Draft and send memorandum to file re strategy to obtain final approval of settlement; confer with att'y C. LeVu re strategy	0.20	\$750.00	\$150.00
BW	10/06/2025	Draft Motion for PAGA Settlement Approval re caption page, motion, memorandum of points and authorities introduction	1.00	\$750.00	\$750.00
BW	10/06/2025	Email with ILYM re no to exceed bid declaration	0.30	\$750.00	\$225.00
BW	10/07/2025	Draft Motion for PAGA Settlement Approval re caption page, motion, memorandum of points and authorities introduction	0.70	\$750.00	\$525.00
BW	10/07/2025	Draft Brooke Wilkinson Waldrop Declaration ISO Motion for PAGA Settlement Approval	0.70	\$750.00	\$525.00
BW	10/07/2025	Draft Proposed Order Granting Motion for PAGA Settlement Approval	0.50	\$750.00	\$375.00
BW	10/07/2025	Further draft and revise the Declaration of Brooke Wilkinson Waldrop ISO of PAGA Approval	0.20	\$750.00	\$150.00
BW	10/07/2025	Call and emails with C. Taylor re finalizing settlement agreement	0.40	\$750.00	\$300.00
BW	10/07/2025	Revise and finalize PAGA settlement agreement, including reviewing MOU, PAGA letter, and pleadings; emails to/from att'y K. Nordrehaug for final review of provisions in settlement agreement	0.50	\$750.00	\$375.00
BW	10/07/2025	Verifying amounts in Motion re fees, costs, and resulting PAGA award amounts	0.40	\$750.00	\$300.00
BW	10/07/2025	Draft and revise Motion for PAGA Approval re theories of liability in mediation, actual amounts for fees, costs, and resulting PAGA awards, including reviewing mediation brief and expert analysis for mediation brief	0.70	\$750.00	\$525.00
BW	10/07/2025	Draft and revise Proposed Order and Judgment re updated amounts for costs	0.10	\$750.00	\$75.00
BW	10/07/2025	Draft and revise Declaration of Brooke Wilkinson Waldrop re theories of liability in mediation, actual amounts for fees, costs, and resulting PAGA awards, including reviewing mediation brief and expert analysis for mediation brief; review exhibits; email with att'y K. Nordrehaug re final draft of Motion and related documents	0.80	\$750.00	\$600.00
KN	10/08/2025	Review and revise motion; advise BW	1.00	\$950.00	\$950.00

BW	10/08/2025	Draft Notice of Settlement for Motion for PAGA Approval	0.40	\$750.00	\$300.00
BW	10/08/2025	Emails and call with C. Taylor re finalizing PAGA settlement agreement	0.50	\$750.00	\$375.00
BW	10/08/2025	Review and analyze notes from K. Nordrehaug re finalizing Proposed Order, Notice of Settlement, Motion for PAGA Approval, and Declaration of BWW; finalize said documents	0.40	\$750.00	\$300.00
BW	10/08/2025	Email with C. Taylor re finalized Proposed Order, Notice of Settlement, Motion for PAGA Approval, and Declaration of BWW	0.20	\$750.00	\$150.00
BW	10/09/2025	Emails with C. Taylor re Motion for PAGA Approval and executed settlement agreement	0.30	\$750.00	\$225.00
BW	10/09/2025	Emails with J. Marquis re stipulation and/or SAC	0.20	\$750.00	\$150.00
BW	10/10/2025	Emails with C. Taylor re settlement agreement	0.30	\$750.00	\$225.00
BW	10/10/2025	Review and receipt re client signature on settlement agreement and other documents for client's fulfillment of settlement agreement, including tax forms	0.30	\$750.00	\$225.00
BW	10/12/2025	Email with C. Taylor re declaration and PAGA approval motion	0.30	\$750.00	\$225.00
BW	10/12/2025	Submit PAGA only settlement agreement, including compiling settlement agreement into fully executed settlement agreement	0.30	\$750.00	\$225.00
BW	10/13/2025	Review Defendant's redlines to Notice of Settlement; confer with K. Nordrehaug re analysis of redlines	0.20	\$750.00	\$150.00
BW	10/13/2025	Review Defendant's redlines to Declaration of Brooke Wilkinson Waldrop; revise and finalize language in Declaration of Brooke Wilkinson Waldrop for filing	0.30	\$750.00	\$225.00
BW	10/13/2025	Review Defendant's redlines to Motion for PAGA Approval; revise and finalize language in Motion for filing; confer with att'y K. Nordrehaug re including final filing in final costs for court approval	0.30	\$750.00	\$225.00
				Quantity Subtotal	131.9
				Services Subtotal	\$87,792.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	07/21/2022	OneLegal filing fee.	1.00	\$18.02	\$18.02
Expense	11/03/2022	Document retrieval fee.	1.00	\$2.00	\$2.00
Expense	02/03/2023	One Legal - Opposition to Notice of Motion to Compel Arbitration.	1.00	\$19.51	\$19.51
Expense	02/10/2023	One Legal - Notice of Remote Appearance	1.00	\$18.48	\$18.48
Expense	03/04/2023	Document retrieval fee.	1.00	\$2.00	\$2.00
Expense	06/30/2023	Expert Fees - DM&A.	1.00	\$707.50	\$707.50
Expense	07/03/2023	Lexis Nexis	1.00	\$360.00	\$360.00
Expense	08/03/2023	Mediation Fees - Michael Young	1.00	\$8,375.00	\$8,375.00
Expense	12/20/2023	Mediation Refund.	1.00	-\$8,000.00	-\$8,000.00
Expense	01/19/2024	Onelegal fee	1.00	\$15.39	\$15.39
Expense	02/29/2024	DM&A Expert Fees.	1.00	\$2,182.50	\$2,182.50
Expense	04/18/2024	Court Reporting - Deposition of Hyland.	1.00	\$1,291.20	\$1,291.20
Expense	04/30/2024	Expert Fees - DM&A.	1.00	\$1,410.00	\$1,410.00
Expense	10/16/2024	LexisNexis	1.00	\$19.31	\$19.31
Expense	10/16/2024	One Legal Filing Fees	1.00	\$19.31	\$19.31
Expense	10/18/2024	KNOX Filing and Messenger Service	1.00	\$37.75	\$37.75
Expense	02/28/2025	Expert Fees - DM&A	1.00	\$1,837.50	\$1,837.50
Expense	03/04/2025	FedEx Charges.	1.00	\$27.88	\$27.88
Expense	03/21/2025	Mediation Fees - Serratore Law	1.00	\$15,000.00	\$15,000.00
Expense	03/31/2025	Expert Fees - DM&A	1.00	\$87.50	\$87.50
Expense	04/16/2025	Expert Fees - Berger Consulting Group	1.00	\$8,840.00	\$8,840.00
Expense	04/30/2025	LexisNexis	1.00	\$2.06	\$2.06
Expense	10/14/2025	Motion for settlement filing fee	1.00	\$60.00	\$60.00
Expenses Subtotal				\$32,332.91	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Randy Hy	1.1	\$675.00	\$742.50
Christine LeVu	23.3	\$750.00	\$17,475.00
Kyle Nordrehaug	6.1	\$950.00	\$5,795.00

Victoria Rivapalacio	13.1	\$750.00	\$9,825.00
Andrew Ronan	16.0	\$550.00	\$8,800.00
Brooke Waldrop	36.6	\$750.00	\$27,450.00
Adolfo Sanchez Contreras	18.1	\$450.00	\$8,145.00
Adolfo Sanchez Contreras	6.1	\$250.00	\$1,525.00
Yesenia Silva	3.5	\$250.00	\$875.00
Quantity Total			131.9
Subtotal			\$120,125.41
Total			\$120,125.41

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/13/2025	\$120,125.41	\$0.00	\$120,125.41
Outstanding Balance				\$120,125.41
Total Amount Outstanding				\$120,125.41

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 # 1
Date: 10/14/2025
Due On: 11/13/2025

James D. Hyland
759 Marsopa Drive
Vista, CA 92081

CA2373.002

Best Buy Health - James Hyland/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
CL	01/01/2023	Email from C. Taylor re: meet and confer re: mediation.	0.30	\$750.00	\$225.00
CL	03/01/2023	Review and analyze arbitration agreement for potential theory of lack of mutuality.	0.30	\$750.00	\$225.00
CL	03/01/2023	Review and analyze arbitration agreement for potential theory of lack of mutuality.	0.30	\$750.00	\$225.00
RE	03/08/2023	Review arb complaint draft; email to TG re draft	0.50	\$675.00	\$337.50
CL	03/20/2023	Receipt and review letter from K. Hanley re: JAMS Minimum Standards.	0.20	\$750.00	\$150.00
CL	03/20/2023	Review and analyze JAMS Minimum Standards.	0.40	\$750.00	\$300.00
CL	03/21/2023	Receipt and review notice of intent to initiate arbitration.	0.20	\$750.00	\$150.00
CL	04/07/2023	Draft Strike and Rank List; review potential arbitrator's CVs.	2.30	\$750.00	\$1,725.00
AR	04/12/2023	Multiple correspondence with JAMS regarding status.	0.30	\$550.00	\$165.00
ASC	04/12/2023	Confirm invoices paid by P and D//add due date re retainer	0.40	\$250.00	\$100.00
CL	04/13/2023	Receipt and review Appointment of Arbitrator and	0.30	\$750.00	\$225.00

Retainer Invoice.					
CL	04/24/2023	Email from C. Taylor re: request fore extension to respond to demand.	0.30	\$750.00	\$225.00
CL	04/24/2023	Email from J. Truex e: Respondent's request fore extension to respond to demand.	0.20	\$750.00	\$150.00
CL	04/28/2023	Email from/to J. Lucas re: Pre-Arbitration hearing call.	0.30	\$750.00	\$225.00
CL	04/28/2023	Letter from J. Lucas re: Notice of Pre-Arbitration hearing.	0.20	\$750.00	\$150.00
CL	05/03/2023	Email from/to C. Taylor re meet and confer re: pre-arbitration call.	0.30	\$750.00	\$225.00
CL	05/04/2023	Prepare DRAFT proposed scheduling order	1.10	\$750.00	\$825.00
CL	05/04/2023	Email from/to C. Taylor re: draft proposed scheduling order	0.30	\$750.00	\$225.00
CL	05/05/2023	Receipt and review Respondent's Answering Statement.	0.30	\$750.00	\$225.00
CL	05/08/2023	Telephone call from C. Taylor re: meet and confer re: Pre-Arbitration call and Scheduling Order.	0.30	\$750.00	\$225.00
CL	05/08/2023	Email to C. Taylor re: meet and confer re: Pre-Arbitration call and Scheduling Order.	0.20	\$750.00	\$150.00
CL	05/10/2023	Attend Pre-Arbitration Call.	1.30	\$750.00	\$975.00
CL	05/10/2023	Review revisions to Scheduling Order in preparation for Pre-Arbitration Call.	0.50	\$750.00	\$375.00
CL	05/10/2023	Per Judge Taylor, uploading of Order re Motion to Compel Arbitration.	0.20	\$750.00	\$150.00
ASC	05/12/2023	Confirm D paid arb invoice, update spreadsheet	0.20	\$250.00	\$50.00
CL	05/22/2023	Email from C. Taylor re meet and confer re: deposition of Claimant.	0.20	\$750.00	\$150.00
CL	05/22/2023	Email to J. Hyland re pre-deposition conference and deposition.	0.30	\$750.00	\$225.00
CL	05/22/2023	Call and text to J. Hyland re available dates for deposition of Claimant.	0.30	\$750.00	\$225.00
CL	05/22/2023	Email to C. Taylor re: Claimant's deposition availability.	0.30	\$750.00	\$225.00
CL	05/22/2023	Email to C. Taylor re available dates for Claimant's deposition.	0.20	\$750.00	\$150.00
ASC	05/22/2023	Add claimant's depo date to team c depo calendar	0.20	\$250.00	\$50.00

CL	06/01/2023	Revise and revise Stipulation and Protective Order.	0.80	\$750.00	\$600.00
ASC	06/02/2023	Draft disco shells	1.00	\$250.00	\$250.00
CL	06/13/2023	Receipt and review email from Judge Taylor re: disclosures.	0.20	\$750.00	\$150.00
CL	06/14/2023	Prepare for telephone call with J. Hyland re: allegations related to seating claims; review Defendant's production.	0.90	\$750.00	\$675.00
CL	06/14/2023	Telephone call with J. Hyland re: allegations related to seating claims; discuss with AJ re: same.	0.60	\$750.00	\$450.00
CL	06/14/2023	Email to K. Bohm re meet and confer re: seating claim and statute of limitation issues; Discuss with AJ seating claim.	0.70	\$750.00	\$525.00
CL	06/15/2023	Draft PMK deposition notice; review and analyze arbitration complaint and production in PAGA matter in preparation for same.	1.60	\$750.00	\$1,200.00
CL	06/15/2023	Email to C. Taylor re: PMK deposition notice, Protective Order and meet and confer re: discovery plan.	0.60	\$750.00	\$450.00
CL	06/16/2023	Email from K. Brohm re: Conference call re scheduling order.	0.20	\$750.00	\$150.00
CL	06/20/2023	Email from C. Taylor re: conference call and request to extend initial disclosures.	0.30	\$750.00	\$225.00
CL	06/20/2023	Email to C. Taylor re: conference call and request to extend initial disclosures.	0.20	\$750.00	\$150.00
CL	06/20/2023	Email from K. Brohm to arbitrator re: extension relate to initial disclosures.	0.20	\$750.00	\$150.00
CL	06/21/2023	Revise and analyze Stipulation and Protective Order.	0.50	\$750.00	\$375.00
CL	06/21/2023	Discuss statute of limitation on statutory penalties; Discuss with AJ re same.	0.30	\$750.00	\$225.00
ASC	06/22/2023	Update spreadsheet re rule 17 exchange deadline moved to 6/30 per stip	0.10	\$250.00	\$25.00
CL	06/23/2023	Draft Objection to Plaintiff's Deposition Notice.	0.40	\$750.00	\$300.00
CL	06/23/2023	Revise and Finalize Stipulation and Protective Order.	0.40	\$750.00	\$300.00
CL	06/23/2023	Email to C. Taylor re: finalized Stipulation and Protective Order, Objection to Plaintiff's Deposition Notice and meet and confer re: PMK availability.	0.30	\$750.00	\$225.00

RH	06/23/2023	Preparation of Claimant's Rule 17 Exchange of Information, including concurrent review of all documents to identify witnesses and documents for disclosure.	1.50	\$675.00	\$1,012.50
CL	06/27/2023	Email to E. Lietzow re: damages analysis in preparation for pre-deposition.	0.50	\$750.00	\$375.00
CL	06/27/2023	Telephone call to E. Lietzow re: damages analysis in preparation for pre-deposition.	0.20	\$750.00	\$150.00
CL	06/28/2023	Email from/to E. Lietzow re damages analysis and telephone call in preparation for deposition of Plaintiff.	0.30	\$750.00	\$225.00
CL	06/28/2023	Email from/to E. Lietzow re zoom conference call in preparation for deposition of Plaintiff.	0.20	\$750.00	\$150.00
CL	06/28/2023	Email from/to C. Taylor re: plaintiff's deposition and notice of deposition.	0.30	\$750.00	\$225.00
RH	06/29/2023	Correspondence from Christopher Taylor re request for in-person deposition of Claimant.	0.10	\$675.00	\$67.50
ASC	06/29/2023	Draft Obje to NOD of claimant	0.30	\$250.00	\$75.00
CL	06/30/2023	Telephone call to J. Hyland re: deposition.	0.30	\$750.00	\$225.00
CL	06/30/2023	Email to J. Hyland re: pre-deposition and in person deposition; Text J. Hyland re: same.	0.30	\$750.00	\$225.00
CL	06/30/2023	Email from J. Hyland re: reasons for remote deposition due to surgery; Text re: same.	0.20	\$750.00	\$150.00
CL	06/30/2023	Email to C. Taylor re: reasons for remote deposition of Plaintiff due to surgery and conference call.	0.20	\$750.00	\$150.00
CL	06/30/2023	Receipt and review Protective Order.	0.30	\$750.00	\$225.00
CL	06/30/2023	Email from/to C. Taylor re meet and confer re: deposition of Plaintiff and reasons to go forward.	0.30	\$750.00	\$225.00
CL	06/30/2023	Receipt and review Respondent's Rule 17 disclosures and documents.	0.70	\$750.00	\$525.00
RH	06/30/2023	Correspondence from Christopher Taylor re meet and confer as to particulars for Claimant's deposition.	0.20	\$675.00	\$135.00
CL	07/05/2023	Conference calls with C. Taylor re: Plaintiff's deposition and deposition date for PMK.	0.30	\$750.00	\$225.00
CL	07/05/2023	Emails from/to C. Taylor re: Plaintiff's deposition and deposition date for PMK.	0.30	\$750.00	\$225.00
CL	07/05/2023	Email and text to J. Hyland re: Plaintiff's deposition and recovery from surgery.	0.30	\$750.00	\$225.00

CL	07/05/2023	Telephone call to C. Taylor re: availability of Plaintiff for deposition; Email to C. Taylor.	0.40	\$750.00	\$300.00
CL	07/05/2023	Discuss with J. Hyland re: availability of Plaintiff for deposition and pre-deposition.	0.30	\$750.00	\$225.00
CL	07/05/2023	Email from C. Taylor to arbitrator re: remote deposition of Claimant and PMK deposition topic 13.	0.30	\$750.00	\$225.00
CL	07/05/2023	Prepare for Conference Call with E. Lietzow.	0.40	\$750.00	\$300.00
CL	07/05/2023	Conference Call with E. Lietzow re expert analysis of Plaintiff's time and payroll records.	0.40	\$750.00	\$300.00
CL	07/05/2023	Revise case notes re expert analysis of Plaintiff's time and payroll records.	0.30	\$750.00	\$225.00
CL	07/05/2023	Email from C. Taylor to arbitrator re: PMK topic no. 13	0.20	\$750.00	\$150.00
CL	07/05/2023	Email from C. Taylor to arbitrator re: confirmation of deposition of J. Hyland.	0.20	\$750.00	\$150.00
RH	07/05/2023	Correspondence from Christopher Taylor re revised particulars for deposition of Claimant and withdrawal of arbitration conference call.	0.10	\$675.00	\$67.50
CL	07/06/2023	Review and analyze signed protective order.	0.40	\$750.00	\$300.00
CL	07/06/2023	Email from/to J. Truex re conference call regarding PMK.	0.30	\$750.00	\$225.00
CL	07/06/2023	Receipt and review Amended Notice of Plaintiff's deposition.	0.30	\$750.00	\$225.00
CL	07/06/2023	Email to J. Hyland re: Amended Notice of Plaintiff's deposition and location; Send calendar invite re: same.	0.30	\$750.00	\$225.00
RH	07/06/2023	Receipt and cursory review of Protective Order.	0.10	\$675.00	\$67.50
CL	07/07/2023	Email from J. Truex re: conference call with arbitrator re PMK deposition.	0.30	\$750.00	\$225.00
CL	07/07/2023	Receipt and review Notice of Conference call with Arbitrator.	0.30	\$750.00	\$225.00
CL	07/07/2023	Email from J. Lucas re: dial in for Conference call with Arbitrator.	0.20	\$750.00	\$150.00
CL	07/10/2023	Review and analyze Document Production HYLAND_BBHEALTH-ARB 000001 - 000349.	1.70	\$750.00	\$1,275.00
ASC	07/10/2023	Circulate dial in info for Conference call with arb	0.30	\$250.00	\$75.00
CL	07/11/2023	Prepare for Discover Conference call with Judge Taylor.	0.40	\$750.00	\$300.00

CL	07/11/2023	Attend Conference call with Judge Taylor re PMK deposition.	1.00	\$750.00	\$750.00
CL	07/11/2023	Draft Amended Notice of PMK deposition.	0.60	\$750.00	\$450.00
CL	07/11/2023	Email to C. Taylor re: Amended Notice of PMK deposition and order by Judge Taylor of PMK deposition dates.	0.30	\$750.00	\$225.00
CL	07/11/2023	Review and analyze Document Production HYLAND_BBHEALTH-ARB 000350 - 007507.	2.30	\$750.00	\$1,725.00
CL	07/12/2023	Email from/to C. Taylor re: revisions to PMK deposition notice including relevant time period and document 351.	0.30	\$750.00	\$225.00
CL	07/12/2023	Draft Second Amended Notice of PMK deposition.	0.30	\$750.00	\$225.00
RH	07/12/2023	Correspondence from Christopher Taylor re clarification of specifics for deposition of Respondent's PMK.	0.10	\$675.00	\$67.50
CL	07/17/2023	Email from J. Hyland re: remote deposition and interest in status of case; Discuss with Nick re same.	0.30	\$750.00	\$225.00
CL	07/20/2023	Draft Second Amended Deposition Notice.	0.50	\$750.00	\$375.00
CL	07/20/2023	Email to C. Taylor re: Second Amended Deposition Notice and Stipulation to Stay Pending Mediation.	0.30	\$750.00	\$225.00
CL	07/24/2023	Emails from C. Taylor re: mediation with Young.	0.30	\$750.00	\$225.00
ASC	08/02/2023	Draft Stip to stay pending mediation	0.50	\$250.00	\$125.00
CL	08/07/2023	Email from J. Truex/ Re: Letter re: Judge Taylor appointment letter; Review and analyze letter re: same.	0.30	\$750.00	\$225.00
ASC	08/07/2023	Review correspondence from JAMS re notice of acceptance of case, no action needed	0.10	\$250.00	\$25.00
ASC	08/08/2023	Upload stip to stay arb pending mediation via JAMS portal	0.20	\$250.00	\$50.00
AR	08/08/2023	Review and outline file for status; draft stipulation to stay matter pending mediation; submit to opposing counsel.	1.20	\$550.00	\$660.00
AR	08/08/2023	Revise and finalize stipulation to stay; draft follow up correspondence.	0.40	\$550.00	\$220.00
ASC	08/18/2023	Confirm stip to stay pending mediation signed by arb, update calendar and internal spreadsheet	0.20	\$250.00	\$50.00
CL	08/18/2023	Receipt and review ORDER granting Joint Motion for Extension of Time	0.20	\$750.00	\$150.00

CL	12/06/2023	Email from B. Miller re cancelation of mediation and dates for Hyland's deposition.	0.30	\$750.00	\$225.00
CL	12/06/2023	Receipt and review Amended Notice of Deposition of James Hyland (Arb)	0.30	\$750.00	\$225.00
AR	12/06/2023	Multiple correspondence regarding depositions; review file for status of discovery.	0.40	\$550.00	\$220.00
CL	01/08/2024	Receipt and review Request for Production, Set One.	0.20	\$750.00	\$150.00
CL	01/08/2024	Receipt and review Special Interrogatories, Set One.	0.20	\$750.00	\$150.00
ASC	01/10/2024	Review court's docket, confirm status conference still on calendar for 2/2/24; revise OPC's joint report re mediation for arb case, execute and return for filing	0.50	\$250.00	\$125.00
ASC	01/15/2024	Draft objection to notice of deposition. Serve via email on OPC	0.50	\$250.00	\$125.00
AR	01/16/2024	Multiple correspondence regarding deposition.	0.30	\$550.00	\$165.00
YS	01/17/2024	Prepare responses to claimant's discovery request set one (RPD, SROGS).	0.60	\$250.00	\$150.00
ASC	01/18/2024	Telephone call with client re availability for Plaintiff's deposition and pre depo meeting, transportation arrangements	0.30	\$250.00	\$75.00
AR	01/19/2024	Multiple correspondence with client and opposing counsel regarding Claimant deposition.	0.40	\$550.00	\$220.00
ASC	01/30/2024	Draft Claimant's discovery set 1	1.00	\$250.00	\$250.00
CL	01/30/2024	Receipt and review Further Amended Notice of Deposition of James Hyland (Arb)	0.20	\$750.00	\$150.00
CL	01/30/2024	Receipt and review Further Amended Notice of Deposition of James Hyland	0.20	\$750.00	\$150.00
ASC	01/30/2024	Phone call with client re confirm availability for his deposition and pre-depo	0.20	\$250.00	\$50.00
ASC	01/30/2024	Call client to confirm depo and pre depo dates, no answer	0.20	\$250.00	\$50.00
ASC	01/31/2024	Email client re deposition confirmed and setting up a pre-depo meeting	0.20	\$250.00	\$50.00
AR	02/02/2024	Multiple correspondence with client regarding discovery responses.	0.30	\$550.00	\$165.00
AR	02/02/2024	Begin drafting discovery responses; correspondence with client regarding the same.	1.40	\$550.00	\$770.00

ASC	02/05/2024	Finalize Claimant's Discovery, Set One, propound via email	0.50	\$250.00	\$125.00
AR	02/05/2024	Continue drafting discovery responses.	1.50	\$550.00	\$825.00
AR	02/05/2024	Review file for prior production; update Plaintiff production.	0.80	\$550.00	\$440.00
AR	02/06/2024	Teleconference with client regarding discovery responses; draft summary.	0.80	\$550.00	\$440.00
AR	02/06/2024	Teleconference with opposing counsel regarding arbitration dates and discovery responses.	0.70	\$550.00	\$385.00
CL	02/06/2024	Email from E. Lietzow re: damages analysis for Plaintiff.	0.20	\$750.00	\$150.00
AR	02/07/2024	Multiple correspondence with client regarding deposition and discovery responses and deposition preparation.	0.50	\$550.00	\$275.00
AR	02/07/2024	Complete draft of responses to interrogatories.	0.80	\$550.00	\$440.00
AR	02/07/2024	Draft responses to requests for production.	1.70	\$550.00	\$935.00
AR	02/08/2024	Correspondence with expert regarding claims analysis; extract updated records.	0.50	\$550.00	\$275.00
AR	02/08/2024	Teleconference with expert regarding claims analysis; draft and circulate summary.	1.30	\$550.00	\$715.00
AR	02/09/2024	Revise drafts of responses to special interrogatories per correspondence with client.	0.80	\$550.00	\$440.00
AR	02/09/2024	Revise drafts of responses to requests for production per correspondence with client.	0.60	\$550.00	\$330.00
AR	02/09/2024	Multiple correspondence with AC and expert regarding claims.	0.50	\$550.00	\$275.00
AR	02/09/2024	Research regarding final wages and regular rate issues.	0.80	\$550.00	\$440.00
AR	02/13/2024	Multiple correspondence with client and CTL regarding deposition; update file.	0.60	\$550.00	\$330.00
AR	02/13/2024	Review file for status of documents; draft follow up correspondence.	0.70	\$550.00	\$385.00
CL	02/14/2024	Email to J. Hyland re deposition prep, zoom meeting and deposition.	0.30	\$750.00	\$225.00
YS	02/14/2024	Update Claimant's documents with updated bate stamps #CLAIMANT HYLAND_000001-000132. Update exhibit book w/ Claimant's wage statements.	1.00	\$250.00	\$250.00
AR	02/14/2024	Review and outline production; draft summary of	1.20	\$550.00	\$660.00

		documents for discovery responses.			
AR	02/14/2024	Revise and finalize discovery responses; multiple correspondence with CTL regarding the same.	1.00	\$550.00	\$550.00
YS	02/15/2024	Update exhibit book with documents produced by OPC w/ bate stamps #HYLAND_BBHEALTH-ARB 007507 - 007561.	0.60	\$250.00	\$150.00
YS	02/15/2024	Finalize claimant's responses to discovery requests for service. Prepare POS. Prepare Box link to send documents. Email to OPC re responses. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
AR	02/15/2024	Receive and review verification; finalize discovery responses for service; correspondence with YS regarding the same.	0.80	\$550.00	\$440.00
AR	02/15/2024	Correspondence with client and opposing counsel regarding deposition.	0.40	\$550.00	\$220.00
CL	02/21/2024	Email from J. Truex re: recusal of Hon. G. Taylor as arbitrator.	0.20	\$750.00	\$150.00
CL	02/21/2024	Email from/to K. Hanley re: strike and rank list of new arbitrator.	0.30	\$750.00	\$225.00
CL	02/22/2024	Email from C. Taylor re meet and confer re: PMK deposition notice and production 000251 and 000757.	0.50	\$750.00	\$375.00
AR	02/22/2024	Multiple correspondence with opposing counsel regarding deposition.	0.30	\$550.00	\$165.00
AR	02/22/2024	Review documents in response to correspondence from opposing counsel; correspondence with CTL regarding the same.	0.70	\$550.00	\$385.00
AR	02/23/2024	Multiple correspondence with client regarding deposition.	0.30	\$550.00	\$165.00
YS	02/29/2024	Update file with correspondence from JAMS re new administrator contact info.	0.10	\$250.00	\$25.00
YS	02/29/2024	Review appointment of arbitrator from JAMS. Update internal arb spreadsheet with new CM and arbitrator info.	0.20	\$250.00	\$50.00
AR	02/29/2024	Multiple correspondence with client regarding deposition.	0.30	\$550.00	\$165.00
CL	03/04/2024	Receipt and review Further Amended Notice of Deposition of Claimant James Hyland by Defendant Best Buy Health, Inc.	0.30	\$750.00	\$225.00
CL	03/04/2024	Receipt and review disclosure reports and appointment of arbitrator and retainer invoice.	0.40	\$750.00	\$300.00

CL	03/04/2024	Email from K. Hanley re: new case manager Jhang.	0.20	\$750.00	\$150.00
AR	03/05/2024	Review file for status of discovery responses; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
AR	03/05/2024	Follow up correspondence with opposing counsel regarding depositions.	0.20	\$550.00	\$110.00
AR	03/13/2024	Multiple follow up correspondence with client regarding deposition.	0.30	\$550.00	\$165.00
AR	03/13/2024	Correspondence with opposing counsel regarding discovery responses.	0.20	\$550.00	\$110.00
AR	03/18/2024	Continue review and outlining of documents in preparation for mediation; update summary.	1.80	\$550.00	\$990.00
AR	03/19/2024	Continue review and outlining of documents in preparation for mediation; update summary.	1.60	\$550.00	\$880.00
AR	03/19/2024	Receive and review additional documents from opposing counsel; update file.	1.20	\$550.00	\$660.00
AR	03/19/2024	Complete review of documents and drafting of mediation preparation outline for call with client.	1.70	\$550.00	\$935.00
AR	03/19/2024	Multiple correspondence with CTL regarding proposed subpoena.	0.40	\$550.00	\$220.00
VR	03/20/2024	Review and Analyze: review and analyze complaint and documents; review deposition notice; advise AR	1.00	\$750.00	\$750.00
CL	03/20/2024	Email from C. Taylor re: meet and confer re phone records; Discuss with Andy re: scope of release in preparation for meet and confer and proposal.	0.40	\$750.00	\$300.00
CL	03/20/2024	Receipt and review Respondent's Responses to Special Interrogatories, Request for Production and Request for Admissions.	0.30	\$750.00	\$225.00
AR	03/20/2024	Teleconference with VR regarding claims.	0.60	\$550.00	\$330.00
AR	03/20/2024	Prepare for and conduct deposition preparation of Claimant; coordinate transportation; transmit documents.	2.50	\$550.00	\$1,375.00
AR	03/20/2024	Review and revise stipulation; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	03/20/2024	Receive and review correspondence regarding subpoena; draft follow up correspondence.	0.40	\$550.00	\$220.00
CL	03/21/2024	Email from/to A. Evans re: Judge Nakamura's PMC.	0.30	\$750.00	\$225.00

AR	03/21/2024	Travel time to deposition of Client; preparation session; attend deposition; travel time from deposition.	10.60	\$550.00	\$5,830.00
AR	03/21/2024	Multiple correspondence with CTL regarding subpoena.	0.20	\$550.00	\$110.00
AR	03/21/2024	Multiple correspondence with CTL regarding scheduling of arbitration; revise stipulation.	0.30	\$550.00	\$165.00
AR	03/22/2024	Draft complete deposition notes; update exhibits.	0.70	\$550.00	\$385.00
AR	03/22/2024	Draft and circulate deposition summary; multiple follow up correspondence.	1.80	\$550.00	\$990.00
AR	03/22/2024	Multiple correspondence regarding initial arbitration conference.	0.30	\$550.00	\$165.00
CL	03/22/2024	Receipt and review Notice of Preliminary Arbitration Management Conference Call.	0.30	\$750.00	\$225.00
CL	03/25/2024	Receipt and review Letter re Supplemental Disclosure of Judge Nakamura.	0.30	\$750.00	\$225.00
AR	03/25/2024	Multiple correspondence with AB regarding claims; draft follow up summary.	0.40	\$550.00	\$220.00
AR	03/26/2024	Multiple correspondence regarding claims; review and update file from expert report.	0.60	\$550.00	\$330.00
AR	03/26/2024	Multiple correspondence with AB regarding mediation and deposition.	0.30	\$550.00	\$165.00
AR	03/26/2024	Teleconference with AB regarding deposition; draft follow up correspondence.	0.70	\$550.00	\$385.00
AR	03/26/2024	Multiple correspondence with expert regarding report.	0.30	\$550.00	\$165.00
AR	03/27/2024	Multiple follow up correspondence with client regarding production.	0.30	\$550.00	\$165.00
AR	03/27/2024	Follow up correspondence with opposing counsel regarding discovery issues.	0.30	\$550.00	\$165.00
CL	03/27/2024	Email from C. Taylor re: meet and confer re: plaintiff's responses to discovery.	0.30	\$750.00	\$225.00
YS	04/02/2024	Telephone call to MetroPC re request for records. Spoke to operator, subpoena needed.	0.20	\$250.00	\$50.00
CL	04/03/2024	Email from A. Evans re: dates and availability for PAMC.	0.20	\$750.00	\$150.00
CL	04/03/2024	Email from B. Miller re: dates and availability for PAMC.	0.20	\$750.00	\$150.00
CL	04/05/2024	Emails to/from A. Evans re: PAMC confirmation	0.30	\$750.00	\$225.00

		and availability.			
CL	04/05/2024	Receipt and review notice of rescheduling arbitration call.	0.30	\$750.00	\$225.00
YS	04/05/2024	Review status of case, Confirm 4/10 Preliminary Arb Management Conference Call still on calendar, circulate dial-in info	0.30	\$250.00	\$75.00
ASC	04/05/2024	Receipt and review of notice of rescheduled preliminary arbitration call	0.20	\$450.00	\$90.00
AR	04/08/2024	Multiple follow up correspondence with client regarding documents; correspondence with CTL regarding mediation and status of claims; receive and review expert report.	1.20	\$550.00	\$660.00
CL	04/17/2024	Receipt and review Report of Preliminary Hearing and Scheduling Order No. 2	0.40	\$750.00	\$300.00
AR	04/17/2024	Prepare for and attend preliminary arbitration management conference; draft and circulate summary.	1.20	\$550.00	\$660.00
AR	04/17/2024	Draft stipulation for scheduling order.	1.00	\$550.00	\$550.00
AR	04/18/2024	Receive and review order; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
AR	04/23/2024	Receive and review draft stipulation; draft summary and submit to VR.	0.80	\$550.00	\$440.00
VR	04/23/2024	Review and Analyze: review and analyze discovery and complaint; review documents; review correspondence between counsel; meet and confer via telephone with Def; advise AR	2.20	\$750.00	\$1,650.00
AR	04/24/2024	Revise draft stip/order in arbitration; submit to opposing counsel.	0.60	\$550.00	\$330.00
VR	04/24/2024	Review and Revise: review and revise stipulation re discovery; correspondence to Def	0.50	\$750.00	\$375.00
AR	04/26/2024	Multiple correspondence with opposing counsel regarding status of discovery.	0.40	\$550.00	\$220.00
AR	04/26/2024	Multiple correspondence with client regarding documents; review cell record policies.	0.80	\$550.00	\$440.00
AR	04/29/2024	Review and outline meet and confer correspondence; draft summary response.	0.50	\$550.00	\$275.00
VR	04/30/2024	Review and Analyze: review and analyze documents; review and analyze discovery requests; review deposition notices; advise AR	1.50	\$750.00	\$1,125.00
AR	04/30/2024	Review and outline further meet and confer correspondence; draft summary.	0.50	\$550.00	\$275.00

AR	04/30/2024	Teleconference with VR regarding claims and outstanding discovery.	0.60	\$550.00	\$330.00
AR	05/01/2024	Receive and review further meet and confer correspondence from opposing counsel; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	05/03/2024	Correspondence with court reporter regarding transcript.	0.30	\$550.00	\$165.00
AR	05/03/2024	Multiple correspondence with VR regarding document production.	0.40	\$550.00	\$220.00
VR	05/03/2024	Review and Analyze: review deposition summary; review document production; advise AR	0.80	\$750.00	\$600.00
AR	05/06/2024	Multiple follow up correspondence with opposing counsel regarding discovery.	0.60	\$550.00	\$330.00
AR	05/06/2024	Multiple correspondence with client regarding document production; update file.	0.40	\$550.00	\$220.00
AR	05/07/2024	Multiple follow up correspondence regarding discovery responses.	0.30	\$550.00	\$165.00
AR	05/07/2024	Receive and review subpoena documents; draft follow up correspondence.	0.70	\$550.00	\$385.00
AR	05/09/2024	Review and revise subpoena documents; draft follow up correspondence with VR regarding the same.	0.80	\$550.00	\$440.00
AR	05/09/2024	Follow up correspondence regarding transcript.	0.30	\$550.00	\$165.00
AR	05/09/2024	Review and outline Respondent's discovery responses; draft summary.	1.50	\$550.00	\$825.00
AR	05/13/2024	Multiple correspondence with client regarding deposition transcript.	0.50	\$550.00	\$275.00
AR	05/15/2024	Multiple follow up correspondence with client regarding errata.	0.30	\$550.00	\$165.00
AR	05/15/2024	Begin review and outlining deposition transcript; draft summary.	1.50	\$550.00	\$825.00
AR	05/16/2024	Complete review and outlining of deposition transcript; teleconference with VR regarding errata.	2.50	\$550.00	\$1,375.00
AR	05/16/2024	Review and outline expert report; follow up correspondence regarding errata.	0.50	\$550.00	\$275.00
AR	05/20/2024	Review and outline meet and confer correspondence; begin drafting shells for responses.	2.20	\$550.00	\$1,210.00
AR	05/23/2024	Begin drafting supplemental responses to special	1.60	\$550.00	\$880.00

		interrogatories.			
AR	05/24/2024	Continue drafting supplemental responses to special interrogatories.	1.50	\$550.00	\$825.00
YS	05/24/2024	Review status of case, Confirm 5/30 Arb Management conf. hearing still on calendar, circulate dial-in info to appear remotely	0.30	\$250.00	\$75.00
AR	05/29/2024	Receive and review correspondence regarding mediation; draft follow up correspondence with VR.	0.50	\$550.00	\$275.00
AR	05/30/2024	Teleconference with VR regarding mediation and status.	0.50	\$550.00	\$275.00
AR	05/30/2024	Draft responses special interrogatories; submit for review by client.	1.80	\$550.00	\$990.00
AR	05/30/2024	Draft responses requests for production; submit for review by client.	1.70	\$550.00	\$935.00
AR	05/30/2024	Draft verification and submit to client; coordination with CJ.	0.40	\$550.00	\$220.00
VR	05/30/2024	Receipt and Review of Correspondence: review correspondence from Def; review mediation and mediation discovery; review deposition; advise AJB and AR	0.40	\$750.00	\$300.00
ASC	05/30/2024	Prepare to attend arb CMC	0.50	\$450.00	\$225.00
ASC	05/30/2024	Attend Arb CMC	0.50	\$450.00	\$225.00
AR	05/31/2024	Follow up correspondence with client; revise and finalize discovery responses; submit for service.	1.30	\$550.00	\$715.00
YS	05/31/2024	Finalize Claimant's supp discovery responses for service. Create POS. Email to OPC re responses. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
ASC	05/31/2024	Review scheduling order no. 3	0.40	\$450.00	\$180.00
AR	06/04/2024	Review and outline subpoena documents; draft follow up correspondence with VR.	0.50	\$550.00	\$275.00
AR	06/04/2024	Teleconference with VR regarding records subpoena; draft response to opposing counsel.	0.40	\$550.00	\$220.00
YS	06/05/2024	Prepare subpoena for production of business records and attachments.	0.60	\$250.00	\$150.00
AR	06/06/2024	Follow up correspondence regarding subpoenas.	0.30	\$550.00	\$165.00
AR	06/07/2024	Multiple correspondence regarding subpoena; research civil and evidence code regarding timing.	0.80	\$550.00	\$440.00

AR	06/07/2024	Draft subpoena and related documents for cell records; multiple correspondence with client regarding the same.	1.60	\$550.00	\$880.00
YS	06/12/2024	Update the internal arb spreadsheet with new deadlines.	0.20	\$250.00	\$50.00
AR	06/27/2024	Receive and review settlement offer; multiple correspondence regarding the same; review and update file.	0.50	\$550.00	\$275.00
AR	06/28/2024	Review records and draft follow up correspondence regarding settlement.	0.60	\$550.00	\$330.00
AR	06/28/2024	Follow up correspondence with ND and opposing counsel regarding settlement offer.	0.20	\$550.00	\$110.00
AR	07/11/2024	Receive and review multiple meet and confer correspondence with opposing counsel; draft internal correspondence; update file.	0.80	\$550.00	\$440.00
AR	07/11/2024	Teleconference with opposing counsel; draft summary and update file.	1.00	\$550.00	\$550.00
AR	07/12/2024	Teleconference with VR regarding seating claim and potential mediation; draft summary for file.	0.80	\$550.00	\$440.00
CL	07/17/2024	Letter from M. Jihang re: Judge Nakamura's conflicts related to appointment to Party v. Twitter.	0.20	\$750.00	\$150.00
AR	07/17/2024	Revise and finalize subpoena documents; submit for service; multiple follow up correspondence with YS regarding the same.	1.00	\$550.00	\$550.00
YS	07/17/2024	Finalize subpoena documents for service. Add attachment tab and attachment 3 to subpoena. Prepare and finalize POS. Email to AGR for review. Email to OPC re subpoena. Email to Chrystal/Taylor re service on Metro PCS via USPS. Email to Knox re subpoena.	0.60	\$250.00	\$150.00
AR	07/23/2024	Receive correspondence from opposing counsel; review file for status; draft summary correspondence with VR.	0.40	\$550.00	\$220.00
VR	07/23/2024	Correspondence with Opposing Counsel: review discovery; correspondence to Def; advise AR	0.40	\$750.00	\$300.00
YS	07/25/2024	Review email from Knox re questions on subpoena. Review JAMS portal. Email correspondence re answers	0.20	\$250.00	\$50.00
AR	08/05/2024	Receive and review correspondence from client; draft and circulate internal correspondence regarding settlement.	0.70	\$550.00	\$385.00
ASC	08/06/2024	Review correspondence from JAMS dated 7/15/24 and 7/17/24 re additional arbitrator's	0.30	\$450.00	\$135.00

disclosures					
YS	08/19/2024	Review email correspondence from Knox re subpoena documents. Download and update file. Email to Team C	0.30	\$250.00	\$75.00
CL	08/19/2024	Receipt and review Declaration of Custodian of records re: Metro PCS subpoena and records.	0.20	\$750.00	\$150.00
CL	08/23/2024	Emails from C. Taylor re: Hyland deposition excerpts and request for a IDC; review and analyze excerpts re same.	0.30	\$750.00	\$225.00
YS	09/06/2024	Finalize Claimant's Second Supplemental Responses for service. Add subpoena records. Prepare POS. Email to OPC re responses. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
CL	09/09/2024	Email from M. Jhang re: availability for conference call with Counsel.	0.20	\$750.00	\$150.00
YS	09/09/2024	Edit the arb complaint to remove references to seating.	0.50	\$250.00	\$125.00
VR	09/10/2024	Receipt and Review of Correspondence: review correspondence between parties; review IDC requirements; review discovery; correspondence to arbitrator	0.80	\$750.00	\$600.00
CL	09/11/2024	Receipt and review Letter from JAMS re arbitrator potential conflict in appointment .	0.20	\$750.00	\$150.00
CL	09/11/2024	Email from M. Jhang re: IDC dial in instructions.	0.20	\$750.00	\$150.00
VR	09/12/2024	Draft: draft discovery statement; review orders from arbitrator; review arbitration agreement and JAMS rules; review discovery statement from respondent; review discovery responses	2.60	\$750.00	\$1,950.00
VR	09/12/2024	Review and Revise: review and revise amended complaint; review deposition transcript; review correspondence between parties; correspondence to respondent	1.60	\$750.00	\$1,200.00
VR	09/13/2024	Review and Analyze: review discovery and respondent's discovery dispute description; prepare for hearing; appearance at IDC; follow up; correspondence to client; review documents and verifications	2.30	\$750.00	\$1,725.00
VR	09/13/2024	Correspondence with Opposing Counsel: review case law and California Code; correspondence to Def; review correspondence between parties; review arbitrator's order	1.20	\$750.00	\$900.00
VR	09/18/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery; correspondence to claimant	0.30	\$750.00	\$225.00

VR	10/08/2024	Draft: draft supplemental responses to discovery; review documents; prepare documents; review correspondence between parties; review arbitrator's orders; advise YS and TG	4.40	\$750.00	\$3,300.00
ASC	11/05/2024	Review correspondence from JAMS re Notice of appointment of arbitrator	0.30	\$450.00	\$135.00
CL	11/20/2024	Letter re: Kirk H. Nakamura potential conflict re assignment.	0.20	\$750.00	\$150.00
ASC	12/08/2024	Review correspondence from JAMS re supplemental disclosures from arbitrator	0.30	\$450.00	\$135.00
VR	12/19/2024	Review and Analyze: review correspondence between parties; review deposition notices; review discovery; advise AJB	0.80	\$750.00	\$600.00
CL	01/29/2025	Receipt and review Notice of final status conference call	0.30	\$750.00	\$225.00
ASC	01/29/2025	Receive correspondence from JASM re notice of arbitration merits hearing	0.30	\$450.00	\$135.00
YS	02/03/2025	Draft PMK NOD for 2.24.25	0.40	\$250.00	\$100.00
YS	02/03/2025	Draft PMK NOD for 2.20.25	0.40	\$250.00	\$100.00
CL	02/03/2025	Finalize Fourth Amended PMK deposition notice.	0.30	\$750.00	\$225.00
CL	02/04/2025	Email from P. Martin re: production HYLAND/ BBHEALTH-ARB 007704; Receipt and review the same.	0.30	\$750.00	\$225.00
YS	02/04/2025	Finalize PMK NOD for 2.20.25 date. Prepare POS. Email to OPC re NOD. Email to Court Docs for circulation and calendaring.	0.40	\$250.00	\$100.00
YS	02/04/2025	Finalize PMK NOD for 2.24.25 date. Prepare POS. Email to OPC re NOD. Email to Court Docs for circulation and calendaring.	0.40	\$250.00	\$100.00
ASC	02/05/2025	Receive and review correspondence from JAMS re notice of final status conference	0.30	\$450.00	\$135.00
CL	02/07/2025	Email from C. Taylor re: PMK deposition category 2	0.20	\$750.00	\$150.00
VR	02/07/2025	Correspondence with Opposing Counsel: correspondence to Def re PMK deposition; review discovery; advise CL	0.50	\$750.00	\$375.00
CL	02/10/2025	Email to C. Taylor re: categories of PMK for deposition.	0.30	\$750.00	\$225.00
YS	02/10/2025	Submit scheduling request via Aptus website for court reporter for 2/20 & 2/24 PMK Depo	0.30	\$250.00	\$75.00

CL	02/12/2025	Receipt and review proposed order re MSJ; declaration of S. Dao in support of MSJ; Evidence Appendix; and MSJ.	0.60	\$750.00	\$450.00
CL	02/12/2025	Email from B. Miller re PMK depositions off calendar.	0.20	\$750.00	\$150.00
CL	02/13/2025	Review and analyze scheduling Order #4; Email to B. Miller re: revisions to scheduling Order #4 based on the vacating of the PMK deposition; Discuss with AJ re: same.	0.90	\$750.00	\$675.00
YS	02/14/2025	Review file for shell for stip to continue arb hearing and dispositive motions. Prepare shell.	0.80	\$250.00	\$200.00
CL	02/14/2025	Revise Stipulation re MSJ Briefing Schedule and Continuing of Final Merits hearing; Email to B. Miller re: same.	1.30	\$750.00	\$975.00
CL	02/17/2025	Email to B. Miller re: stipulation to continue Final Merits hearing; Revise Stipulation to Continue Final Merits Hearing.	0.50	\$750.00	\$375.00
CL	02/17/2025	Emails to/from B. Miller re: revised stipulation to continue Final Merits hearing; Revise Stipulation to Continue Final Merits Hearing.	0.50	\$750.00	\$375.00
CL	02/17/2025	Finalize Stipulation to Continue Final Merits Hearing.	0.20	\$750.00	\$150.00
YS	02/17/2025	Finalize stip to continue dispositive motions and arb hrg for service. Prepare POS. Upload to JAMS. Email to OPC/CM/Arbitrator re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	02/21/2025	Email from/to C. Taylor re meet and confer re: discovery and request for conference call.	0.30	\$750.00	\$225.00
CL	02/24/2025	Draft Expert Disclosure; Email to E. Lietzow re: verification of expert disclosure documents.	0.60	\$750.00	\$450.00
CL	02/24/2025	Email to E. Lietzow re: expert report.	0.30	\$750.00	\$225.00
AR	02/24/2025	Receive and review correspondence from CTL regarding status; review and outline expert report and deposition summary regarding meal break violations; draft summary.	0.80	\$550.00	\$440.00
CL	02/25/2025	Email to/from E. Lietzow re: expert report.	0.30	\$750.00	\$225.00
CL	02/26/2025	Email from E. Lietzow re draft Expert Report; Review and analyze Expert Report.; Call E. Lietzow re revisions to Expert Report.	0.80	\$750.00	\$600.00
CL	02/26/2025	Email from E. Lietzow re executed Expert Report; Review and analyze Expert Report in preparation for service.	0.50	\$750.00	\$375.00

CL	02/26/2025	Revise and finalize Expert Designation.	0.20	\$750.00	\$150.00
YS	02/27/2025	Finalize expert witness designation and report. Prepare POS. Email to OPC re designation/report. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
CL	03/04/2025	Email to/from M. Jhang re: briefing schedule for MSJ and final merits hearing.	0.40	\$750.00	\$300.00
CL	03/04/2025	Receipt and review Deposition Notice of E. Lietzow.	0.30	\$750.00	\$225.00
CL	03/04/2025	Receipt and review Letter from M. Jhang re: appointment of Judge Nakamura to Twitter action.	0.30	\$750.00	\$225.00
ASC	03/04/2025	Review correspondence from JAMS re further disclosures of Hon. Kirk H. Nakamura (Ret.)	0.30	\$450.00	\$135.00
CL	03/05/2025	Email from C. Taylor re: revisions to stipulation and available dates for PMK deposition.	0.30	\$750.00	\$225.00
CL	03/06/2025	Email from/to C. Taylor re PMK deposition, Stipulation re briefing schedule for MSJ and Final Merits.	0.80	\$750.00	\$600.00
CL	03/06/2025	Revise Stipulation to Continue Final Merits hearing.	0.40	\$750.00	\$300.00
YS	03/10/2025	Prepare shell for claimant's objs to NOD of E. Lietzow	0.50	\$250.00	\$125.00
CL	03/10/2025	Draft Objection to the Notice of Deposition of E. Lietzow.	0.50	\$750.00	\$375.00
YS	03/10/2025	Finalize Objection to NOD re E. Lietzow for service. Prepare POS. Email to OPC re obj. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
CL	03/11/2025	Review and analyze Deposition Excerpts attached to Motion for Summary Judgment in preparation for call with Defendant.	1.70	\$750.00	\$1,275.00
CL	03/11/2025	Telephone call with C. Taylor re: stipulation re MSJ briefing and mediation; Discuss with AJ re same.	0.90	\$750.00	\$675.00
CL	03/11/2025	Revise stipulation re MSJ briefing and depositions to address meet and confer stipulations.	0.50	\$750.00	\$375.00
CL	03/11/2025	Review and analyze superior court ruling re sick pay RRP issue in support of opposition to MSJ; Review and analyze JAMS conflicts of law and CRC 8.115.	0.70	\$750.00	\$525.00
CL	03/11/2025	Draft 5th Amended Deposition Notice; Email to C. Taylor re: meet and confer re: revisions to the deposition notice.	0.70	\$750.00	\$525.00

YS	03/12/2025	Finalize 5th amended PMK depot notice for service. Prepare POS. Email to OPC re NOD. Email to Court Docs for circulation/calendaring. Place request for court reporter with Aptus.	0.50	\$250.00	\$125.00
CL	03/12/2025	Email from C. Taylor re meet and confer re: stipulation for leave to file MSJ.	0.30	\$750.00	\$225.00
CL	03/14/2025	Email from C. Taylor re stipulation re MSJ; Revise Stipulation re MSJ.	0.80	\$750.00	\$600.00
YS	03/17/2025	Review JAMS portal re status of invoice dated 1/28/2025 - invoice paid timely by Defs.	0.10	\$250.00	\$25.00
CL	03/18/2025	Review and analyze communications to/from E. Lietzow in preparation for expert production; Email to E. Lietzow re: communications and deposition availability.	1.30	\$750.00	\$975.00
YS	03/18/2025	Finalize revised stip to continue dispositive motions and arb hrg for service. Prepare POS. Upload to JAMS. Email to OPC/CM/Arbitrator re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	03/20/2025	Telephone call from C. Taylor re: proposed mediation sample, dates for mediation and records related to RRP change.	0.40	\$750.00	\$300.00
CL	03/20/2025	Email to C. Taylor re: proposed mediation sample, dates for mediation and records related to RRP change; Discuss with AJ re: same.	0.50	\$750.00	\$375.00
CL	03/20/2025	Email to M. Jhang re: follow-up regarding stipulation to continue motion for summary judgment and mediation.	0.30	\$750.00	\$225.00
ASC	03/24/2025	Prepare mediation data request	1.00	\$450.00	\$450.00
ASC	03/25/2025	Review email from C. Taylor re mediation data sample and production	0.30	\$450.00	\$135.00
CL	03/27/2025	Email from M. Jhang re: stipulation to continued MSJ deadlines.	0.30	\$750.00	\$225.00
CL	03/27/2025	Receipt and review Order Continuing Dispositive Motion and Arbitration hearing date.	0.40	\$750.00	\$300.00
YS	03/27/2025	Review arb documents from Claimant and Resp. Update exhibit book.	0.80	\$250.00	\$200.00
ASC	03/27/2025	Review notification from JAMS re joint stip to continue	0.30	\$450.00	\$135.00
AR	04/22/2025	Multiple correspondence regarding status of arbitration; receive and review MOU; draft follow up correspondence.	0.80	\$550.00	\$440.00
CL	06/06/2025	Email to H. Ahn re: confirmation re Claimant's	0.30	\$750.00	\$225.00

deadline to oppose motion for summary judgment and motion for summary judgment vacated.					
CL	07/22/2025	Email form K. Nakamura re: appointment as arbitrator.	0.30	\$750.00	\$225.00
ASC	07/28/2025	Review correspondence from JAMS Re further disclosure of Arb. Nakamura, and case manager's request for status on settlement	0.40	\$450.00	\$180.00
CL	07/30/2025	Email from/to H. Ahn re status of settlement and dismissal.	0.30	\$750.00	\$225.00
Quantity Subtotal					210.4
Services Subtotal					\$126,985.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/21/2023	JAMS/Filing Fee	1.00	\$409.25	\$409.25
Expenses Subtotal					\$409.25

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	0.5	\$675.00	\$337.50
Randy Hy	2.1	\$675.00	\$1,417.50
Christine LeVu	67.3	\$750.00	\$50,475.00
Victoria Rivapalacio	21.3	\$750.00	\$15,975.00
Andrew Ronan	93.0	\$550.00	\$51,150.00
Adolfo Sanchez Contreras	5.4	\$450.00	\$2,430.00
Adolfo Sanchez Contreras	6.9	\$250.00	\$1,725.00
Yesenia Silva	13.9	\$250.00	\$3,475.00
Quantity Total			210.4
Subtotal			\$127,394.25
Total			\$127,394.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/13/2025	\$127,394.25	\$0.00	\$127,394.25
Outstanding Balance				\$127,394.25
Total Amount Outstanding				\$127,394.25

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

Please pay within 30 days.

EXHIBIT 3

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

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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 4

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 5

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1004

March 31, 2021

CA2373

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Best Buy Health, Inc.
Certified Mail #70200640000213197561
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 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 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 Best Buy Health, Inc. in California and classified as non-exempt employees during the time period of March 31, 2020 until a date as determined by the Court. Our offices represent Plaintiff James Hyland (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Best Buy Health, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a 5 Star Urgent Response Agent from May of 2017 to January of 2021 and classified 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

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. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Defendant violated Section 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including for the “Ot on Bonus” item of pay, which was an overtime wage payment. 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 failed 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, 227.3, 246, 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 was paid online to the LWDA. 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 Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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2 Kyle R. Nordrehaug (State Bar #205975)

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN DIEGO**

9
10 JAMES HYLAND, on behalf of the State of
11 California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 BEST BUY HEALTH, INC., a
16 Corporation, and DOES 1 through 50,
inclusive,

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18 Defendants.
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Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
226(a), 226.7, 227.3, 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).

1 Plaintiff James Hyland (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendant Ascot Hotel, L.P.
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for himself, and on behalf of
9 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does
10 **not seek to recover anything other than penalties as permitted by California Labor Code**
11 **§ 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 **THE PARTIES**

23 4. Defendant Best Buy Health, Inc. (“DEFENDANT”) is a Corporation that at all
24 relevant times mentioned herein conducted and continues to conduct substantial business in the
25 state of California.

26 5. DEFENDANT provides device-based emergency response services and virtual
27 care offerings that connect patients and physicians.
28

1 6. PLAINTIFF was employed by DEFENDANT in California from May of 2017 to
2 January of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
3 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
4 of minimum and overtime wages due for all time worked.

5 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to
8 himself and all individuals who are or previously were employed by DEFENDANT in
9 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
10 the time period of March 31, 2020 until a date as determined by the Court (the "PAGA
11 PERIOD").

12 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 227.3,
16 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
18 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
19 employees within the meaning of Labor Code § 2699, *et seq.*

20 9. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
22 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
23 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
24 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
25 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
26 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
27 responsible in some manner for one or more of the events and happenings that proximately
28 caused the injuries and damages hereinafter alleged.

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work off the clock without paying them for all the time they performed post-shift duties, specifically by failing to provide enough labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. Specifically, before clocking in, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to wait in-line for a COVID-19 screening, one which included questions about their current set of symptoms before being each employee was scanned and screened for a fever. Additionally, PLAINTIFF was from time to time interrupted by work assignments during his meal and rest periods. Indeed, there were days where PLAINTIFF did not even receive a partial lunch. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time were not paid wages for all time worked, including overtime wages, such that in the aggregate employees were underpaid wages as a result of DEFENDANT's pattern and practice of unevenly rounding time worked by its employees. As a result, PLAINTIFF and other

1 AGGRIEVED EMPLOYEES forfeit minimum wage and overtime compensation by from time to time
2 working without their time being accurately recorded and without compensation at the applicable
3 minimum wage and overtime rates. DEFENDANT's uniform policy and practice not to pay
4 PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is evidenced by
5 DEFENDANT's business records.

6 12. As a result of their rigorous work schedules, PLAINTIFF and other
7 AGGRIEVED EMPLOYEES are also from time to time unable to take off duty meal breaks
8 and are not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
9 EMPLOYEES are from time to time required to perform work as ordered by DEFENDANT
10 for more than five (5) hours during a shift without receiving an off-duty meal break.
11 Further, DEFENDANT fails to provide PLAINTIFF and AGGRIEVED EMPLOYEES with
12 a second off-duty meal period from time to time in which these employees are required by
13 DEFENDANT to work ten (10) hours of work from time to time. PLAINTIFF and the other
14 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
15 and in accordance with DEFENDANT's corporate policy and practice.

16 13. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
17 EMPLOYEES are also required from time to time to work in excess of four (4) hours
18 without being provided ten (10) minute rest periods. Further, these employees are denied
19 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
20 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
21 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
22 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
23 hours or more from time to time. PLAINTIFF and other AGGRIEVED EMPLOYEES are
24 also not provided with one hour wages in lieu thereof. As a result of their rigorous work
25 schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES are from time to time
26 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.
27 Additionally, the applicable California Wage Order requires employers to provide
28 employees with off-duty rest periods, which the California Supreme Court defined as time

1 during which an employee is relieved from all work related duties and free from employer
2 control. In so doing, the Court held that the requirement under California law that
3 employers authorize and permit all employees to take rest period means that employers must
4 relieve employees of all duties and relinquish control over how employees spend their time
5 which includes control over the locations where employees may take their rest period.
6 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
7 minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFF and
8 other AGGRIEVED EMPLOYEES from unconstrained walks and requires these employees
9 to remain on DEFENDANT's premises under DEFENDANT's control during what should
10 be their paid, off duty rest periods.

11 14. DEFENDANT also fails to provide PLAINTIFF and the other AGGRIEVED
12 EMPLOYEES with complete and accurate wage statements which failed to show, among
13 other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that
14 every employer shall furnish each of his or her employees with an accurate itemized wage
15 statement in writing showing, among other things, gross wages earned and all applicable
16 hourly rates in effect during the pay period and the corresponding amount of time worked at
17 each hourly rate. PLAINTIFF and AGGRIEVED EMPLOYEES were paid on an hourly
18 basis. As such, the wage statements should reflect all applicable hourly rates during the pay
19 period and the total hours worked, and the applicable pay period in which the wages were
20 earned pursuant to California Labor Code Section 226(a). The wage statements
21 DEFENDANT provided to PLAINTIFF and other AGGRIEVED EMPLOYEES failed to
22 identify such information. More specifically, the wage statements failed to identify the
23 accurate total hours worked each pay period. When the hours shown on the wage statements
24 were added up, they did not equal the actual total hours worked during the pay period.
25 Additionally, DEFENDANT violated Section 226 by failing to identify the correct rates of
26 pay and number of hours worked, including for the "OT on Bonus," item of pay, which was
27 a wage payment. Aside, from the violations listed above, DEFENDANT failed to issue to
28 PLAINTIFF an itemized wage statement that lists all the requirements under California

1 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF
2 and the other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab.
3 Code § 226.

4 15. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
5 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
6 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 16. In the course of their employment PLAINTIFF and other AGGRIEVED
15 EMPLOYEES as a business expense, are required by DEFENDANT to use their own
16 personal cellular phones and personal vehicles to inter-location travel as a result of and in
17 furtherance of their job duties as employees for DEFENDANT but are not reimbursed or
18 indemnified by DEFENDANT for the cost associated with the use of their personal cellular
19 phones and personal vehicles, including but not limited to gas money, for DEFENDANT's
20 benefit. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES are required by
21 DEFENDANT to use their personal cellular phones to respond to managers while off the
22 clock (which also results in minimum wage and overtime violations). As a result, in the
23 course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
24 EMPLOYEES incurred unreimbursed business expenses which included, but were not
25 limited to, costs related to the use of their personal cellular phones and personal vehicles all
26 on behalf of and for the benefit of DEFENDANT.
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28

1 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
3 Specifically, PLAINTIFF and other non-exempt employees earned non-discretionary
4 remuneration, including but not limited to, incentives and bonuses. Rather than pay sick pay
5 at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
6 AGGRIEVED EMPLOYEES at their base rates of pay.

7 18. Cal. Lab. Code § 204 provides that “[a]ll wages. . .earned by any person in any
8 employment are due and payable twice during each calendar month, on days designated in
9 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
10 requires employers to pay employees all wages owed within Seven (7) days of the close of
11 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of
13 the payroll period.

14 19. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
15 to collect or receive from an employee any part of wages theretofore paid by said employer
16 to said employee.” DEFENDANT made unlawful deductions from compensation payable to
17 PLAINTIFF and AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
18 deductions from compensation payable to PLAINTIFF and AGGRIEVED EMPLOYEES,
19 and thereby failed to pay these employees all wages due at each applicable pay period and
20 upon termination
21

22 20. In violation of the applicable sections of the California Labor Code and the
23 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
24 a matter of company policy, practice and procedure, intentionally, knowingly and
25 systematically failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES
26 for missed meal and rest periods. This uniform policy and practice of DEFENDANT is
27 intended to purposefully avoid the payment for all time worked as required by California law
28 which allows DEFENDANT to illegally profit and gain an unfair advantage over

1 competitors who complied with the law. To the extent equitable tolling operates to toll
2 claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD
3 should be adjusted accordingly.

4 21. By reason of this uniform conduct applicable to PLAINTIFF and all
5 AGGRIEVED EMPLOYEES, DEFENDANT engaged in a company-wide policy and
6 procedure which fails to accurately calculate and record all missed meal and rest periods and
7 failed to pay all minimum and overtime wages due to PLAINTIFF and other AGGRIEVED
8 EMPLOYEES. The proper recording of these employees' missed meal and rest breaks is
9 the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the
10 obligation to meet this burden, DEFENDANT fails to properly calculate and/or pay all
11 required compensation for work performed by the AGGRIEVED EMPLOYEES and
12 violated the California Labor Code and regulations promulgated thereunder as herein
13 alleged.

14 22. All of the conduct and violations alleged herein occurred during the PAGA
15 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
16 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
17 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
18 2018 AJDAR 12157 (Certified for Publication 12/19/18).
19

20 21 **JURISDICTION AND VENUE** 22

23 23. This Court has jurisdiction over this Action pursuant to California Code of
24 Civil Procedure, Section 410.10.

25 24. 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,
27 resides in this County, and DEFENDANT (i) currently maintains and at all relevant times
28

1 maintained offices and facilities in this County and/or conducts substantial business in this
2 County, and (ii) committed the wrongful conduct herein alleged in this County against
3 PLAINTIFF and the AGGRIEVED EMPLOYEES.

4 **FIRST CAUSE OF ACTION**

5 **For Violation of the Private Attorneys General Act**

6 **[Cal. Lab. Code §§ 2698, *et seq.*]**

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

8
9 25. PLAINTIFF incorporates by reference, as though fully set forth herein, the
10 prior paragraphs of this Complaint.
11

12 26. PAGA is a mechanism by which the State of California itself can enforce state
13 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
14 the state's labor law enforcement agencies. An action to recover civil penalties under
15 PAGA is fundamentally a law enforcement action designed to protect the public and not to
16 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
17 but to create a means of "deputizing" citizens as private attorneys general to enforce the
18 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
19 public interest to allow aggrieved employees, acting as private attorneys general to recover
20 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
21 claims cannot be subject to arbitration.

22 27. PLAINTIFF, and such persons that may be added from time to time who
23 satisfy the requirements and exhaust the administrative procedures under the Private
24 Attorney General Act, brings this Representative Action on behalf of the State of California
25 with respect to himself and all individuals who are or previously were employed by
26 DEFENDANT in California and classified as non-exempt employees ("AGGRIEVED
27 EMPLOYEES") during the time period of March 31, 2020 until a date as determined by the
28 Court (the "PAGA PERIOD").

28. On March 31, 2021 PLAINTIFF gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

29. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed to pay minimum wages, and (e) failed to reimburse for required business expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 227.3, 246, 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), and the applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

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

¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

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1. On behalf of the State of California and with respect to all AGGRIEVED
EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private
Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the
law, including, but not limited to, pursuant to Labor Code §2699.

Dated: March 31, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal

EXHIBIT 6



Brooke Waldrop <brooke@bamlawca.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: brooke@bamlawca.com

Sun, Oct 12, 2025 at 8:53 PM

10/12/2025 08:52:53 PM

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

Item submitted: Proposed Settlement

On 10/12/2025 08:52:53 PM your Proposed Settlement was successfully processed for case number LWDA-CM-827661-21

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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