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Attorneys for Plaintiff

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

SARAH CABLES, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

LIGHTBRIDGE HOSPICE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2021-00041128-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

**DECLARATION OF JOANNA GHOSH IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, SERVICE AWARD,
AND ADMINISTRATION EXPENSES
PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
PAGA Counsel Fees Payment, PAGA Counsel
Litigation Expenses Payment, Service Award, and
Administration Expenses Payment; Declaration of
Plaintiff (Sarah Cables); and [Proposed] Order and
Judgment filed concurrently herewith]

Date: August 9, 2024
Time: 10:30 a.m.
Department: C-64

Complaint Filed: September 27, 2021
Trial Date: None Set

DECLARATION OF JOANNA GHOSH

I, Joanna Ghosh, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Sarah Cables (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second

Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or

1 representative cases have resulted in settlements that have been granted court approval, including
2 and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty
3 (150) mediations and worked on over two hundred and fifty (250) class action or representative
4 action cases which have resulted in settlement.

5 5. I am a Managing Member of Lawyers *for* Justice, PC. I received a Bachelor of
6 Arts degree from California State University, Los Angeles in 2006, a Master of Science degree
7 from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
8 University Law Center in 2010. I am admitted to practice in California (since 2010) and in New
9 York (since 2013), and I am admitted to practice in all U.S. District Courts in California, the
10 U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. I have
11 taken and defended dozens of depositions and successfully handled motion practice in class
12 action cases regarding discovery (including and not limited to, regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), arbitration agreements, coordination, and intervention. I have successfully handled
15 briefing and oral argument on appeal and obtained notable decisions regarding the Private
16 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
17 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24,
18 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). I
19 have significant experience with class actions, including and not limited to working on cases to
20 obtain class certification through contested motion practice and working on cases in the post-
21 certification stage (e.g., post-certification discovery, appeal, statistical sampling and
22 pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
23 class consisting of approximately 2,600 individuals). I also have extensive experience with class
24 action and/or representative action settlements, and I have handled this process in over three
25 hundred (300) cases. Under Edwin Aiwazian, Arby Aiwazian, and my supervision, Lawyers *for*
26 Justice, PC has handled the class certification and court approval process for hundreds of class
27 action and/or representative action matters that have successfully resolved. I am a member of the
28 California Employment Lawyers Association.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

6. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

1 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national wholesale distributor of
3 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
4 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
5 representative action settlement. The Sacramento County Superior Court Case Number is 34-
6 2012-00136285.

7 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
8 wage-and-hour class action against a multinational corporation that provides global workplace
9 solutions, involving allegations of misclassification of the “Operations Manager” position. On
10 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
11 County Superior Court Case Number is BC478769.

12 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
13 wage-and-hour class and PAGA representative action against a national retailer of household
14 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
15 final approval of the class and PAGA representative action settlement. The San Francisco
16 County Superior Court Case Number is CGC-13-532344.

17 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
19 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
20 motion for class certification. On October 20, 2017, the court granted final approval of the class
21 and PAGA representative action settlement. The Los Angeles County Superior Court Case
22 Number is BC474784.

23 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a national retailer of upscale
25 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
26 court granted final approval of the class and PAGA representative action settlement. The Los
27 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
28 Council Coordination Proceeding Number is 4794.

1 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
3 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
4 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

5 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
7 involving allegations of misclassification of the "Department Manager" position. On August 12,
8 2016, the court granted the plaintiffs' motion for class certification in part and certified a class.
9 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
10 County Superior Court Case Number is RG13680477.

11 m) LFJ represented the plaintiff in a PAGA representative action against a
12 real estate and property management company, on behalf of non-exempt employees. On
13 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
14 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

15 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
17 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
18 PAGA representative action settlement. The San Francisco County Superior Court Case Number
19 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

20 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a foodservice distributor, on behalf of non-exempt employees. On
22 January 26, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

24 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
25 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
26 the employer's motion to compel arbitration, which resulted in a published opinion by the
27 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
28 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.

Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

1 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a chocolate company on behalf of non-exempt employees. On July
3 19, 2017, the court granted final approval of the class and PAGA representative action
4 settlement. The Alameda County Superior Court Case Number is RG15764300.

5 w) LFJ represented the plaintiff in a PAGA representative action, against the
6 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
7 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
8 Los Angeles County Superior Court Case Number is BC569664.

9 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case Number is
13 BC577233.

14 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
16 employees. On December 11, 2017, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC569646.

19 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a property management company
21 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
22 approval of the class and PAGA representative action settlement. The Los Angeles County
23 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
24 Number is 4819.

25 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a global provider of flexible office
27 space solutions. On February 15, 2018, the court entered an order granting final approval of the
28 class and PAGA representative action settlement. The Los Angeles County Superior Court Case

1 Number is BC498401.

2 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
3 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
4 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
5 The Tulare County Superior Court Case Number is VCU264528.

6 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a behavioral health service provider on behalf of non-exempt
8 employees. On November 13, 2018, the court granted final approval of the class and PAGA
9 representative action settlement. The Alameda County Superior Court Case Number is
10 RG16811450.

11 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 PAGA representative action against a global provider of products and services to the energy
13 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
14 granted approval of the PAGA representative action settlement. The Kern County Superior
15 Court Case Number is S-1500-CV-280215-SDC.

16 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
17 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
18 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
19 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
20 Council Coordination Proceeding Number is 4886.

21 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
23 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
24 certification in part and certified a class. The Alameda County Superior Court Case Number is
25 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

26 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a national retailer of apparel and
28 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted

the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

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7 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
8 nutritional products manufacturer on behalf of non-exempt production line employees. On
9 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
10 certified a class. The Solano County Superior Court Case Number is FCS051001.

11 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
12 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
13 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
14 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.
15 The Los Angeles County Superior Court Case Number is BC707670.

16 THE SETTLEMENT REACHED IN THE ACTION

7. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of PAGA Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Sarah Cables, for herself and on behalf of the State of California with respect to other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant LightBridge Hospice, LLC (“Defendant” or “LBH”). The Plaintiff and Defendant (together, the “Parties”) have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to PAGA Members when Individual PAGA Payments are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and Administration Expenses Payment. The Court is respectfully requested to approve the proposed Cover Letter.

1 8. Under the Settlement, the PAGA Members covered by the Settlement consist of
2 the following individuals: all current and former non-exempt employees employed by Defendant
3 in California during the PAGA Period (“PAGA Members”). The “PAGA Period” means the
4 period between July 23, 2020 through May 1, 2023. As reflected in Section 45 of the Settlement
5 Agreement, Defendant has represented that, as of May 1, 2023, there are approximately one
6 hundred forty-five (145) PAGA Members that worked 4,125 Pay Periods.

7 9. Plaintiff has satisfied the prerequisites under California Labor Code section
8 2699.3(a), including, and not limited to, providing the California Labor and Workforce
9 Development Agency (“LWDA”) and the employer with written notice of the specific provisions
10 of the California Labor Code that are alleged to have been violated, including the facts and
11 theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff
12 Sarah Cables that was dated July 23, 2021 (“PAGA Notice”). The PAGA Notice was sent by
13 U.S. Certified Mail to the employer and the notice was submitted to the LWDA by way of online
14 submission on the LWDA’s website. The LWDA did not respond to the PAGA Notice that was
15 sent on behalf of Plaintiff. A true and correct copy of the July 23, 2021 PAGA Notice is
16 attached hereto as “**EXHIBIT 2.**”

17 10. The Settlement is for the gross amount of One Hundred Twenty Five Thousand
18 Dollars and No Cents (\$125,000.00) “Gross Settlement Amount,” which Defendant will pay in
19 installments. The Settlement Agreement provides that the “Net Settlement Amount” will be the
20 Gross Settlement Amount less the following amounts: (1) PAGA Counsel Fees Payment and
21 PAGA Counsel Litigation Expenses Payment in the amount of up to \$50,000.00 for attorneys’
22 fees and up to \$10,000.00 for reimbursement of litigation costs and expenses to Lawyers for
23 Justice, PC (“PAGA Counsel”); (2) Service Award of \$7,500.00 to Plaintiff; and (3)
24 Administration Expenses Payment of up to \$4,000.00 to the Administrator. PAGA Counsel only
25 seeks an award of reimbursement of litigation costs and expenses in the amount of \$1,811.24,
26 and assuming that the requested PAGA Counsel Fees Payment, PAGA Counsel Litigation
27 Expenses Payment, Service Award, and Administration Expenses Payment, are approved by the
28 Court, the Net Settlement Amount is estimated to be approximately \$61,688.76. The Net

Settlement Amount will be distributed to the LWDA and the PAGA Members pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$46,266.57 (“LWDA PAGA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$15,422.19 (“Employees’ Portion”), will be distributed to the PAGA Members on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Pay Periods”). The parties have agreed to retain Atticus Administration LLC (“Atticus” or “Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Atticus to serve as the third-party administrator. The Administration Expenses Payment are estimated not to exceed \$4,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PAGA COUNSEL

11. The effectiveness of PAGA Counsel, Lawyers for Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, PAGA Members, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

12. The Parties had scheduled a mediation with Jill Sperber to occur on November 10, 2022. However, Defendant’s financial documents revealed that Defendant was in dire financial circumstances and the parties reasoned any money that was to be spent on mediation would be better spent toward funding a resolution and settlement payments to the State of California and aggrieved employees. After engaging in extensive investigations, propounding formal discovery and engaging in informal discovery, and undertaking the exchange of information, data, and documents, the Parties reached the Settlement described herein. In the course of settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA

actions, off-the-clock theory, meal and rest periods, meal waivers, arbitration agreements, and wage-and-hour enforcement, evidence produced and analyzed, the possibility of bifurcation of discovery and/or trial and appeals, and the risks posed by and circumstances surrounding Defendant's financial condition, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

13. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, propounded formal discovery and engaged in informal discovery, and reviewed, considered, and analyzed a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. The information, documents, and data that were reviewed and analyzed by PAGA Counsel included, and was not limited to, the employment records of Plaintiff, a sampling of PAGA Members' time and pay data, Defendant's Arbitration Agreement and Meal Waiver Form and Agreement, documents regarding Defendant's employment and operations policies, practices, and procedures related to Plaintiff's allegations in this lawsuit, and Defendant's financial documents, among other documents. Counsel for the Parties undertook significant investigation and evaluation Plaintiff's claim and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by PAGA Counsel included, but was not limited to: meeting and conferring with Defendant's Counsel regarding the pleadings, case management, the mediation (that had been scheduled but did not ultimately take place), settlement negotiations, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, settlement agreement, and settlement approval motion papers; propounding written discovery requests and a notice of deposition of Defendant's person most knowledgeable; claims evaluation and analysis and preparing for settlement negotiations; and appearing for court proceedings and participating in settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, arbitration agreements, and wage-and-hour enforcement.

1 14. Based on investigation and information discovered, PAGA Counsel believes that
2 there is sufficient evidence to support the allegations that Defendant violated the California
3 Labor Code. While PAGA Counsel believes that the PAGA claim has merit and that Plaintiff
4 will ultimately succeed in this litigation and prevail at trial, Plaintiff and PAGA Counsel also
5 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

6 15. Plaintiff and her counsel have considered the uncertainty and risk of the outcome
7 of further litigation, including the difficulties and delays inherent in such litigation and the risks
8 posed by Defendant's financial circumstances. In order to prevail on the PAGA claim, Plaintiff
9 would have to prove that Defendant engaged in the alleged California Labor Code violations and
10 demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core
11 allegation is that Defendant has violated the California Labor Code by failing to pay all wages,
12 failing to provide compliant meal and rest periods and associated premiums, failing to timely pay
13 wages during employment and upon termination of employment, failing to provide complete and
14 accurate wage statements, failing to keep complete and accurate payroll records, and failing to
15 reimburse necessary business-related expenses and costs.

16 16. From the inception of this litigation, Defendant indicated that it would
17 aggressively litigate this case and contended that it would ultimately succeed in the action.
18 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
19 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
20 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
21 policy and systematic scheme of wage abuse against its non-exempt employees, and that it had,
22 and continues to have, legally-compliant employment policies and practices throughout the time
23 period at issue. Defendant denies that it ever violated any provision of the California Labor
24 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
25 representative adjudication for any purpose other than the Settlement.

26 17. Importantly, Defendant also contended that the claims of Plaintiff and other
27 PAGA Members are subject to enforceable arbitration agreements (which include a delegation
28 clause and jury trial waiver). Defendant contended that, taken together, these agreements would

1 have claim preclusive impact, or otherwise, could effectively be used to require PAGA Members
2 to engage in individual arbitration of their individual claims on which the PAGA claim is
3 predicated. Although the parties disagree on whether or not Defendant's agreements are
4 enforceable and their impact, there is more uncertainty regarding the viability of PAGA claims in
5 the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc.*
6 *v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court has
7 recently confirmed that PAGA representative claims are viable and can continue to be
8 prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. However, the decision by
9 the California Supreme Court in *Adolph v. Uber Technologies* suggests, and it is still possible
10 that, trial courts will stay representative/non-individual PAGA claims pending arbitration of a
11 plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved
12 employee" for PAGA purposes, issue preclusion could apply and, once reduced to a final
13 judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing
14 to pursue non-individual PAGA claims.

15 18. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
16 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
17 employee and denied that any of Defendant's other employees, with respect to whom Plaintiff
18 seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant
19 would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple
20 courts have taken such an approach, for example, limiting discovery or trial of the issues to the
21 plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court
22 has discretion to reduce the penalties to be assessed against the employer pursuant to California
23 Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to
24 deny that it ever violated any provision of the California Labor Code. However, assuming,
25 *arguendo*, that any violations occurred, Defendant argued that the violations would not be
26 viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that
27 the Court was unlikely to assess cumulative penalties for the maximum number of possible,
28 separate California Labor Code violations, because it would be unjust, arbitrary, oppressive,

1 and/or confiscatory—especially where certain conduct may be regulated by multiple provisions
2 of the California Labor Code that are interrelated and work in tandem.

3 19. The Parties had the opportunity to review extensive information, documents, and
4 data regarding Plaintiff's and PAGA Members' employment with Defendant in an effort to
5 determine the potential value and strength of the PAGA claim. Counsel for the Parties invested
6 time reviewing and analyzing the relevant information, documents, and data, and this
7 information made it possible to calculate the potential value of the PAGA claim. Accordingly,
8 the Parties have conducted sufficient investigation and review of information to be sufficiently
9 apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both
10 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties
11 have agreed that this case is well-suited for settlement given the legal issues relating to the
12 PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The
13 Settlement takes into account the strengths and weaknesses of each side's position and the
14 uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration
15 proceedings, and/or upon appeal.

16 20. As set forth more fully in the accompanying Motion, PAGA Counsel seeks
17 attorneys' fees in the amount of \$50,000.00, which represents approximately forty percent (40%)
18 of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the
19 contingency-fee agreement entered into by and between Plaintiff and PAGA Counsel, Plaintiff
20 has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys'
21 fees sought are commensurate with: (1) the risk that PAGA Counsel took in commencing the
22 case; (2) the time, effort, and expense that PAGA Counsel dedicated to the case; (3) the skill and
23 determination that PAGA Counsel has shown; (4) the results that PAGA Counsel has achieved
24 throughout the litigation; (5) value of the settlement that PAGA Counsel has achieved in the
25 case; and (6) the other cases that PAGA Counsel has turned down in order to devote its time and
26 efforts to this case.

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21. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that PAGA Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **245.40 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the PAGA Members. Attached hereto as "EXHIBIT 3" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

22. The work performed in this particular case, the background of Lawyers for Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$700 for work performed by PAGA Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$700 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved compensation at the rate of \$766.05 per hour; final approval of the class and representative action settlement in *Alice*

Rutledge, et al. v. Healthport Technologies, LLC (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved compensation at the rate of \$764.82 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per hour; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved compensation at the rate of \$831.38 per hour; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved compensation at the rate of \$780.77 per hour; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved compensation at the rate of \$845.64 per hour.

LITIGATION COSTS AND EXPENSES INCURRED BY PAGA COUNSEL

23. PAGA Counsel seeks reimbursement of \$1,811.24 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$10,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$8,188.76 will be part of the Net Settlement Amount. It should be noted that PAGA Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case.

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SERVICE AWARD TO PLAINTIFF

24. In recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader individual release of claims with a California Civil Code Section 1542 waiver (set forth in Section 60(b) of the Settlement Agreement), the Settlement provides a Service Award to Plaintiff in the amount of \$7,500.00 to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested Service Award is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award.

25. PAGA Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of March 2024, at Glendale, California.



Joanna Ghosh

EXHIBIT 1

JOINT STIPULATION OF PAGA ACTION SETTLEMENT

Sarah Cables v. LightBridge Hospice, LLC, San Diego County Superior Court of the State of California Case No. 37-2021-00041128-CU-OE-CTL

This Joint Stipulation of PAGA Action Settlement ("Settlement Agreement" or "Agreement") is made by and between Plaintiff Sarah Cables ("Plaintiff") for herself and as a representative of the State of California with respect to the PAGA Members (as defined in Paragraph 18 below) and Defendant LightBridge Hospice, LLC ("LBH" or "Defendant"), subject to approval by the Court. The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

DEFINITIONS

1. "Action" means the complaint filed by Plaintiff that seeks civil penalties and other remedies under the PAGA for alleged wage and hour violations against LBH and that is captioned, *Sarah Cables v. LightBridge Hospice, LLC*, Case No. 37-2021-00041128-CU-OE-CTL ("Operative Complaint"), initiated on or about September 27, 2021, which is pending in the Superior Court of the State of California, County of San Diego.
2. "Administrator" means Atticus Administration LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross 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.
4. "Court" means the Superior Court of California, County of San Diego.
5. "Defendant" means LightBridge Hospice, LLC. LBH is a hospice care provider, meaning it is in a specialized area of medical care that supports individuals and families in the final stages of a life-limiting illness.
6. "Defense Counsel" means Ogletree Deakins.
7. "Effective Date" of this Agreement means the date when both of the following have occurred: (a) the Court issues an order granting approval of the Settlement, and (b) the Court's Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is 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; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
8. "Gross Settlement Amount" means One Hundred Twenty-Five Thousand Dollars (\$125,000) which is the total amount LBH agrees to pay under the Settlement. The Gross

Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator's Expenses Payment. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and the Individual PAGA Payments as described in sections 12 and 13 below, and will be treated and reported for tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms 1099 as required. The Gross Settlement Amount will be paid according to the following schedule:

Payment 1: \$42,000 to be paid thirty (30) calendar days after the Court approves the settlement;

Payment 2: \$42,000 to be paid six (6) months after payment 1; and

Payment 3: \$41,000 to be paid six (6) months after payment 2.

9. "Individual PAGA Payment" means each PAGA Member's *pro rata* share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
10. "Judgment" means the judgment entered by the Court based upon Approval.
11. "LWDA" means the California Labor and Workforce Development Agency.
12. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA, as entitled under California Labor Code section 2699, subd. (i).
13. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Service Award, (b) the PAGA Counsel Fees Payment, (c) the PAGA Counsel Litigation Expenses Payment, and (d) the Administration Expenses Payment. The balance remaining after these deductions is referred to as the "Net Settlement Amount." Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA PAGA Payment; and the remaining twenty-five percent (25%) will be distributed as Individual PAGA Payments to the PAGA Members, all in settlement of the PAGA claims.
14. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
15. "PAGA Counsel" means Lawyers *for* Justice, PC, the attorneys representing the Plaintiffs in the Action.
16. "PAGA Counsel Fees Payment" is the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Action.
17. "PAGA Counsel Litigation Expenses Payment" is the amount that the Court approves to be paid to PAGA Counsel for their reasonable, documented expenses subject to proof of costs by PAGA Counsel.

18. "PAGA Members" means all current and former non-exempt employees employed by LBH in California during the PAGA Period. PAGA Members may not opt out or be excluded from the Settlement.
19. "PAGA Member Data" means PAGA Member identifying information in LBH's possession, including the (i) PAGA Member's first and last name, (ii) last-known mailing address, (iii) last known telephone number, (iv) Social Security number, (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the Administrator to calculate Pay Periods.
20. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member 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 PAGA Members.
21. "PAGA Notice" mean the PAGA Notice filed with the LWDA on July 23, 2021 by Plaintiff providing notice pursuant to California Labor Code section 2699.3, subd.(a).
22. "PAGA Period" means from July 23, 2020 to May 1, 2023 (the "PAGA Period").
23. "Pay Period" means any pay period during the PAGA Period in which a PAGA Member worked for LBH at any time during the PAGA Period.
24. "Plaintiff" means the named plaintiff in this Action, Sarah Cables.
25. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as detailed in the "Released PAGA Claims" section below.
26. "Released Parties" means Defendant and its insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable for LBH.
27. "Service Award" is the amount from the Gross Settlement Amount that the Court approves to be paid to Plaintiff in exchange for a general release of claims against the Released Parties (as defined herein), including a release of unknown claims under Civil Code section 1542. Plaintiff will apply for a service award of up to \$7,500, subject to court approval, and any difference will be part of the Net Settlement Amount.
28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

RECITALS

29. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately September 2019 through March 2020.
30. On July 23, 2021 Lawyers for Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of

2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, thereby initiating LWDA Case Number LWDA-CM-839022-21 (the "PAGA Notice")

31. On September 27, 2021, Plaintiff filed her Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Cables v. LightBridge Hospice, LLC*, San Diego County Superior Court Case No. 37-2021-00041128-CU-OE-CTL ("the Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

32. The Parties scheduled a full day mediation with Jill Sperber for November 10, 2022.

33. In anticipation of mediation, LBH provided Plaintiff financial documents, and a random sample of timekeeping and payroll data of the PAGA Members, as well as the documents reflecting LBH's policies and practices related to Plaintiffs' allegations in the Operative Complaint and in the PAGA Notices.

34. LBH's financial records revealed that LBH is in dire financial circumstances and the Parties reasoned any money that was to be spent on mediation would be better spent resolving this matter informally, guided by LBH's financial circumstances.

35. After extensive meet and confer efforts between PAGA Counsel and Defense Counsel, the Parties were able to reach an agreement as to settlement terms on or about November 29, 2022, with the Parties executing a memorandum of understanding as to the terms.

36. The Parties, PAGA Counsel, and Defense Counsel all represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

37. There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released PAGA Claims (as defined in Paragraph 25 above).

38. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

MONETARY TERMS

39. **Consideration.** In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) ("Gross Settlement Amount"), and no more, to

resolve the Action and Released PAGA Claims (as defined herein). The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to LBH. The Gross Settlement Amount will be paid according to the following schedule:

Payment 1: \$42,000 to be paid thirty (30) calendar days after the Court approves the settlement;

Payment 2: \$42,000 to be paid six (6) months after payment 1; and

Payment 3: \$41,000 to be paid six (6) months after payment 2.

40. **Payments to PAGA Counsel from the Gross Settlement Amount.** If approved by the Court, the Administrator will make the following payments to PAGA Counsel from the Gross Settlement Amount: (a) the PAGA Counsel Fees Payment not more 40% of the Gross Settlement Amount, which is Fifty-Thousand Dollars (\$50,000.00) if the Gross Settlement Amount remains \$125,000.00 and (b) the PAGA Counsel Litigation Expenses Payment of not more than Ten Thousand Dollars \$10,000.00. LBH will not oppose requests by PAGA Counsel for Court approval of these payments. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment different from the amounts requested, the Administrator will allocate the difference to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the 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 harmless and indemnifies LBH and Defense Counsel from any dispute or controversy regarding any division or sharing of any of these Payments.

41. **To the Plaintiff:** If approved by the Court, the Plaintiff shall receive a Service award of up to the amount of Seven Thousand Five Hundred Dollars (\$7,500), which Defendant will not contest.

42. **To the Administrator:** If approved by the Court, the Administrator shall receive an Administrator Expenses Payment not to exceed \$4,000, except for a showing of good cause to the Court for more than this amount. To the extent that the Administration Expenses are less or the Court approves payment different than \$4,000, then the Administrator will allocate the difference to the Net Settlement Amount.

43. The amounts stated in Paragraph 39-42 above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

44. **To the LWDA and PAGA Members:** Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to means all current and former non-exempt employees employed by LBH in California during the PAGA Period. The period is the PAGA Period July 23, 2020 to May 1, 2023. The 25% portion of the Net Settlement Amount Payable to PAGA Members is referred to as the "Employees' Portion."

45. The PAGA Members are estimated to consist of approximately 145 individuals who worked approximately 4,125 pay periods from July 23, 2020 to May 1, 2023.

46. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Service Award, and the Net Settlement Amount to be paid to the LWDA and PAGA Members as described in Paragraphs 39-44 above will be treated and reported for tax purposes as non-wage payments and Administrator will be responsible for issuing IRS Forms 1099 as required.

47. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and PAGA Members, including Plaintiff, would not receive the consideration specified in Paragraphs 39-44 above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

SETTLEMENT FUNDING AND PAYMENTS

48. Subject to Paragraph 47 above, Defendant shall remit to the Administrator the sums described more fully in Paragraphs 39-44 above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

49. Upon complete distribution of the Gross Settlement Amount by the Administrator in accordance with this Settlement Agreement, the Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

50. The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

51. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Paragraphs 39-44 above.

52. The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Christopher W. Olmsted, Tim L. Johnson, and Cameron O. Flynn of Ogletree, Deakins, Nash, Smoak & Stewart, PC ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

53. The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

54. **Funding of Gross Settlement Amount.** Subject to the Court approval of this Settlement Agreement, payment of the sums described below shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the Administrator for administration of this settlement, according to the following schedule:

Payment 1: \$42,000 to be paid thirty (30) days after the Court approves the settlement;

Payment 2: \$42,000 to be paid six (6) months after payment 1; and

Payment 3: \$41,000 to be paid six (6) months after payment 2.

If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

55. **Calculation of the Individual PAGA Payments.** Each PAGA Member will be entitled to a pro rata share of 25% of the Net Settlement Amount (i.e., the Employees Portion) based upon the number of pay periods they each worked between July 23, 2020 and May 1, 2023, which will be calculated by the Administrator by: (a) dividing the amount of the PAGA Members' 25% share of the Net Settlement Fund by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

56. One Hundred Percent (100%) of all Individual PAGA Payments are to be considered penalties and the Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Members' Individual PAGA Payments will be reported on an IRS Form 1099, as required by the IRS.

57. The Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

- a) No later than fifteen (15) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Administrator, in the form of a Microsoft Excel spreadsheet, a list of all of the PAGA Members ("the Data") containing the following information for each PAGA Member: (1) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the Administrator to calculate the Pay Periods. To protect the privacy rights of PAGA Members, the Administrator must maintain the Data in confidence and use it only for purposes of this Settlement and for no other purpose. The Administrator will restrict access to the Data to Administrator employees who need access

to the Data to effect and perform under this Settlement. Data about the PAGA Members will be provided to the Administrator only, and shall be kept confidential by the Administrator, except as required to administer the Settlement.

- b) The Administrator shall conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 calendar 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 PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, as requested by the PAGA Member prior to the void date.
- c) No later than fourteen (14) calendar days after the Administrator received the PAGA Member Data and Gross Settlement Amount, the Administrator shall mail the agreed upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all PAGA Members by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Administrator shall attempt to locate an alternate, updated address for the PAGA Member at issue, by using a skip-trace search and shall attempt one (1) re-mailing, as described above in Paragraph 58(b), of the PAGA Settlement Package. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- d) The Individual PAGA Payment checks issued to PAGA Members shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the PAGA Member(s) at issue and in the amount of his or her respective Individual PAGA Payment(s). The face of each check shall prominently state the date (not less than 90 calendar days after the date of mailing) when the check will be voided.

58. **Payments from the Gross Settlement Amount.** Within fourteen (14) calendar days after the Administrator received the PAGA Member Data and LBH fully funds the Gross Settlement Amount (i.e., after Payment 3), the Administrator shall transit the LWDA PAGA Payment to the LWDA, the Service Award to Plaintiff, the Administration Expenses Payment to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Members, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment to PAGA Counsel, unless instructed otherwise by PAGA Counsel. Disbursements to PAGA Counsel shall not precede disbursement of Individual PAGA Payments. At the request of PAGA Counsel, the Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by PAGA Counsel.

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

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60. **Release of Claims by Plaintiff, PAGA Members, and the State of California.**

- a) Upon the date the Court has entered an order approving the Settlement Agreement and LBH fully funds the entire Gross Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including the Released Parties, to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001 (collectively, the "Released PAGA Claims").
- b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

61. Governing Law and Interpretation.

- a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.
- b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

62. Amendment. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT

63. PAGA Counsel Responsibilities to Secure Approval. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under California 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 the Administrator's willingness to serve; its competency; its operative procedures for protecting the security of PAGA Member Data; the amounts of insurance coverage provided for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members 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 attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (l)(1)), this Agreement (California Labor Code section 2699, subd. (l)(2)); (iv) a draft stipulation requesting that the Court grant approval of the Settlement; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the

Administrator. In the Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

64. **Joint Responsibilities of Defense and PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement 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 to the Administrator.

65. **Duty to Cooperate.** If the Joint Stipulation is denied or the Parties disagree on any aspect of the proposed 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.

SETTLEMENT ADMINISTRATION

66. **Selection of Administrator.** The Parties have jointly selected Atticus Administration LLC to serve as the Administrator and verified that, as a condition of appointment, agree 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.

67. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

68. **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.

69. **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.

CONTINUING JURISDICTION OF THE COURT

70. The Parties agree that, after entry of Judgment, pursuant to California Code of Civil Procedure § 664.6, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as permitted by law.

71. **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, the PAGA

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Counsel Litigation Expenses Payment, Service Awards Payment, Administration Expenses Payment, Net Settlement Amount, the Parties, their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

MISCELLANEOUS PROVISIONS

72. **No Publicity.** Prior to approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to obtain approval. Before or after approval, Plaintiffs and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the Settlement, or otherwise publicize the Settlement. However, PAGA Counsel may (in future declarations submitted in court) refer to the fact that this matter settled on a representative action basis for the purpose of detailing the experience of counsel. Plaintiff and their Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

73. **Representation.** PAGA Counsel represents that other than this Action, they do not represent any other current or former employees of LBH in connection with any actual or planned claims, charges, or complaints against LBH.

74. **Subsequent Meet and Confer Efforts and/or Mediation.** If this Settlement is not approved by the Court, the Parties agree to undergo further meet and confer efforts, including attending mediation, in an effort to reach a settlement that will gain Court approval.

75. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

76. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and LBH, 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.

77. **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 and/or 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 a mediator and/or the Court for resolution.

78. **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.

79. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, LBH, 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.

80. This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

81. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

82. **Use and Return of PAGA Member Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by LBH 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 PAGA Member Data received from LBH unless, prior to the Administrator's payment of all Settlement Funds, LBH makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

83. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

84. **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.

85. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing, sent via email, and deemed to have been duly given as of the day sent to the email address as provided on the respective captions.

86. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

87. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

88. If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 08/23/2023


2023-08-23 22:09:38 UTC - 98.168.107.156
Winter AssumeSign® #40ca7ef-a2ef-4595-90c5-b0670167905d

Sarah Cables
Individually and On Behalf of the State of California
with Respect to PAGA Members

Date: _____

LIGHTBRIDGE HOSPICE, LLC

By:

Title:

Approved as to form and content.

Date: 10/20/2023



Joanna Ghosh
Giovani Pimentel
LAWYERS FOR JUSTICE, PC

Date: _____

Tim Johnson
Cameron Flynn
OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____

Sarah Cables
Individually and On Behalf of the State of California
with Respect to PAGA Members

Date: August 10, 2023

LIGHTBRIDGE HOSPICE, LLC
By: Jill Mendlen
Title: President / CEO

Approved as to form and content.

Date: _____

Joanna Ghosh
Giovani Pimentel
LAWYERS FOR JUSTICE, PC

Date: September 12, 2023

Tim Johnson
Cameron Flynn
OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from **[Insert Action]**, **[Insert County]** Superior Court Case No. **[Insert Case No.]**

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Sarah Cables v. LightBridge Hospice, LLC*, San Diego Superior Court Case No. 37-2021-00041128-CU-OE-CTL (“Action”).

The lawsuit was filed on September 27, 2021 by Sarah Cables (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged PAGA Members, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 23, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, thereby initiating LWDA Case Number LWDA-CM-839022-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant LightBridge Hospice, LLC (“Defendant”).

On **<< Date>>**, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees employed by Defendant in the State of California during the period July 23, 2020 to May 1, 2023 (“PAGA Members”). The period July 23, 2020 to May 1, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as a PAGA Member. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of **<<date of entry of order by the Court approving the Settlement>>**, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and its insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could be jointly liable for Defendant.

“Released PAGA Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2810.5 and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

July 23, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: LIGHTBRIDGE HOSPICE, LLC

Dear Representative:

We have been retained to represent Sarah Cables against Lightbridge Hospice, LLC (including any and all affiliates, subsidiaries, parents, directors, agents, officers, and executive employees) (collectively referred to as "LBH") for violations of California wage-and-hour laws. Ms. Cables seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Cables seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

LBH employed Ms. Cables as an hourly-paid, non-exempt employee from approximately September 2019 to approximately March 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Cables may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, LBH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001 and any other applicable IWC Wage Order.

LBH required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries, completing time sensitive paperwork, cleaning, assisting the patients/residents, communicating with supervisors, donning and doffing uniforms and other personal protective equipment.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Cables and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Cables and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, LBH required Ms. Cables and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. LBH also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, LBH failed to pay Ms. Cables and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, LBH failed to pay Ms. Cables and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, LBH did not provide Ms. Cables and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from LBH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Cables and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Cables and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Cables and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Cables and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Cables and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, LBH failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Cables and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

LBH failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, LBH did not provide Ms. Cables and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and any other other applicable IWC Wage Order, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, LBH failed to pay Ms. Cables and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Cables and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, LBH failed to pay Ms. Cables and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Cables and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Cables and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by LBH. These costs include, but are not limited to, the use of personal phone for business-related purposes, the purchasing and maintenance of clothing, and the purchasing and maintenance of equipment and supplies, including but not limited to Stethoscope, pens and paper.

Therefore, on behalf of all aggrieved employees, Ms. Cables seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in cursive script, appearing to read 'Edwin Aiwanian'.

Edwin Aiwanian, Esq.

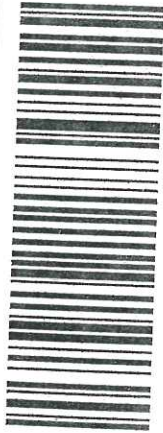
Cc: (By U.S. Certified Mail / Return Receipt Requested)

Lightbridge Hospice, LLC
c/o Jill Mendlen
Agent for service of process
2151 Calle Poco
El Cajon, CA 92019

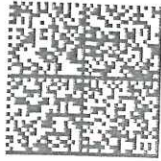
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CERTIFIED MAIL® RECEIPT
 Domestic Mail Only **carles v. Lightbridge Hospice**

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OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Postmark
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Lightbridge Hospice, LLC
 c/o Jill Mendlen
 Agent for service of process
 2151 Calle Poco
 El Cajon, CA 92019

See Reverse for Instructions

EXHIBIT 3

SARA CABLES V. LIGHTBRIDGE HOSPICE, LLC
San Diego Superior Court Case No. 37-2021-00041128-CU-OE-CTL

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts With a Focus on the Merits of Plaintiff Sarah Cables' ("Plaintiff") Private Attorneys General Act ("PAGA") Claim on Behalf of the State of California With Respect to Plaintiff and the Aggrieved Employees	5.60
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant LightBridge Hospice, LLC ("Defendant") With Respect to Plaintiff and the Aggrieved Employees	4.90
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Meal Waivers, Representative PAGA Actions, Arbitration Agreements, and IWC Wage Orders in California, Including all New and Relevant DLSE Materials	7.50
Investigation of Defendant, Its Business Relationships, Clients and Customers, and the Industries in Which It Operates	3.50
Investigation of Defendant's Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Aggrieved Employees	3.20
Investigation of Defendant's Executives, Officers, and Leadership With a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.10
Analysis of Defendant's Competitors in Various Relevant Geographic Areas Within Which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.50

Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	5.10
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) at Which Aggrieved Employees Worked Throughout California	3.90
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Patient Care and House Visits, Trainings, Timekeeping, Schedules, Charting and Reporting, Reporting Time, On-Call, Meal/Rest Breaks, On-Premises Breaks, Meal Break Waivers, Overtime Compensation, Non-Discretionary Bonus/Commission/Incentive/Performance/Shift Differential Pay, Regular Rate, COVID-19 Screenings, Donning and Doffing, Driving, Equipment/Devices, Supplies/PPE, Dress Code, Use of Personal Vehicles, Use of Personal Cell Phones, Reimbursement of Business-Related Expenses, and Arbitration Agreements	10.70
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, e.g., Patient Care and Health Information Management, Timekeeping, Communications, Security, and Surveillance Systems, With a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	2.80
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6.80
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.20
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work, and Defendant's Financial Circumstances	9.70
Meet and Communicate With Plaintiff Sarah Cables During the Case	49.50
Investigate, Meet, Communicate With, and/or Conduct Interviews of Percipient Witnesses	6.50

Pleadings and Court Filings	
Draft Plaintiff Sarah Cables' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 27, 2021)	7.10
Review Court's Notice of Case Assignment and Case Management Conference (Civil) (filed on September 27, 2021)	0.10
Review and Analyze Defendant's Answer to PAGA Complaint (served on December 6, 2021), and Research Affirmative Defenses in Answer	1.20
Draft Plaintiff's Case Management Statement (filed on March 24, 2022)	1.10
Review Defendant's Case Management Conference Statement (served on March 24, 2022)	0.20
Review Court's Minute Order Re Case Management Conference of April 8, 2022 (filed on April 8, 2022)	0.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on April 20, 2022)	0.10
Review Court's Notice of Rescheduled Hearing (Trial Readiness Conference) (filed on August 19, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation and [Proposed] Order to Continue Trial and Related Dates (Submitted on August 25, 2022)	1.30
Review Court's Order on Joint Stipulation and Order to Continue Trial and Related Dates and Notice of Rescheduled Hearing (Trial Readiness Conference) (filed on September 1, 2022)	0.10
Review Court's Notice of Rescheduled Hearing (Civil Court Trial) (filed on September 2, 2022)	0.10
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Review Court's Notice of Dismissal by Court (filed September 15, 2023)	0.10
Meet and Confer With Defendant's Counsel, and Draft a Joint Case Management Statement (filed on January 25, 2024)	0.50
Appearances	
Prepare for and Telephonically Attend Case Management Conference (April 8, 2022)	0.50
Prepare for and Telephonically Attend <i>Ex Parte</i> Hearing for an Order Not to Dismiss the Case and to Set a Case Management Conference and/or Order to Show Cause Hearing (on September 20, 2023)	0.90
Prepare for and Telephonically Attend Case Management Conference (February 9, 2024)	0.70
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and Administration Expenses Payment (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on March 4, 2021)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff (served on March 23, 2019)	3.20
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Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant LightBridge Hospice, LLC and Requests for Production of Documents (noticed for February 28, 2022) (served on January 25, 2022)	4.10
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Prepare for Scheduled Mediation and Prepare for and Engage in Settlement Negotiations, Including Researching Merits of PAGA Claim, Drafting Internal Brief/Memorandum, and Compiling Supporting Documents	20.50
Review, Revise, Negotiate, and/or Finalize Memorandum of Understanding (fully executed on November 29, 2022)	2.50
Review, Revise, Negotiate, and Finalize Joint Stipulation of PAGA Action Settlement (fully executed on October 20, 2023) and Cover Letter	9.5

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Total Hours:	245.40

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Cables v. Lightbridge Hospice, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/23/2021	U.S. Postmaster	Postage	\$7.50
7/23/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/28/2021	San Diego Superior Court	Complaint Filing Fee	\$435.00
9/28/2021	One Legal	Attorney Service	\$25.19
10/25/2021	ProLegal	Attorney Service	\$80.04
11/3/2021	ProLegal	Attorney Service	\$80.04
1/25/2022	General Logistics Systems US, Inc.	Courier Service	\$22.24
1/28/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
3/24/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
4/13/2022	San Diego Superior Court	Document Download Fee	\$1.00
4/25/2022	Legal Document Server, Inc.	Attorney Service	\$198.26
4/25/2022	San Diego Superior Court	Jury Fee	\$150.00
8/5/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/23/2022	San Diego Superior Court	Document Download Fee	\$2.00
9/7/2022	Legal Document Server, Inc.	Attorney Service	\$16.10
9/7/2022	San Diego Superior Court	Stipulation & Order Fee	\$20.00
9/27/2022	Legal Document Server, Inc.	Attorney Service	\$14.75
10/19/2022	Judicate West	Case Management Fee	\$250.00
12/8/2022	San Diego Superior Court	Document Download Fee	\$2.00
6/23/2023	San Diego Superior Court	Document Download Fee	\$2.00
9/19/2023	San Diego Superior Court	Document Download Fee	\$2.00
9/19/2023	Legal Document Server, Inc.	Attorney Service	\$189.12
9/19/2023	San Diego Superior Court	Ex Parte Application Fee	\$60.00
9/19/2023	San Diego Superior Court	Document Download Fee	\$1.00
Total:			\$1,811.24