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

13 SIERRA HEIDTBRINK, on behalf of the
14 State of California, as private attorney
15 general,

16 Plaintiff,

17 vs.

18 JEFFERSON HEALTHCARE, INC., a
19 Corporation; and DOES 1 through 50,
20 Inclusive,

21 Defendants.
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Case No.: 37-2021-00029068-CU-OE-CTL

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: February 10, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Action Filed: July 7, 2021
Trial Date: January 27, 2023

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Jefferson Healthcare, Inc. ("Defendant") is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor
12 and Workforce Development Agency ("LWDA") on March 17, 2021 on behalf of Plaintiff
13 Sierra Heidtbrink, requesting authorization from the LWDA to seek civil penalties as
14 provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour
15 violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of
16 its intent to investigate expired on May 22, 2021. On July 7, 2021, Plaintiff Heidtbrink filed
17 a Representative Action Complaint in this Court against Defendant Jefferson Healthcare, Inc.
18 alleging a single cause of action for recovery of civil penalties for Violation of the PAGA
19 [Labor Code §§ 2698, et seq.]. Plaintiff and Defendant agreed to mediate with Kelly Knight.
20 Prior to the mediation, the Parties conducted significant investigation and discovery of the
21 facts and law. Defendant produced hundreds of documents relating to its policies, practices,
22 and procedures regarding paying non-exempt employees for all hours worked, overtime,
23 meal and rest period policies, payroll and operations policies, and more. Plaintiff was
24 provided with sufficient records and data to determine the number of Aggrieved Employees
25 and the number of pay periods in the PAGA Period. The Parties agree that the above-
26 described investigation and evaluation, as well as the information exchanged during the
27 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions

1 and to compromise the issues on a fair and equitable basis. Plaintiff's theory of PAGA
2 liability as argued at mediation alleged that Defendant failed to relieve employees of all
3 duties and failed to authorize and permit meal breaks by presenting an improper on-duty
4 meal agreement to all non-exempt employees at hire. Plaintiff contends that her and other
5 Aggrieved Employees' job duties are not the type that justify an on-duty meal break,
6 especially when working alongside other employees at the same location. Plaintiff alleged
7 that sufficient time routinely exists to provide Certified Nursing Assistants and other non-
8 exempt employees off-duty meal periods. According to Plaintiff, Defendant has not,
9 however, paid the Aggrieved Employees all premium hours owed for missed meal or rest
10 periods. Plaintiff alleged that Defendant's use of the "on-duty" meal period agreements
11 prevented non-exempt employees from being relieved of all duties to take the meal periods
12 that Defendant should have provided and, as a result, employees were made to continue to
13 perform their job duties through the entirety of their on-duty meal periods. Plaintiff also
14 alleged that she and other Aggrieved Employees were called on their personal cell phones for
15 scheduling issues but that Defendant failed to reimburse employees for the costs associated
16 with the use of their cell phones for work-related issues. Further, Plaintiff alleged that
17 Defendant provided wage statements that were defective. For example, Plaintiff contends the
18 wage statements were defective because Defendant grouped wage payments into one lump
19 sum payment described as "Details Not Displayed" – wherein the payment indicated the
20 amount of the wage but failed to state the dates the wages were earned, the hours that were
21 compensated by the wage, or the hourly rates used to pay the wage. Moreover, Plaintiff
22 contends the wage statements were defective for the additional reason that they failed to list
23 the correct entity that employed Plaintiff and other Aggrieved Employees (the pay stubs list
24 "Magnolia Post Acute" as the employer when the true employer is Jefferson Healthcare,
25 Inc.). Further, Plaintiff alleged that Defendant failed to pay minimum and overtime wages.
26 For example, prior to clocking in for their work shift, Plaintiff alleges non-exempt
27 employees were required to spend time submitting to COVID symptom screening checks in
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1 the form of a temperature check and answering a questionnaire. On June 26, 2022, the
2 Parties engaged in an all-day mediation session before Mediator Knight, a respected and
3 experienced mediator knowledgeable of both the wage and hour laws and representative
4 claims at issue in this action. Through arms-length negotiations with the assistance of the
5 mediator, the Parties reached an agreement to settle the PAGA claims in this action which
6 led to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
7 settlement was negotiated in light of all known facts and circumstances and the uncertainty
8 associated with litigation – including the risk of Plaintiff not being able to maintain
9 representative claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
10 merits of Defendant’s potential defenses, and the significant delay and potential appellate
11 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
12 the assistance of Mediator Knight.

13 4. The claim before this Court is solely the representative claim under
14 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
15 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
16 length mediation session. The PAGA settlement is subject to Court approval consistent with
17 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties
18 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$200,000 to
19 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
20 From this PAGA Settlement of \$200,000, there is a deduction of attorneys’ fees (“PAGA
21 Counsel Fees Payment”) in the amount of \$66,666 (which is one-third of the PAGA
22 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses

23 _____
24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
26 (“Individual Settlement”)(Settlement Agreement at ¶ 2.2). 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 Payment”) in an amount not to exceed \$10,000, and Settlement Administration Costs
2 (“Administration Expenses Payment”) not to exceed \$5,000. (Agreement at ¶¶ 3.2.1-3.2.2).²
3 After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
4 be no less than \$118,334. Of the PAGA Payment amount, seventy-five percent (75%)(no
5 less than \$88,750.50) will be paid to the LWDA and the remaining twenty-five percent
6 (25%) (no less than \$29,583.50) will be paid to the Aggrieved Employees (Agreement at ¶
7 3.2.3). “Aggrieved Employees” means all individuals who were employed by Defendant
8 Jefferson Healthcare, Inc. in California and classified as non-exempt employees during the
9 PAGA Period. The PAGA Period is the period from May 2, 2020 to July 26, 2022.
10 (Settlement Agreement at ¶¶ 1.4, 1.23). The Individual PAGA Payment for each Aggrieved
11 Employee shall be based on the number of pay periods each Aggrieved Employee worked
12 during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods
13 worked by all Aggrieved Employees during the PAGA Period. The PAGA Period is the time
14 period from May 2, 2020 to July 26, 2022. (Agreement at ¶ 1.23). For mediation, Defendant
15 represented that there are approximately 240 Aggrieved Employees who collectively worked
16 approximately 6,121 pay periods during the PAGA Period. (Agreement at ¶ 4.1). Defendant
17 will provide a declaration as required by the Agreement confirming the accuracy of the
18 above figures. Upon entry of final judgment, the Released Parties shall be entitled to a
19 release from the State of California and the Aggrieved Employees only for any “Released
20 PAGA Claims”, which means all PAGA claims for civil penalties under California Labor
21 Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in
22 the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted
23 based on the facts alleged in the operative PAGA Notice and Operative Complaint) which
24 are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor

25 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
26 Payment less than the amounts requested, the Administrator will allocate the remainder of these
27 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
28 Expenses are less or the Court approves payment less than \$5,000, the Administrator will allocate
the remainder of this amount to the PAGA Payment (Id. at ¶ 3.2.2).

Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B)(the “Released PAGA Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside of the PAGA Period. (*Id.*) The Released PAGA Claims do not include any claims that cannot be released as a matter of law. (*Id.*) The Agreement expressly confirms that **“In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any Aggrieved Employees, other than their individual PAGA claims, as contemplated by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. ____.”** (*Id.*)

5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount (\$66,666.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$10,000.00 will also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement.³ Lastly, payment to the Administrator in an amount not to exceed \$5,000 to perform the administrative duties to distribute the settlement money shall also be paid.

6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and therefore should be approved in light of Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$200,000 is significantly more than other PAGA settlements and constitutes approximately \$33 per pay period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was

³ As set forth herein below, PAGA Counsel incurred costs in the current amount of \$8,374.21, which is less than the cost allocation in the Settlement Agreement. See Declaration of Nordrehaug at ¶ 9.

1 potentially \$612,100 based on 6,121 pay periods applicable to the Aggrieved Employees
2 during the PAGA Period.⁴ Importantly, however, these calculations were performed at the
3 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
4 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to
5 award a lesser amount than the maximum civil penalty if based on the facts and
6 circumstances to do otherwise would result in an award that is "unjust, arbitrary and
7 oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
8 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
9 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly
10 less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
11 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of
12 civil penalties would be only \$30,605, which is far less than this settlement provides.

13 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
14 violation for each period the employee worked in relation to meal or rest period violations,
15 failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate
16 itemized wage statements, failure to pay wages when due and failure to reimburse employees
17 for required expenses. Defendant maintains that Plaintiff and the Aggrieved Employees
18 were properly compensated, and that it did not violate the Labor Code. Accordingly,
19 Defendant disputes and denies Plaintiff's allegations and claims asserted in both the PAGA
20 Notice and the Operative Complaint, which are resolved by the Agreement. Defendant
21 asserted additional defenses to the PAGA claim, not only as to liability but also as to the
22 amount of the penalties. Defendant could argue that no penalties prior to the PAGA
23 notification should be awarded because the violations were not intentional, and at least one
24 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that

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26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$612,100 is the civil penalty amount without stacking. If stacking is permitted, then
28 the 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 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential
2 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and her
3 attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has similarly
4 concluded that it is desirable that the action is settled in the manner and upon the terms and
5 conditions set forth in the Settlement Agreement in order to avoid further expense,
6 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
7 litigation. Defendant has determined that it is desirable and beneficial to put to rest the
8 claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
9 adequate. PAGA Counsel have significant experience litigating wage and hour claims
10 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater
11 than similar settlements that courts have approved. The PAGA Settlement, along with the
12 other terms of the proposed settlement, were negotiated by experienced counsel at arm's
13 length with the assistance of a private mediator, Kelly Knight. As set forth in the
14 accompanying proof of service, the LWDA has been provided notice of this motion and the
15 PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not
16 oppose the motion should be given considerable weight. This is not a situation where the
17 Court needs to be concerned about the rights of absent employees as in a class settlement, as
18 this PAGA-only settlement does not release the individual claims of absent employees, and
19 the LWDA is a sophisticated government entity that is more than able to look out for its own
20 rights.

21 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
22 the amount of \$66,666 representing one-third of the \$200,000 Gross PAGA Settlement
23 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
24 Agreement is supported by several factors. First, the requested fees are justified by the result
25 achieved. PAGA Counsel negotiated a recovery of \$200,000, and this result justifies the
26 requested fees equal to one third of this recovery. This percentage is within the standard
27 contingent recovery percentage of one-third, and this percentage is what was expressly
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1 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
2 (2016). Second, the fee award is justified by the work performed and contributions to the
3 case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
4 \$91,207, which means the requested award is significantly less than the lodestar incurred by
5 PAGA Counsel. Third, the consideration of the enhancement factors justify the
6 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk
7 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the
8 issues involved. As detailed in the accompanying billing statements, true and correct copies
9 of which are attached hereto as Exhibits #2 and 3, the current lodestar for my firm in this
10 matter as of January 11, 2023 is \$91,207 for more than 148 hours of work prosecuting the
11 claims being resolved by this Settlement.⁵ This time does not include time incurred after the
12 billing was finalized and the time spent managing the completion of the settlement, which I
13 estimate will add \$10,000 to \$20,000 in additional lodestar.

14 9. The award of litigation expenses is based upon the actual expenses incurred by
15 Plaintiff and PAGA Counsel, which currently are \$8,374.21. Under the Agreement, PAGA
16 Counsel will be recovering litigation expenses in the total amount of \$8,374.21 which is less
17 than the \$16,000 allocation for costs in the Settlement Agreement, so the difference of
18 \$1,625.79 will be added to the PAGA Payment amount. The litigation expenses incurred by
19 my firm in the amount of \$8,374.21 were all reasonably necessary to the litigation, and are
20 detailed in Exhibits #2 and 3 attached hereto.

21 22 Experience and Qualifications

23 10. I have represented hundreds of thousands of employees in hundreds of legal
24 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
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26 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
27 so Exhibit #2 consists of the billing statement from Tussman which covers billing from
28 inception to June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the
present.

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

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

23 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
24 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
25 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
26 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
27 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*

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

27 (c) Then Chief Judge Irma Gonzales in a consolidated class action

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

1 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

21 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
22 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
23 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
24 prevailing rates of attorneys in the local legal community for similar work and, if this were a
25 commercial matter, these are the charges that would be made and presented to the client.
26 These hourly rates have been approved by Court's throughout California, including the
27 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre

1 Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in
2 line with those prevailing in the [relevant] community’—the Central District of California”.
3 Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
4 comparing such rates with the rates of comparable counsel practicing complex and class
5 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
6 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
7 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
8 average associate billing rate” are reasonable rates when compared within 21 other firms
9 practicing in the Southern District of California.) This survey is useful to show that Class
10 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes
11 these types of class claims, such as Mayer Brown noted above who is defense counsel in
12 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
13 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
14 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
15 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
16 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
17 the rates charged by my firm for comparable work are less than these examples, and are
18 therefore undoubtedly reasonable.

19 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
20 #5. In addition, the LWDA is being served with this motion which includes the Settlement
21 Agreement, as verified in the proof of service attached hereto as Exhibit #7.

22 14. Settlement Administration – Phoenix Class Action Administration Solutions
23 was selected as the Settlement Administrator based upon their estimate. A Declaration from
24 Phoenix with a true and correct copy of the estimate from Phoenix Class Action
25 Administration Solutions is attached hereto as Exhibit #6, and the estimate provides for
26 Administration Expenses in the capped amount of \$3,500 for up to 275 aggrieved
27 employees. I have used Phoenix Class Action Administration Solutions successfully as the
28

1 administrator in several prior settlements in the last several years and know them to be
2 competent and experienced.

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

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 11th day of January, 2023, at San Diego,
8 California.

9 /s/ Kyle Nordrehaug
10 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sierra Heidtbrink (“Plaintiff”) and defendant Jefferson Healthcare, 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 PAGA lawsuit alleging wage and hour violations against Defendant captioned *Sierra Heidtbrink v. Jefferson Healthcare, Inc.* (Case No. 37-2021-00029068-CU-OE-CTL) initiated on July 7, 2021 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, 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 were employed by Defendant in California and classified as non-exempt employees 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 Jefferson Healthcare, Inc.

- 1.10. “Defense Counsel” means Julie R. Trotter and Morgan E. Podruski of the law firm of Call & Jensen.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is not appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$200,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik 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’s March 17, 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: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction 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 May 2, 2020 to July 26, 2022.
- 1.24. “Plaintiff” means Sierra Heidtbrink, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant; its present, former, or future owners, 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 July 7, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action 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.

- 2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual 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.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On July 26, 2022, the Parties participated in an all-day mediation presided over by Kelly Knight which led to this Agreement to settle the Action.
- 2.5. 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.
- 2.6. 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 \$200,000.00 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 \$66,666 and PAGA Counsel Litigation Expenses Payment of not more than \$10,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds 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 Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$5,000, the Administrator will allocate the remainder of this amount to the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$115,834 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$86,875.50) allocated to the LWDA PAGA Payment and 25% (no less than \$28,958.50) 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 240 Aggrieved Employees who worked a total of 6,121 PAGA Pay Periods from May 2, 2020 to July 26, 2022.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court's Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's 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 promptly notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within thirty (30) 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 Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* charity Community Law Project, subject to Court approval.

4.4.4. 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. As of the Effective Date, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims.” “Released PAGA Claims” means all PAGA claims for civil penalties under California Labor Code §§ 2698, *et seq.*, predicated on the California Labor Code violations that are asserted in the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and Operative Complaint) which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B). The release shall run through the PAGA Period. The Released PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any Aggrieved Employees, other than their individual PAGA claims, as contemplated by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. ____.

5.3 Release by PAGA Counsel:

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

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator). In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel 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 Approval Order 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 Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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 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 Settlement Agreement, there are 240 Aggrieved Employees who worked 6,121 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will provide a declaration stating the number of Aggrieved Employees and PAGA Pay Periods worked during the PAGA Period following the execution of this Settlement Agreement. If the actual number of PAGA Pay Periods from May 2, 2020 to July 26, 2022 is determined to be more than 15% higher than this estimate, the Gross PAGA Settlement Amount shall be increased proportionately by the amount of PAGA Pay Periods over the 15% increase. For example, if the actual number of workweeks is determined to be 17% higher than 6,121, Defendant’s share of the Gross PAGA Settlement Amount will be increased by 2% not 17% (the “Escalator Clause”). The Gross Settlement Amount will not be reduced for any reason..

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or

Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in 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 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).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Kelly Knight, for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, 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.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and

circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence 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 destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug

kyle@bamlawca.com

Aparajit Bhowmik

aj@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: Julie R. Trotter
jtrotter@calljensen.com
Morgan E. Podruski
mpodruski@calljensen.com

CALL & JENSEN

A Professional Corporation

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Phone: (949) 717-3000

Facsimile: (949) 717-3100

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

10.18 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 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement approval process upon the signing of this Agreement. 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: Jan 3, 2023


Sierra Heidtbrink (Jan 3, 2023 16:03 PST)

Plaintiff Sierra Heidtbrink

Dated: _____

[name]

For Defendant Jefferson Healthcare, Inc.

Dated: 1/3/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Julie R. Trotter
Call & Jensen, A Professional Corporation
Attorney for Defendant

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.

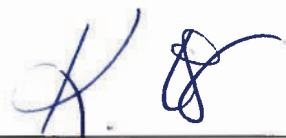
11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Sierra Heidtbrink

Dated: 1/4/23



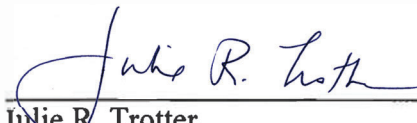
Kristina Hulsai, Authorized Agent [name]

For Defendant Jefferson Healthcare, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 01/04/2023



Julie R. Trotter
Call & Jensen, A Professional Corporation
Attorney for Defendant

EXHIBIT #2

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

JANUARY 11, 2023

SIERRA HEIDTBRINK

RE: MAGNOLIA POST ACUTE
FILE NUMBER: CA2370.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/25/21	ND	REVIEW AND ANALYZE INITIAL CASE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. REVIEW COURT DOCKETS FOR OVERLAPPING CLAIMS. RESEARCH DEFENDANT'S BUSINESS OPERATIONS.	3.10	695	2,154.50
02/26/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF CLIENT. CONFERENCE WITH CLIENT TO DISCUSS CLAIMS AND FACTS FOR COMPLAINT. LEGAL RESEARCH REGARDING 226(A) VIOLATIONS.	4.50	695	3,127.50
03/01/21	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE CLAIMS AND LAW.	4.50	695	3,127.50
03/03/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CONFERENCE WITH CLIENT TO DISCUSS FACTS SURROUNDING ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING SUBSTANTIVE AND PROCEDURAL UNCONSCIONABILITY. REVIEW PREVIOUS MOTION TO COMPEL ORDERS IN SIMILAR CASES.	3.70	695	2,571.50
03/04/21	ND	REVIEW AND REVISE COMPLAINT. CALL WITH CLIENT TO DISCUSS OFF	3.20	695	2,224.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		THE CLOCK WORK AND MEAL AND REST BREAK CLAIMS.			
03/06/21	ND	LEGAL RESEARCH REGARDING 204 LATE PAYMENT OF WAGE CLAIMS. ANALYZE EMAILS FROM CLIENT AND OTHER DOCUMENTS REGARDING CLIENT'S INDIVIDUAL SEXUAL HARRASMENT CLAIMS. REVIEW AND RESEARCH DFEH CLAIMS AND RIGHT TO SUE FACTS. SEND COMPLAINT TO CLIENT FOR APPROVAL TO FILE.	3.10	695	2,154.50
03/09/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO FOR LITIGATION TEAM.	2.00	695	1,390.00
03/17/21	ND	DRAFT PAGA NOTICE. REVIEW AND ANALYZE PAY STUBS. UPLOAD NOTICE TO LWDA WEBSITE.	1.70	695	1,181.50
06/28/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
06/30/21	SB	REVISE COMPLAINT FOR FILING	2.80	325	910.00
07/01/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	475	1,187.50
07/01/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
07/02/21	RE	REVIEW, EDIT & FINALIZE PAGA ONLY COMPLAINT	1.75	475	831.25
07/07/21	RE	CONFER W ND RE LABOR CODE VIOLATIONS INCLUDED IN DRAFT PAGA ONLY COMPLAINT AND PAGA NOTICE LETTER	0.40	475	190.00
07/07/21	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	475	237.50
07/07/21	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; E-FILE IN SAN DIEGO SUP. CT.	0.75	475	356.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/08/21	RE	REVIEW & SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND INITIAL CMC	0.50	475	237.50
07/08/21	RE	PROVIDE NOTICE TO LWDA; UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
08/06/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.75	475	356.25
08/18/21	RE	FILE POS OF SUMMONS; MEMO TO FIRM RE COMMENCEMENT OF WRITTEN DISCOVERY	0.50	475	237.50
08/20/21 15	VR	REVIEW STATUS OF CASE, SERVICE, AND FILING; REVIEW COURT'S ORDERS; ADVISE PM	1.50	495	742.50
09/10/21	CL	REVIEW AND ANALYZE DEFENDANT'S ANSWER TO COMPLAINT AND DEMAND FOR JURY TRIAL.	0.30	495	148.50
10/19/21	CL	DRAFT PLAINTIFF'S REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT.	2.20	495	1,089.00
11/04/21	AR	REVIEW AND OUTLINE FILE FOR STATUS OF MEET AND CONFER EFFORTS IN ADVANCE OF TELECONFERENCE WITH OPPOSING COUNSEL; TELECONFERENCE WITH CTL REGARDING THE SAME.	0.60	475	285.00
11/04/21	AR	MULTIPLE ATTEMPTS TO CONTACT OPPOSING COUNSEL REGARDING DISCOVERY.	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/23/21	AR	REVIEW FILE FOR STATUS; DRAFT CMC STATEMENT.	0.80	475	380.00
11/23/21	AR	MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL; DRAFT FOLLOW UP CORRESPONDENCE.	0.70	475	332.50
11/24/21	AR	REVISE AND FINALIZE CASE MANAGEMENT STATEMENT; FILE AND SERVE.	0.50	475	237.50
12/02/21	HD	REVIEW THE CASE DOCKET TO VERIFY CASE MANAGEMENT HEARING IS STILL ON CALENDAR FOR 12/10/21. OBTAIN REMOTE APPEARANCE INFORMAION. (PAGA MATTER)	0.20	250	50.00
12/07/21	JH	REVIEW FILE AND DOCKET; PREPARE FOR UPCOMING CMC; CONFER WITH CL	0.50	550	275.00
12/10/21	JH	FURTHER PREPARE AND APPEAR FOR INITIAL STATUS CONFERENCE; DISCUSS WITH CL AND AR	1.00	550	550.00
12/14/21	JH	FURTHER, DISCUSS TRIAL SCHEDULE AND RELATED DEADLINES WITH TEAM	0.30	550	165.00
12/17/21	AR	MULTIPLE TELEPHONIC AND EMAIL CORRESPONDENCE WITH OPPOSING COUNSEL; DRAFT SUMMARY REGARDING MEDIATION.	0.60	475	285.00
12/17/21	ND	REVIEW AND ANALYZE DISCOVERY TO DATE. REVIEW EMAILS REGARDING MEDIATION. ANAKLYZE MEDIATION ISSUES. STATUS UPDATE TO CLIENT. LEGAL RESEARCH REGARDING RECENT GRANTING BY SUPREME COURT OF VIKING RIVER CRUISES PETITION AND PAGA WAIVER ARBITRATION ISSUE.	3.00	695	2,085.00
01/03/22	AR	MULTIPLE CORRESPONDENCE WITH	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OPPOSING COUNSEL REGARDING MEDIATION AND DISCOVERY TIMELINE; FOLLOW UP CORRESPONDENCE WITH ND.			
01/03/22	AR	RECEIVE AND REVIEW OBJECTIONS TO NOTICE OF DEPOSITION; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	475	237.50
01/20/22	AR	RECEIVE AND REVIEW DISCOVERY RESPONSES FROM OPPOSING COUNSEL; DRAFT SUMMARY.	0.80	475	380.00
01/20/22	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING MEDIATION; DRAFT FOLLOW UP CORRESPONDENCE.	0.60	475	285.00
01/24/22	AR	REVIEW CLAIMS AND PULL TEMPLATE MEDIATION DATA REQUEST; MULTIPLE CORRESPONDENCE WITH ND REGARDING THE SAME.	0.70	475	332.50
01/27/22	CL	REVIEW AND ANALYZE ARBITRATION AGREEMENT FOR PAGA ACTION WAIVER.	0.30	495	148.50
06/06/22	AR	REVIEW AND OUTLINE FILE FOR STATUS; DRAFT SUMMARY CORRESPONDENCE REGARDING MEDIATION DATA.	0.70	475	332.50
06/08/22	AR	REVIEW AND OUTLINE DOCUMENTS IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST; CREATE EXHIBIT BOOK AND HIGHLIGHT POLICIES.	2.20	475	1,045.00
06/08/22	AR	DRAFT MEDIATION DATA REQUEST; DRAFT CORRESPONDENCE WITH ND.	1.20	475	570.00
06/08/22	AR	FINALIZE AND SERVE MEDIATION DATA REQUEST.	0.40	475	190.00

TOTAL BILLED HOURS

ANDREW RONAN	11.30 hr @ 475.00	\$ 5,367.50
CHRISTINE LEVU	2.80 hr @ 495.00	\$ 1,386.00
HEATHER DROSI	0.20 hr @ 250.00	\$ 50.00
JEFF HERMAN	1.80 hr @ 550.00	\$ 990.00
NICK DEBLOUW	28.80 hr @ 695.00	\$ 20,016.00
RICO EHMANN	8.55 hr @ 475.00	\$ 4,061.25
SCOTT BLUMENTHAL	5.60 hr @ 325.00	\$ 1,820.00
VICTORIA RIVAPALACIO	1.50 hr @ 495.00	\$ 742.50

TOTAL PROFESSIONAL SERVICES

60.55

\$ 34,433.25

COSTS ADVANCED

03/16/21	PAGA FILING FEE	75.00
07/08/21	ONELEGAL/FILING FEE	460.19
08/18/21	FILING FEE/ONELEGAL FEE	12.35
08/19/21	ONELEGAL/FILING FEE	38.86
08/23/21	ONELEGAL/FILING FEE	12.35
08/31/21	MESSENGER - KNOX	107.15
11/24/21	FILING FEE FOR CMC STATEMENT.	12.35
01/21/22	MEDIATION FEE - JUDICATE WEST.	<u>6,250.00</u>

TOTAL COSTS ADVANCED

\$ 6,968.25

TOTAL CURRENT CHARGES

\$ 41,401.50

EXHIBIT #3

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/30/2022		Review and analyze Supreme Court decision Viking River Cruises. Legal research regarding the same. Analyze arbitration agreement and potential effect on mediation of PAGA representative action claims. 	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	3.20h	\$695.00	-	\$2,224.00
07/01/2022		Review and analyze data produced for mediation purposes. Analyze court docket and case file. Prepare for mediation. 	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	4.20h	\$695.00	-	\$2,919.00
07/05/2022		Review and analyze time and payroll data. Conference with expert to discuss facts and assumptions. Review meal and rest break claims and analyze wage and hour policies produced regarding the same. Conference with client to obtain facts for mediation brief. 	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	4.00h	\$695.00	-	\$2,780.00
07/11/2022		Analyze all pay stubs produced. Legal research regarding labor code 226(a) claims and regular rate claims for overtime. 	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	2.90h	\$695.00	-	\$2,015.50
07/12/2022		Draft mediation brief. Review facts and law. 	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	4.50h	\$695.00	-	\$3,127.50
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/14/2022		Draft mediation brief. Review and analyze 2802 and off the clock claims. Call with client regarding the same.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	4.80h	\$695.00	-	\$3,336.00
07/16/2022		Finalize mediation brief including all exhibits thereto.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	2.90h	\$695.00	-	\$2,015.50
07/20/2022		Legal research regarding previous PAGA settlements with similar pay periods and claims for mediation valuation.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	2.70h	\$695.00	-	\$1,876.50
07/24/2022		Review data. Draft MOU for mediation.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	1.30h	\$695.00	-	\$903.50
07/25/2022		Review expert penalty report and assumptions. Review and analyze all mediation materials. Prepare opening statement for mediator.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	3.00h	\$695.00	-	\$2,085.00
07/26/2022		Review docs, analyze re settlement issues. Advise ND.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Norm Blumenthal	2.50h	\$795.00	-	\$1,987.50
07/26/2022		Attend mediation with Mediator Kelly Knight  Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	7.50h	\$695.00	-	\$5,212.50
08/04/2022		Review mediator's proposal from	CA2370	Nicholas De	1.40h	\$695.00	-	\$973.00
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		mediator. Review and revise MOU. Send to defense counsel. Call with client to discuss MOU terms. ● Unbilled	Jefferson Healthcare, Inc.	Blouw				
08/16/2022	🕒	Send email to defense counsel regarding MOU and edits. Review MOU, ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	0.40h	\$695.00	-	\$278.00
08/19/2022	🕒	Review MOU, analyze re long form. Advise RE. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Norm Blumenthal	2.00h	\$795.00	-	\$1,590.00
08/29/2022	🕒	Review file for status of discovery responses; multiple correspondence with opposing counsel regarding motion to compel deadline. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.70h	\$475.00	-	\$332.50
09/09/2022	🕒	Conference with client to discuss final MOU. Send MOU for signature to client. Email defense counsel regarding MOU. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Nicholas De Blouw	0.60h	\$695.00	-	\$417.00
09/16/2022	🕒	review docs, analyze re final long form. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Norm Blumenthal	1.50h	\$795.00	-	\$1,192.50
09/21/2022	🕒	Draft long form PAGA settlement Agreement ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	3.50h	\$475.00	-	\$1,662.50
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/22/2022	 Unbilled	Finish draft of long form PAGA settlement agreement	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	2.00h	\$475.00	-	\$950.00
09/22/2022	 Unbilled	Draft long form individual settlement agreement	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	2.50h	\$475.00	-	\$1,187.50
09/22/2022	 Unbilled	Review & finalize PAGA and Individual settlement agreement drafts; create clean and redline; email to NB & KN for further review	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	0.80h	\$475.00	-	\$380.00
09/30/2022	 Unbilled	Review KN edits to model agreement; revise long form PAGA settlement agreement draft; forward to KN/NB for review	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	2.20h	\$475.00	-	\$1,045.00
10/03/2022	 Unbilled	Review PAGA long form for final, analyze, advise KN.	CA2370 Jefferson Healthcare, Inc.	Norm Blumenthal	1.25h	\$795.00	-	\$993.75
10/10/2022	 Unbilled	Review and outline docket and orders; draft stipulation to vacate trial dates; correspondence with opposing counsel regarding the same.	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	1.20h	\$475.00	-	\$570.00
10/11/2022	 Unbilled	Review and revise draft PAGA Agreement; email Defendant; memo to RE re revisions	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	2.00h	\$750.00	-	\$1,500.00
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/11/2022		Follow up correspondence with opposing counsel regarding stipulation and order.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.30h	\$475.00	-	\$142.50
10/12/2022		Revise, finalize, file and serve stipulation to vacate trial dates; follow up correspondence with opposing counsel.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	1.00h	\$475.00	-	\$475.00
10/21/2022		Review docket and OneLegal for status of filing of stipulation and order to vacate trial; follow up correspondence with AC regarding the same.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.50h	\$475.00	-	\$237.50
10/24/2022		Review docket and stipulation regarding trial dates.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.40h	\$475.00	-	\$190.00
10/25/2022		Review docket for status of stipulation and order; correspondence with CJ regarding the same.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.50h	\$475.00	-	\$237.50
10/26/2022		Retrieve and review order; draft summary of rejection and resulting deadlines.  Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.80h	\$475.00	-	\$380.00
10/27/2022		Discuss with Andy re: First Exchange of Experts.	CA2370 Jefferson Healthcare, Inc.	Christine LeVu	0.30h	\$495.00	-	\$148.50
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
12/06/2022	🕒	Review and outline file and orders for status; correspondence with ND regarding trial dates. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.40h	\$475.00	-	\$190.00
12/16/2022	🕒	Review and revise draft agreement; prepare final redline revisions; email to Defendant identifying final issues ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
12/28/2022	🕒	Review file and docket for status of trial; correspondence with CTL and AC regarding stipulation to vacate. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.30h	\$475.00	-	\$142.50
01/01/2023	🕒	Review file; begin drafting motion to approve PAGA settlement ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	2.50h	\$475.00	-	\$1,187.50
01/02/2023	🕒	Draft motion to approve PAGA settlement ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	3.50h	\$475.00	-	\$1,662.50
01/03/2023	🕒	Review email from RE and respond; review email from Defendant; revise Agreement for final; email Defendant re final agreement ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
01/03/2023	🕒	Finalize first draft of motion to approve PAGA settlement; review;	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		email to KN w clean and redline drafts for review ● Unbilled						
01/03/2023	🕒	Draft Proposed Order & Judgment re Motion to Approve PAGA Settlement ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
01/03/2023	🕒	Multiple correspondence with team regarding trial dates and deadlines and status of motion for approval. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	0.40h	\$475.00	-	\$190.00
01/04/2023	🕒	Review and revise motion for PAGA approval; review memo from staff; email draft motion and proposed order to Defendant ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
01/09/2023	🕒	Email to/from M. Podruski re: meet and confer re: Motion for PAGA Approval. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Christine LeVu	0.30h	\$495.00	-	\$148.50
01/09/2023	🕒	Prepare fully executed agreement; review Defendant's proposed revisions to motion; respond to Defendant outstanding issues; review emails ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
01/11/2023	🕒	Draft declaration ISO motion ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	2.00h	\$750.00	-	\$1,500.00
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/11/2023		Reiew and revise motion per Defendant comments; review billing for accuracy	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
							● Unbilled	
					88.00h		\$0.00 0.00h	\$56,773.75 88.00h

Activities Export

01/11/2023
9:30 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/14/2022	\$	Berger Consulting Group ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Chrystal Johnson	1.00	\$1,312.50	-	\$1,312.50
10/26/2022	\$	OneLegal filing fee. ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Andrew Ronan	1.00	\$33.46	-	\$33.46
01/11/2023	\$	filing fee - motion ● Unbilled	CA2370 Jefferson Healthcare, Inc.	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$1,405.96 0.00h

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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Admitted: 2006, California

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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

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)

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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic 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; Porras 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. Lifesafer 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 County, 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

March 16, 2021

CA2370

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Jefferson Healthcare, Inc.
Certified Mail #70200640000213198735
Cogency Global Inc.
1325 J. St., Suite 1550
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of 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 Jefferson Healthcare, Inc. in California and classified as non-exempt employees during the time period of March 16, 2020 until a date as determined by the Court. Our offices represent Plaintiff Sierra Heidtbrink and other Aggrieved Employees in a lawsuit against Jefferson Healthcare, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a certified nursing assistant from May of 2019 to February 4, 2021 and 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, for example, Plaintiff was paid on June 25, 2020 for regular wages earned during the pay period May 3, 2020 to May 9, 2020 (almost two months late). Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Defendant violated Section 226 by failing to identify the correct rates of pay and number of hours worked, including for the “Details Not Displayed” item of pay, which was a wage payment. Additionally, 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. Defendant also violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct legal entity that was the employer of Plaintiff and other Aggrieved Employees. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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.

EXHIBIT #6

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

SIERRA HEIDTBRINK, on behalf of the
State of California, as private attorney
general,

Plaintiff,

v.

JEFFERSON HEALTHCARE, INC., a
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: 37-2021-00029068-CU-OE-CTL

**DECLARATION OF JODEY LAWRENCE
ON BEHALF OF PHOENIX SETTLEMENT
ADMINISTRATORS**

Hearing Date: February 10, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Dept.: C-73

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8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Aggrieved Employees, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;

- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, in addition to, a separate data breach policy.

12. As part of the procedures for mailing the Notice of Settlement to Aggrieved Employees ("PAGA Notice") and Individual PAGA Payment, Phoenix will run the names of all Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses prior to the initial mailing. If a PAGA Notice and Individual PAGA Payment from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Aggrieved Employee to whom the returned PAGA Notice, and Individual PAGA Payment had been mailed using a skip trace. If Phoenix is successful in obtaining a new address, it will promptly remail the PAGA Notice and Individual PAGA Payment to the Aggrieved Employee.

13. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Aggrieved Employees.

14. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the Settlement Administration for the *Sierra Heidtbrink v. Jefferson Healthcare, Inc.*, case, Phoenix will include hard cost and hourly costs detailed below:

- Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Re-Mail and Translation costs.
- Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement

1 Review, Printing of Notice & Checks, Reconcile Uncashed Checks,
2 Conclusion Reports, Potential Tax Filing and Case Management/Maintenance.

3 16. Phoenix has prepared a detailed breakdown of its Fixed Fee (Not-to-Exceed Total)
4 required to administer the settlement in this matter. A true and correct copy of how Phoenix's Fixed
5 Fee (Not-to-Exceed Total) was calculated, and its total, is attached hereto as **Exhibit B**.

6
7 I declare under penalty of perjury under the laws of the United States and California the
8 foregoing is true and correct. Executed on January 4, 2023 at Orange, California.

9
10 
11 Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	275
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	275
Subtotal Admin Only	\$3,500.00

Not-to-Exceed Total \$3,500.00

For 275 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

December 14, 2022

Case: Jefferson healthcare PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kyle Nordrehaug

Firm: Blumenthal Nordrehaug Bhowmik De Blouw LLP

Contact Number: (858) 367-9913

Email: kyle@bamlawca.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 275 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	1	\$125.00
Programming Database & Setup	\$125.00	1	\$125.00
Toll Free Setup*	\$27.71	1	\$27.71
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$40.00	1	\$40.00
Total			\$343.71

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	275	\$68.75
Notice and Check Packet	\$1.75	275	\$481.25
Estimated Postage (up to 1 oz.)*	\$0.61	275	\$167.75
Total			\$967.75

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$2.00	41	\$82.50
Remail Notice Packets	\$2.00	41	\$82.50
Estimated Postage	\$0.61	41	\$25.16
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$340.16

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$85.00	1	\$85.00
Total			\$210.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Total			\$640.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	52	\$78.38
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$275.00	1	\$275.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$85.00	1	\$85.00
Estimated <u>7</u> Total Class Members			
Total			\$998.38

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$3,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT #7

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Christine T. LeVu (State Bar #288271)

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Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

SIERRA HEIDTBRINK, on behalf of the State
of California, as private attorney general,

Plaintiff,

v.

JEFFERSON HEALTHCARE, INC., a
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. 37-2021-00029068-CU-OE-CTL

PROOF OF SERVICE

Action Filed: July 07, 2021

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On January 11, 2023, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION**
2. **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT**
3. **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

CALL & JENSEN
A Professional Corporation
Julie R. Trotter, Bar No. 209675
Morgan E. Podruski, Bar No. 303822
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Email: jtrotter@calljensen.com
Email: mpodruski@calljensen.com

Denise Reigel, assistant to Julie Trotter
Email: dreigel@calljensen.com
Connie Valles, assistant to Morgan Podruski
Email: cvalles@calljensen.com

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 11, 2023, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug