

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com

Attorneys for Plaintiffs and the Class

*ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE

ANDREA BRAZELL and NICHOLE
SMITH, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

OROVILLE HOSPITAL, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV00573

*Assigned for All Purposes to Honorable Hon.
Tamara L. Mosbarger in Department 1*

**DECLARATION OF EDWARD W. CHOI IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 19, 2025
Time: 9:00 a.m.
Dept.: 1

ADDITIONAL COUNSEL FOR PLAINTIFFS

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
dhyun@hyunlegal.com

Attorneys for Plaintiffs and the Class

1 I, Edward W. Choi, declare as follows:

2 1. I am an individual over the age of 18. I am one of the attorneys of record for
3 Plaintiffs Andrea Brazell, Nichole Smith, and Susana Carrillo (collectively, “Plaintiffs”). I have
4 personal knowledge of the facts set forth below and if called to testify I could and would do so
5 competently.

6 2. On March 11, 2021, Plaintiff Andrea Brazell (“Brazell”) filed a Class Action
7 Complaint against Defendant Oroville Hospital (“Defendant”) alleging (1) Violation of Labor
8 Code § 226; (2) Violation of Labor Code §§ 201-203, 226.7 and 512; and (3) Violation of
9 Business and Professions Code § 17200, *et seq.*

10 3. On April 21, 2021, Brazell filed a First Amended Class Action Complaint adding
11 a cause of action for violation of the Private Attorneys General Act (the “PAGA”) Labor Code §
12 2698, *et seq.*

13 4. On July 15, 2021, *with leave of court*, a Second Amended Class Action
14 Complaint was filed adding Nichole Smith (“Smith”) as an additional Plaintiff and adding
15 causes of action for: (1) Violation of Labor Code § 2802 for unpaid business expenses; and (2)
16 Violation of 201-204, 510, 558, 1174, 1194, 1198, 1199 and wage order No. 5-2001 for failure
17 to pay reporting time wages.

18 5. On October 13, 2022, *with leave of court*, a Third Amended Class Action
19 Complaint was filed adding Susana Carrillo (“Carrillo”) as an additional Plaintiff and adding
20 causes of action for (1) Violation of Labor Code §§ 201-204, 226, 510, 1194, 1197, and 1197.1
21 for failing to pay for all minimum and overtime wages related to off the clock work to undergo
22 temperature checks and complete COVID-19 questionnaires; and (2) Violation of Labor Code
23 §§ 201-204, 510, 558, 1194, 1197 and 1197.1 for failing to pay proper regular rate wages
24 (“Operative Complaint”). In the Operative Complaint, Plaintiffs allege that Defendant failed to:
25 pay all reporting time, minimum, regular and overtime wages; provide meal periods; reimburse
26 employees for business related expenses; provide compliant wage statements; pay all wages due
27 at separation.

1 6. Since the filing of the case, the Parties engaged in formal discovery, including
2 written discovery and the deposition of Defendant's person most knowledgeable. Plaintiffs also
3 engaged in an extensive meet and confer process and filed motions to compel further responses
4 that was partially granted. Further, Plaintiffs issued *Belaire West* notices to putative class
5 members and obtained their contact information.

6 7. Plaintiffs also received formal and informal discovery including the production
7 of data necessary for Plaintiffs to calculate the potential exposure for this matter. Plaintiffs
8 received documentation concerning the claims set forth in the Litigation, such as Defendant's
9 policies and procedures regarding the payment of wages, the provision of meal breaks, time
10 keeping policies, including recording hours, issuance of wage statements, and providing all
11 wages at separation, as well as information regarding the number of putative class members and
12 the mix of current versus former employees, the average number of hours worked, the wage
13 rates in effect, and length of employment for the average putative class member. Plaintiffs also
14 received also obtained putative class members' time and payroll records. Plaintiffs engaged the
15 services of an expert witness to conduct an exposure analysis.

16 8. On November 20, 2023, the Parties engaged in mediation with well-respected
17 mediator Steven G. Serratore, Esq. The mediation did not result in settlement.

18 9. After the mediation, Plaintiffs received additional data to conduct an analysis of
19 Defendant's financial condition and retained an expert witness to do the same. Thereafter, the
20 Parties continued to engage in settlement negotiations spanning months of arms' length
21 negotiations with Mr. Serratore's help and involvement, ultimately resulting in this settlement.

22 10. The terms of the settlement provide that Defendant shall pay the Settlement
23 Amount of Three Million Two Hundred Fifty Thousand Dollars and zero cents (\$3,250,000.00)
24 which will be distributed to the class on a **non-reversionary** basis without the need to submit
25 claim forms. Attorney's fees of up to thirty five percent (35%) of the Settlement Amount
26 (estimated at \$1,137,500.00) will be paid to Class Counsel, along with costs of up to
27 \$40,000.00. Plaintiffs will seek Class Representative Enhancement Payments up to \$10,000.00
28 each for a total of \$30,000.00. The Settlement Administrator will be paid an estimated amount

1 of \$31,000.00 for costs of administering this settlement. After deduction of the foregoing, the
2 remainder will be distributed to Class Members who do not opt-out of the Settlement
3 Agreement based on the number of Pay Periods a Class Member worked during the Class
4 Period.

5 11. There are approximately a total of 5,000 class members that are included in this
6 settlement. On a pure raw average, each class member will receive approximately \$382.30 from
7 the Net Settlement Amount.

8 12. Although Plaintiffs believe that a class can be certified, Plaintiffs also believe in
9 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs
10 in not prevailing on one or more of the causes of action or theories alleged in the Operative
11 Complaint, the possibility of non-certification, adverse disposition, and potential for appeals by
12 one or both sides. After taking into account sharply disputed factual and legal issues involved
13 in this litigation, the risks attending further prosecution, and the substantial benefits to be
14 received pursuant to the compromise and settlement of the litigation, Plaintiffs counsel have
15 concluded that settlement on the terms hereinafter set forth is appropriate and in the best
16 interests of the Parties and that this settlement is fair and reasonable.

17 **ATTORNEY EXPERIENCE**

18 13. I am one of the primary attorneys on this matter. My qualifications are as
19 follows: I received my *Juris Doctorate* degree from UCLA Law School in 2000. Upon
20 graduation, I joined the law firm of Lee & Associates in Los Angeles, California as an associate.
21 I started my own practice in October 2004.

22 14. During the course of my practice, I have primarily represented consumers and
23 obtained millions of dollars in recovery for my clients. I have handled numerous wage and hour
24 cases during my career. Since 2009, I have been certified as class counsel and granted final
25 approval in *Choi, et al. v. Midway International Inc., et al.* LASC Case No. BC394495; *Lee v.*
26 *The Men's Wearhouse, Inc., et al.* Alameda Superior Court Case No. RG09461973; *Garcia, et*
27 *al. v. RGIS, LLC, et al.* LASC Case No. BC 425624; *Choi v. Mazda, et al.* LASC Case No. BC
28 391638; *Cabrera v. Frazee, et al.* LASC Case No. BC 440309; *Vo, et al. v. The Party Staff, et*

1 *al. OCSC Case No. 30-2011-00444836-CU-OE-CXC; Oh, et al. v. Best Coach Technologies,*
2 *Inc., et al. LASC Case No. BC 462848; Rawley v. Freedom Mortgage, Inc. Orange County*
3 *Superior Court Case No. 30-2014-00724164-CU-OE-CXC; Mendez v. Stevenson Restaurant,*
4 *Inc. LASC Case No. BC536766; Castro v. Continental Airlines, USDC Central District Case*
5 *No. 2:14-CV-00169-SVW-AGR; Barreras v. Michaels Stores, Inc. USDC – Northern District*
6 *Case No. C12-04474 PJH, Dynabursky v. AlliedBarton Security Services, LP, et al., SACV 12-*
7 *02210 JST (RNBx), Brown v. CVS Caremark, et al. United States District Court, Central*
8 *District, Case No.: 2:15-cv-07631-JFW-PJW; Castillo v. Sheraton Operating Corporation,*
9 *United States District Court, Central District of California Case No. 2:17-cv-07091-FMO-AS*
10 *and Zepeda v. Ulta Salon, Cosmetics & Fragrance, Inc. United States District Court, Eastern*
11 *District of CA, Case No. 1:18-cv-00750-DAD.*

12 15. On February 21, 2025, my office uploaded a copy of this Motion, Settlement
13 Agreement and Proposed Order to the LWDA. Attached hereto as Exhibit A is a true and
14 correct copy of the confirmation email.

15
16 I declare under penalty of perjury that the foregoing is true and correct. Executed
17 on February 21, 2025, at Los Angeles, California.

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20 Edward W. Choi
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EXHIBIT A