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Attorneys for Plaintiffs and Aggrieved Employees

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRISTINA ABDELMALAK and PAZ
SALVADOR, on behalf of all Aggrieved
Employees and the State of California;

Plaintiff,

vs.

PRIME HEALTHCARE ANAHEIM, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2127232

*[Assigned to Hon. Joseph Ortiz, Dept S17 for
all purposes]*

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Hearing

Date: January 7, 2026

Time: 1:30 p.m.

Dept.: S17

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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16 Attorneys for Plaintiffs and Aggrieved Employees

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR APPROVAL OF SETTLEMENT**
3 **UNDER PRIVATE ATTORNEYS GENERAL ACT**

4 I, Kyle Nordrehaug, declare:

5 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP ("BNBD"), counsel for Plaintiff Paz Salvador. As such, I am fully familiar with the facts,
7 pleadings and history of this matter. The following facts are within my own personal knowledge,
8 and if called as a witness, I could testify competently to the matters stated herein.

9 2. This declaration is being submitted in support of the Motion for an Order granting
10 approval of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*
11 ("PAGA") representative action settlement. The settlement reached between Plaintiffs Christina
12 Abdelmalak and Paz Salvador (collectively, "Plaintiffs"), on the one hand, and Defendant Prime
13 Healthcare Anaheim, LLC ("Defendant"), on the other hand, is set forth in the Joint Stipulation
14 of PAGA Settlement and Release of Claims (the "Settlement Agreement" or "S.A."), attached as
15 Exhibit A to the Declaration of Brian J. Mankin.
16

17
18 Experience of BNBD

19 3. I have represented hundreds of thousands of employees in hundreds of legal
20 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
21 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of
22 wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug
23 Bhowmik De Blouw LLP have been appointed class counsel in contested motions for class
24 certification including many consolidated wage and hour matters.

25 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP is also very experienced in
26 representative PAGA actions, having litigated and resolved hundreds of such PAGA claims.
27 Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and
28 argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803

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

15
16 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
17 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
18 Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount
19 of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No.
20 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*,
21 U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of
22 \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv)
23 Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*,
24 Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v)
25 Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior
26 Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman
27 Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court
28 of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service

1 International in the amount of \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*,
2 Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy
3 Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for
4 the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000
5 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No.
6 CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
7 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
8 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of
9 Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000
10 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
11 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
12 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the
13 amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles,
14 Case No. 21STCV21110); (x) Gurnick Academy of Medical Arts in the amount of \$545,000
15 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case
16 No. 22-CIV-01185); and, (xi) *Gonzalez v. Lancaster Hospital Corporation* (Los Angeles
17 Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating
18 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
19 settlement and the PAGA Payment here is greater on a per pay period basis than similar
20 settlements that my firm has previously negotiated, and which courts have approved.

21
22 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
23 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP
24 was "qualified counsel with extensive experience in class action litigation." *McPhail v. First*
25 *Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other
26 contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De
27 Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court
28 include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v.*

1 *Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS
2 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016
3 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-
4 BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*,
5 U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17,
6 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1,
7 2017). Some examples of heavily contested State Court wage and hour class actions where class
8 certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity*
9 *Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
10 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897
11 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case
12 No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County
13 Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's*
14 *Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018);
15 *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016);
16 *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016);
17 *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11,
18 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-
19 00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-
20 CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-
21 00231219 (Nov. 23, 2009).

23 (d) Over the course of the litigation, a number of attorneys in my firm have
24 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
25 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1.
26 Some of the major cases our firm has undertaken are also set forth in Exhibit #1. The attorneys
27 involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive
28 representative and class litigation experience, much of it in the area of consumer class actions,

1 employment class actions, securities litigation, unfair business practices and other complex
2 litigation. The attorneys at my firm have extensive experience in cases involving labor code
3 violations and overtime claims. Class Counsel has litigated similar wage and hour cases against
4 other employers on behalf of employees, including cases against Sharp Healthcare, Walmart,
5 Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,
6 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart,
7 Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California
8 State Automobile Association. It is this level of experience which enabled the firm to undertake
9 the instant matter and to successfully combat the resources of the defendants and their capable
10 and experienced counsel. On account of the concerted and dedicated effort this case required in
11 order to properly handle and prosecute, Class Counsel were precluded from taking other cases,
12 and in fact, had to turn away other potential fee generating cases.

13
14
15 The Settlement Is Fair, Reasonable and Adequate:

16 4. On November 10, 2021, Plaintiff Salvador filed with the LWDA and served on
17 Defendants a notice under Labor Code section 2699.3, stating that Plaintiff Gama intended to
18 serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for
19 alleged Labor Code violations (the "Salvador PAGA Notice"). A true and correct copy of the
20 Salvador PAGA Notice is attached hereto as Exhibit #2. The Salvador PAGA Notice alleged
21 violations of California Labor Code §§ 201, 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7,
22 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
23 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title
24 8, Section 11070(14) (Failure to Provide Seating), and the applicable Industrial Welfare
25 Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Salvador as an
26 exhibit to the Salvador PAGA Notice. The LWDA elected not to investigate the alleged
27 violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff
28 Salvador was "deputized" to proceed with a civil lawsuit for civil penalties on behalf of himself,

1 the LWDA, and other allegedly “aggrieved employees.”

2 5. On March 22, 2022, Plaintiff Salvador filed a PAGA representative action in the
3 Superior Court of California for the County of Orange, Case Number 30-2022-01251761-CU-
4 OE-CXC (the “*Salvador* Action”) seeking civil penalties on behalf of himself and Aggrieved
5 Employees against Defendant under PAGA alleged in the Salvador PAGA Notice.

6 6. As part of the Settlement Agreement, the Plaintiffs filed the operative First
7 Amended Complaint on December 2, 2025, adding Paz Salvador as a Plaintiff and PAGA
8 Representative.

9 7. On May 27, 2025, the Parties participated in an all-day mediation presided over
10 by the Marc Feder, an experienced mediator. At the mediation, the Parties engaged in intensive
11 settlement discussions, debated their respective positions, and exchanged views regarding the
12 strengths and weaknesses of the alleged claims and defenses. Following a full day of arms’
13 length settlement discussions, and with the help of the mediator, the Parties were able to reach
14 an agreement to resolve the Action. The Parties thereafter negotiated and finalized the terms in
15 the Settlement Agreement.

16 10. In this case, the Settlement reached in the total non-reversionary amount of
17 \$1,835,000.00 as the Settlement Amount is the product of substantial effort by the Parties and
18 counsel should be approved as fair, reasonable and adequate. The Settlement was the result of
19 arms-length negotiations during mediation and extensive follow up thereafter between
20 experienced counsel. The Settlement was only reached after factual and legal investigation and
21 research, careful evaluation of the respective parties' strengths and weaknesses, and diligent
22 negotiation efforts. The settlement is a negotiated compromise which took into account risks
23 related to liability, damages, and all the defenses asserted by Defendant. I believe in the fairness
24 of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in
25 not prevailing on the PAGA claim or the theories alleged and potential for appeals. Based on the
26 foregoing data and our own independent investigation and evaluation, I am of the opinion that
27 the settlement with the Defendant for the consideration and on the terms set forth in the
28

1 Settlement is fair, reasonable, and adequate in light of all known facts and circumstances,
2 including the risk of significant delay, the defenses asserted by Defendant, and numerous
3 potential appellate issues.

4 11. Plaintiffs' Counsel seek approval of attorneys' fees from the PAGA settlement in
5 the amount of \$611,666.66 representing one-third of the \$1,835,000.00 Settlement Amount. The
6 payment of attorneys' fees and costs to Plaintiffs' Counsel under the Settlement Agreement is
7 supported by several factors. First, the requested fees are justified by the result achieved.
8 Plaintiffs' Counsel negotiated a recovery of \$1,835,000.00, and this result justifies the requested
9 fees equal to one third of this recovery. This percentage is within the standard contingent
10 recovery percentage of one-third, and this percentage is what was expressly approved by the
11 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
12 award is justified by the work performed and contributions to the case. Third, the consideration
13 of the enhancement factors justifies the enhancement of the lodestar. Courts multiply the
14 lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of
15 work, and the novelty and difficulty of the issues involved.

16
17 12. **Lodestar.** As detailed in the accompanying billing statements, true and correct
18 copies of which is attached hereto as Exhibits #3 and 4, the current lodestar for my firm in this
19 court matter as of November 24, 2025 is **\$105,539.00** for more than 147 hours of work
20 prosecuting the claims being resolved by the Settlement Agreement. The billing statements
21 attached hereto as Exhibits #3 and 4 detail the tasks performed and also itemize the hours worked
22 by each attorney. Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs
23 in June 2022, so Exhibit #3 [lodestar of \$72,332.50] consists of a billing statement from
24 Tussman which covers work from inception to June 2022, and Exhibit #4 [lodestar of
25 \$33,202.50] is the second billing statement from Clio which covers work from June 2022 to the
26 present.

27 13. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
28 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450

1 to \$750, Paralegals are \$250. My firm's hourly rates are based upon the Laffey Matrix with the
2 appropriate 2% increase adjustment for Southern California. A true and correct copy of the
3 current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
4 by Court's throughout California, including the Courts in the Superior Court of California. In
5 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's
6 "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
7 community'—the Central District of California". Finally, the reasonableness of Class Counsel's
8 hourly rates is further confirmed by comparing such rates with the rates of comparable counsel
9 practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
10 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563
11 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
12 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within
13 21 other firms practicing in the Southern District of California.) This survey is useful to show
14 that Class Counsel's rates are in line with the comparable rates of the defense counsel that
15 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in
16 cases currently being prosecuted by Class Counsel. In another example from several years ago,
17 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by
18 Class Counsel (one of the most frequent opposing counsel), charged rates as high as \$875 for
19 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
20 types of cases, in years past historically charged between \$900 and \$750 for partners and \$755
21 and \$335 for associates. Thus, the rates charged by my firm for comparable work are less than
22 these examples and are therefore undoubtedly reasonable.

24 14. **Expenses.** The litigation expenses incurred by my firm in the amount of
25 \$10,151.23 were all reasonably necessary to the litigation of the claims resolved by this
26 settlement and are detailed in Exhibits #3 and 4 attached hereto. Blumenthal Nordrehaug
27 Bhowmik De Blouw LLP switched billing programs in June 2022, so Exhibit #3 [expenses of
28 \$1,567.52] consists of a billing statement from Tussman which covers expenses from inception

1 to June 2022, and Exhibit #4 [expenses of \$8,583.71] is the second billing statement from Clio
2 which covers expenses from June 2022 to the present. The expenses by my firm include filing
3 fees, attorney service e-filing and e-service charges (Knox and One Legal), federal express
4 charges, mediation expenses, and expert expenses (Berger). These are the types of charges
5 normally billed by my firm and were reasonably incurred in the prosecutions of the PAGA claim
6 resolved by the Settlement Agreement.

7
8 I declare under the penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 3rd day of December, 2025, at San Diego,
10 California.

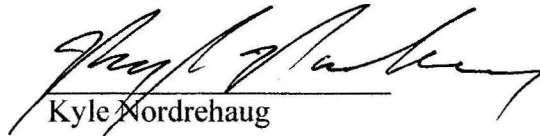
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13 Kyle Nordrehaug
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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Tel: (858) 551-1223

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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.,

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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. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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

November 10, 2021
CA2427

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Prime Healthcare Anaheim, LLC
Certified Mail #70211970000003066484
Cogency Global Inc.
1325 J Street, 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, 227.3, 246 *et seq.*, 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 Prime Healthcare Anaheim, LLC in California and classified as non-exempt employees during the time period of November 10, 2020 until a date as determined by the Court. Our offices represent Plaintiff Paz Salvador (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Prime Healthcare Anaheim, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Registered Nurse from 1980 to June of 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. 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, 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 correct 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 in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendant 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 failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 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 #3

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

NOVEMBER 24, 2025

PAZ SALVADOR

RE: PRIMEHEALTHCARE
FILE NUMBER: CA2427.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/17/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT AGAINST DEFENDANT. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA. REVIEW FACTS AND CLAIMS. DISCUSS WITH PLAINTIFF.	3.70	850	3,145.00
10/23/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW PAY STUBS FOR WAGE AND HOUR VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. OBTAIN BACKGROUND FACTS FOR COMPLAINT.	4.00	850	3,400.00
10/26/21	JH	REVIEW/ANALYZE DOCS IN FILE	0.50	750	375.00
10/28/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT. LEGAL RESEARCH.	3.90	850	3,315.00
10/30/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS. LEGAL RESEARCH REGARDING ENFORCEABILITY AND PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY. REVIEW AND RESEARCH PREVIOUS COURT OPINIONS.	3.80	850	3,230.00
10/31/21	ND	REVIEW AND REVISE DRAFT	2.90	850	2,465.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT. RESEARCH CLAIMS.			
11/03/21	ND	REVIEW FACTS AND LAW. DRAFT INTERNAL CASE NOTES MEMO DETAILING SPECIFIC VIOLATIONS.	2.00	850	1,700.00
11/09/21	ND	REVIEW AND RESEARCH PAGA CLAIMS AND PENALTIES. DRAFT PAGA NOTICE. REVIEW ARB AGREEMENT.	1.90	850	1,615.00
12/29/21	JH	REVIEW/ANALYZE DEFENDANT'S 1198.5 DOCS AND PLAINTIFF'S DOCS; CREATE EXHIBIT BOOK	2.60	750	1,950.00
03/07/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE ADVISE ND	2.40	450	1,080.00
03/15/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
03/18/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.40	675	270.00
03/18/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	1.75	675	1,181.25
03/22/22	RE	REVIEW, EDIT & FINALIZE PAGA ONLY COMPLAINT DRAFT FOR NEXT DAY FILING	1.80	675	1,215.00
03/23/22	RE	CONFER W ND RE DRAFT COMPLAINT; EDIT COMPLAINT; FINALIZE DRAFT.	0.40	675	270.00
03/23/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
03/24/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.75	675	506.25
03/24/22	JH	REVIEW FILE DOCS FURTHER; UPDATE CASE NOTES ACCORDINGLY	1.00	750	750.00
03/28/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE			
03/28/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
05/16/22	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE OF PROCESS VIA KNOX	0.70	675	472.50
05/18/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/20/22	JH	DRAFT, REVIEW AND REVISE FIRST SET OF WRITTEN DISCOVERY REQUESTS TO DEFENDANT	2.50	750	1,875.00
05/23/22	JH	REVISE AND FINALIZE DRAFT DISCOVERY REQUESTS TO DEFENDANT	0.50	750	375.00
05/31/22	JH	REVIEW AND RESPOND TO EMAIL FROM DEFESNE COUNSEL; DISCUSS WITH AJB	0.30	750	225.00
06/02/22	JH	READ NEW AUTHORITY IN SHAW V. SUP. CT RE EXCLUSIVE CONCURRENT JX; RREPARE FOR AND ATTEND CALL WITH DEFENSE COUNSEL RE DEFENDANT'S ANTICIPATED DEMURRER; ADVISE TEAM	1.60	750	1,200.00
06/07/22	JH	F/U CORRESPONDENCE WITH DEFENSE COUNSEL RE SPECIAL DEMURRER AND DISCOVERY	0.30	750	225.00

TOTAL BILLED HOURS

JEFF HERMAN	9.30 hr @ 750.00	\$ 6,975.00
NICK DEBLOUW	22.20 hr @ 850.00	\$ 18,870.00
RICO EHMANN	7.70 hr @ 675.00	\$ 5,197.50
SCOTT BLUMENTHAL	4.80 hr @ 450.00	\$ 2,160.00

TOTAL PROFESSIONAL SERVICES

44.00

\$ 33,202.50

COSTS ADVANCED

11/10/21	PAGA FILING FEE	75.00
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03/28/22	FILING/ONE LEGAL FEE	<u>1,492.52</u>
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TOTAL COSTS ADVANCED

\$ 1,567.52

TOTAL CURRENT CHARGES

\$ 34,770.02

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 11/24/2025
Due On: 12/24/2025

Paz Salvador
20431 Via Navarra
Yorba Linda, CA 92886

CA2427

Prime Healthcare Anaheim, LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
JH	06/21/2022	Review and Analyze: Begin review and analysis of Defendant's demurrer; research re opp	1.50	\$750.00	\$1,125.00
JH	07/12/2022	Draft: Begin researching for and drafting demurrer opposition	2.00	\$750.00	\$1,500.00
JH	07/14/2022	Draft: Continue researching for Demurrer opp; continue and finish first draft of Demurrer Opp	4.50	\$750.00	\$3,375.00
JH	07/15/2022	Correspondence with Opposing Counsel: Prepare for and attend meet and confer call with defense counsel; advise team; review arb agreement; discuss with KN	1.00	\$750.00	\$750.00
JH	07/15/2022	Draft: Substantively revise Demurrer Opp	1.50	\$750.00	\$1,125.00
KN	07/15/2022	Analysis of arbitration issues and Viking River application to this case; advise staff	0.75	\$950.00	\$712.50
JH	07/18/2022	Draft: Draft RJN in opp to demurrer; coordinate exhibits; further revise, finalize and prepare for filing all Demurrer opp papers	1.50	\$750.00	\$1,125.00
JH	07/19/2022	Draft: Research; review file; draft joint report; circulate to defendant	1.50	\$750.00	\$1,125.00
KN	07/19/2022	analysis of arbitration issues; review emails; advise JH	0.50	\$950.00	\$475.00

JH	07/20/2022	Review and Revise: Review Defendant's revisions to joint report; further revise and re-circulate to Defendant for review; finalize and execute/prepare for filing	1.50	\$750.00	\$1,125.00
JH	07/25/2022	Review and Analyze: Review/analyze Defendant's Demurrer reply	1.50	\$750.00	\$1,125.00
JH	07/27/2022	Review and Analyze: Review/analyze Tentative ruling on Demurrer; discuss with NBB and KN	1.00	\$750.00	\$750.00
JH	07/28/2022	Prepare and appear for CMC; advise team	1.50	\$750.00	\$1,125.00
JH	08/01/2022	Call with opposing counsel advise team	0.50	\$750.00	\$375.00
JH	08/03/2022	correspondence with counsel in related matter; discuss with AJB	0.40	\$750.00	\$300.00
JH	08/04/2022	Review and revise draft JPA; circulate	0.40	\$750.00	\$300.00
JH	08/10/2022	Correspondence with co-counsel; discuss with AJB	0.40	\$750.00	\$300.00
SP	10/03/2022	Reviewed case file and calendar in anticipation of upcoming status conference statement.	0.20	\$675.00	\$135.00
JH	10/11/2022	Advise SP re joint report	0.40	\$750.00	\$300.00
SP	10/12/2022	Reviewed correspondence, case file, docket and orders. Met and conferred with Defendant. Reviewed and revised Joint Status Conference Statement. Finalized and arranged for filing.	2.10	\$675.00	\$1,417.50
JH	01/04/2023	Review Court order; circulate and advise team	0.40	\$750.00	\$300.00
JH	03/27/2023	Call with counsel in related matter; review file and prior court ruling; revise joint status report prepared by Defendant; circulate to Defendant for review	1.00	\$750.00	\$750.00
JH	03/28/2023	Review/analyze Defendant's revisions to joint statement; research re Gregg v. Uber decision cited by Defendant; further revise statement and circulate to Defendant	0.60	\$750.00	\$450.00
SP	04/13/2023	Reviewed docket and case file. Drafted and finalized Status Conference Statement. Arranged for service and filing of Status Conference Statement.	1.30	\$675.00	\$877.50
JH	04/20/2023	Discuss with SP re status conference and OSC	0.40	\$750.00	\$300.00
SP	04/20/2023	Prepared and appeared for Status Conference. Reviewed Arbitration Agreement. Drafted ruling and updated case order folder.	1.90	\$675.00	\$1,282.50
JH	05/24/2023	Review correspondence from defense counsel re MTC arb; discuss with SP and advise	0.40	\$750.00	\$300.00

SP	05/24/2023	Reviewed case file, orders, pleadings and docket. Discussed with JSH and KN. Met and conferred with Counsel for Defendant. Drafted proposed Joint statement.	2.20	\$675.00	\$1,485.00
JH	05/25/2023	Review/revise joint report; advise team	0.40	\$750.00	\$300.00
SP	06/01/2023	Reviewed SC Statement, documents, case notes and correspondence. Prepared and appeared for Status Conference. Updated case file.	1.30	\$675.00	\$877.50
SP	08/24/2023	Reviewed and revised Amended Joint Status report. Arranged for filing.	0.80	\$675.00	\$540.00
SP	08/28/2023	Prepared and appeared for Status Conference. Drafted update and updated case file.	1.80	\$675.00	\$1,215.00
TM	09/29/2023	Review and Analyze: Reviewed and analyzed Defendant's Motion to Compel Arbitration, including supporting Declarations, Request for Judicial Notice, and Proposed Order.	1.60	\$450.00	\$720.00
JH	10/25/2023	Further review/analyze Defendants MTC arb and arb agreement; discuss with KN; advise SP	1.00	\$750.00	\$750.00
KN	10/25/2023	Analysis of arbitration issues and review arbitration agreement and Defendant's motion; advise JH	0.75	\$950.00	\$712.50
SP	10/25/2023	Reviewed arbitration agreement, correspondence with team re Arbitration. Drafted and reviewed Stipulation to Arbitrate individual claims and stay representative action. Discussed with JSH. Revised, finalized and sent stipulation to Counsel.	2.70	\$675.00	\$1,822.50
JH	10/27/2023	Review Defendant's revisions to stip to stay pending arbitration; further revise and discuss with AJB; circulate to Defendant for review	0.70	\$750.00	\$525.00
JH	11/01/2023	Discuss Stip with SP; research for MTC Arb Opp; discuss with KN; advise SP	2.00	\$750.00	\$1,500.00
KN	11/01/2023	Legal research ; memo to JH	0.50	\$950.00	\$475.00
HD	11/01/2023	Prepare shells for Plaintiff's Opposition to Defendant's Motion to Compel Arbitration including Obj to RFJN and Declaration. Research and obtain Opposition to Defendant's Motion to Compel in the Related matter.	1.00	\$250.00	\$250.00
SP	11/01/2023	Reviewed stipulation tp Arb, arbitration agreement, legal research. Discuss with JSH.	0.90	\$675.00	\$607.50
KN	11/02/2023	Review emails; analysis of arbitration issue and stip; advise JH	0.50	\$950.00	\$475.00
JH	11/02/2023	Multiple correspondence with defendant re MTC Arbitration; research and respond accordingly;	1.00	\$750.00	\$750.00

		discuss with KN			
JH	11/02/2023	Review/revise Defendant's MTC arb opp.	1.00	\$750.00	\$750.00
SP	11/02/2023	Reviewed correspondence and meet and confer efforts with Counsel. Discussed with JSH and KRN. Drafted Opposition to Defendant's Motion to Compel Arbitration and Declaration ISO thereof. Sent to JSH for revisions. Further revised Motion and declaration and sent to KRN for review.	4.90	\$675.00	\$3,307.50
KN	11/03/2023	legal research; review and revise draft opposition; analysis of issues; advise JH	1.50	\$950.00	\$1,425.00
HD	11/03/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Opposition to Defendant's Motion to Compel Individual Arbitration and Dismiss or in the Alternative Stay Action; Declaration in Support and Objection to Defendant's RFJN to court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
SP	11/03/2023	Reviewed, revised and finalized Opposition to Motion to Compel Arbitration and Corresponding Declaration. Drafted and sent Objection to Defendant's RJN to JSH for review. Further Reviewed, revised and finalized RJN. Arranged for filing and service of Opposition, Declaration and Opp of RJN.	2.90	\$675.00	\$1,957.50
JH	11/16/2023	Review/analyze tentative ruling; circulate to team; discuss with KN: call clerk re submission on tentative; and correspondence with defense counsel re same	0.70	\$750.00	\$525.00
KN	11/16/2023	Review tentative and analysis of issues and ruling; conf with JH	0.50	\$950.00	\$475.00
JH	11/17/2023	Review final order on MTC Arb; circulate and advise team	0.30	\$750.00	\$225.00
TM	11/17/2023	Reviewed Court's order vacating status conference.	0.20	\$450.00	\$90.00
JH	11/27/2023	Review file; prepare for and attend strategy call with co-counsel; update case notes	1.00	\$750.00	\$750.00
CJ	06/17/2024	Evaluate case and coordinate with Team A re same	0.25	\$550.00	\$137.50
SP	08/02/2024	Reveiwed case notes, communications, calendar, orders and Status Reports. Drafted, revised, reviewed and sent	1.30	\$675.00	\$877.50
SP	08/02/2024	Reveiwed case notes, correspondence, orders, docket and pleadings in civil case. Reviewed orders, and pleadings in Arb case. Drafted, revised and sent Joint ADR Status Report to Opp.	1.30	\$675.00	\$877.50

Counsel.					
SP	08/05/2024	Finalized Joint Status Report, discussed with team and arranged for service and filing.	0.70	\$675.00	\$472.50
GG	08/06/2024	File and serve CMC stmt.	0.50	\$250.00	\$125.00
TM	08/08/2024	Reviewed Court's order continuing Status Conference.	0.20	\$450.00	\$90.00
JH	08/09/2024	Corresp. with co-counsel re potential mediation and assess proposed mediators; discuss with AJB	0.40	\$750.00	\$300.00
JH	08/27/2024	Corresp. w co-counsel and defense counsel re potential mediation	0.30	\$750.00	\$225.00
SP	09/10/2024	Reviewed calendar, case notes, pleadings and reps folder. Called and sent client correspondence re: discussion of case facts.	0.30	\$675.00	\$202.50
SP	09/12/2024	Reveiwed documents, case notes and pleadings. Conducted case notes intake with client. Sent follow up email to Client.	1.90	\$675.00	\$1,282.50
JH	09/13/2024	Review/revise draft MDR letter; advise SP	0.30	\$750.00	\$225.00
SP	09/13/2024	Reviewed correspondence, JPA, documents case notes and pleadings. Drafted Mediation Data Request and sent to AJB for approval. Revised and sent to OPC for approval.	1.40	\$675.00	\$945.00
SP	12/02/2024	Reviewed correspondence from Mediator. Provided service list and case caption to Mediator.	0.50	\$675.00	\$337.50
JH	03/03/2025	Corresp w defense counsel re mediation doc/data production	0.30	\$750.00	\$225.00
JH	04/24/2025	Review mediation numbers and documents/data sent from Defendant; circulate and advise team	1.20	\$750.00	\$900.00
JH	05/08/2025	Corresp w co-counsel re division of labor on mediation brief and re expert analysis; discuss with SP	0.30	\$750.00	\$225.00
JH	05/13/2025	F/u discussion with AJB and TM re mediation and mediation brief; discuss with defense counsel re same	0.30	\$750.00	\$225.00
TM	05/13/2025	Discussed status of mediation brief with team; email to and from co-counsel re mediation.	0.60	\$450.00	\$270.00
TM	05/15/2025	Email from expert re mediation analysis; reviewed and analyzed expert's mediation analysis; advised team.	0.80	\$450.00	\$360.00
JH	05/15/2025	Review expert analysis; advise TM; review draft	1.50	\$750.00	\$1,125.00

mediation brief prepared by co-counsel					
JH	05/19/2025	Review/revise draft mediation brief; discuss with AJB	0.50	\$750.00	\$375.00
JH	05/23/2025	Review finalized mediation brief	0.60	\$750.00	\$450.00
SB	05/23/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
JH	05/27/2025	Review docs in file and advise AJB to assist in mediation issues presented	1.40	\$750.00	\$1,050.00
SP	05/27/2025	Reviewed and analyzed orders, related cases and communications. Updated team on status of case.	0.40	\$675.00	\$270.00
SB	05/27/2025	Attend mediation	8.00	\$450.00	\$3,600.00
JH	05/28/2025	Discuss with AJB re outcome of mediation and forthcoming mediator's proposal	0.40	\$750.00	\$300.00
JH	06/04/2025	Review corresp from mediator re mediator's proposal accepted; discuss with AJB re MOU	0.30	\$750.00	\$225.00
AB	06/04/2025	Draft/circulate MOU.	3.00	\$895.00	\$2,685.00
JH	06/13/2025	Discuss with SP re CMC; advise	0.40	\$750.00	\$300.00
JH	06/27/2025	F/u corresp w defense counsel re MOU	0.30	\$750.00	\$225.00
AB	07/10/2025	Review/analyze corr from def re MOU.	1.00	\$895.00	\$895.00
JH	08/20/2025	Review/revise draft longform agreement prepared by Defense counsel and reviewed by co-counsel	0.70	\$750.00	\$525.00
JH	08/21/2025	Review/revise draft longform agreement; discuss with co-counsel	0.70	\$750.00	\$525.00
JH	08/22/2025	Review/revise draft individual agreement discuss with ND; circulate to co-counsel	0.70	\$750.00	\$525.00
JH	08/28/2025	Review/further revise longform agreements; advise co-counsel	0.50	\$750.00	\$375.00
JH	09/17/2025	Review file; f/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	10/01/2025	Discuss with co-counsel and defense counsel re longform agreement	0.30	\$750.00	\$225.00
JH	10/03/2025	Review stip to continue CMC	0.40	\$750.00	\$300.00
TM	10/29/2025	Reviewed co-counsel's proposed amended complaint.	0.50	\$450.00	\$225.00
JH	10/29/2025	Review/analyze stip and FAC; advise co-counsel	0.50	\$750.00	\$375.00
KN	11/17/2025	Review emails; review approval issues and billing statement; memo to staff regarding settlement;	0.50	\$950.00	\$475.00

memo to staff regarding billing issues to correct.

JH	11/17/2025	Discuss with co-counsel re PAGA Approval Motion	0.40	\$750.00	\$300.00
KN	11/24/2025	Draft declaration ISO motion; review and prepare final billing; email co-counsel	2.00	\$950.00	\$1,900.00
				Quantity Subtotal	103.95
				Services Subtotal	\$72,332.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/17/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	05/18/2022	Onelegal/Filing Fee	1.00	\$15.19	\$15.19
Expense	05/20/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	05/31/2022	KNOX - Messenger and Filing Service	1.00	\$141.55	\$141.55
Expense	07/14/2022	San Diego Superior Court Docket Download: San Diego Superior Court Docket Download	1.00	\$4.00	\$4.00
Expense	07/18/2022	One Legal Invoice No. 04222889	1.00	\$15.19	\$15.19
Expense	07/20/2022	One Legal Invoice - 04230705	1.00	\$12.87	\$12.87
Expense	07/22/2022	FedEx	1.00	\$42.40	\$42.40
Expense	07/22/2022	FedEx	1.00	\$59.00	\$59.00
Expense	07/28/2022	Order purchased from Court website	1.00	\$5.00	\$5.00
Expense	12/30/2022	filing via OneLegal	1.00	\$15.19	\$15.19
Expense	04/05/2023	court filing via One Legal	1.00	\$15.65	\$15.65
Expense	04/13/2023	court filing via One Legal	1.00	\$15.65	\$15.65
Expense	05/25/2023	filing via One Legal	1.00	\$15.65	\$15.65
Expense	08/23/2023	filing via One Legal	1.00	\$15.65	\$15.65
Expense	10/25/2023	Docs purchased from court website	1.00	\$10.00	\$10.00
Expense	11/01/2023	San Bernardino Superior Court- Copies of the Opposition to MTC in related matter (Abelmalak)	1.00	\$10.00	\$10.00
Expense	11/04/2023	One Legal Invoice No. 05468733	1.00	\$15.65	\$15.65
Expense	11/15/2023	One Legal Invoice No. 05494494	1.00	\$61.77	\$61.77
Expense	08/06/2024	One Legal/Court Fees	1.00	\$17.71	\$17.71

Expense	08/06/2024	One Legal Invoice No. 06260971	1.00	\$17.71	\$17.71
Expense	12/31/2024	Mediation Fees - Frank & Feder.	1.00	\$4,500.00	\$4,500.00
Expense	05/29/2025	Berger Consulting Fees.	1.00	\$3,495.00	\$3,495.00
Expenses Subtotal					\$8,583.71

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	4.0	\$895.00	\$3,580.00
Scott Blumenthal	10.6	\$450.00	\$4,770.00
Jeffrey Herman	44.9	\$750.00	\$33,675.00
Charlotte James	0.25	\$550.00	\$137.50
Trevor Moran	3.9	\$450.00	\$1,755.00
Kyle Nordrehaug	7.5	\$950.00	\$7,125.00
Sergio Puche	30.8	\$675.00	\$20,790.00
Heather Drosi	1.5	\$250.00	\$375.00
Gerardo Galaviz	0.5	\$250.00	\$125.00
Quantity Total			103.95
Subtotal			\$80,916.21
Total			\$80,916.21

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/24/2025	\$80,916.21	\$0.00	\$80,916.21
Outstanding Balance				\$80,916.21
Total Amount Outstanding				\$80,916.21

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

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