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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

ANGELA THOMPSON and PENELOPE
PANKEY, on behalf of the State of
California, as private attorneys general,

Plaintiffs,

vs.

FASTAFF, LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **22CV395000**

Consolidated with *Pankey v. Fastaff, LLC*
(PAGA) 22CV408861

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

Hearing Date: July 3, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: March 4, 2022
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

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

11 3. On October 22, 2021, Plaintiff Thompson submitted a PAGA Notice letter to
12 the California Labor and Workforce Development Agency (“LWDA”) providing notice of
13 her intent to seek civil penalties as provided by PAGA for Labor Code violations alleged in
14 the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent to
15 investigate expired on December 26, 2021. On March 4, 2022, Plaintiff Thompson filed a
16 Representative Action Complaint in this Court against Defendant alleging a single cause of
17 action for recovery of civil penalties for violation of the PAGA [Labor Code §§ 2698, *et*
18 *seq.*] (Case No. 22CV395000) (“*Thompson Action*”). Plaintiffs submitted an amended
19 PAGA Notice to the LWDA on October 18, 2022, which included Plaintiff Pankey seeking
20 authorization from the LWDA to pursue an action for civil penalties as provided by the
21 PAGA for the Labor Code violations alleged in the original and amended PAGA Notice. The
22 65-day notice period for the LWDA to notify of its intent to investigate expired on December
23 22, 2022. On December 23, 2022, Plaintiff Pankey filed a Representative Action Complaint
24 in this Court against Defendant alleging a single cause of action for recovery of civil
25 penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] (Case No. 22CV408861)
26 (“*Pankey Action*”). The *Thompson Action* and *Pankey Action* were consolidated on March
27 14, 2023 under case number 22CV395000. The Parties agreed to mediate with Jeffrey
28 Krivis, an experienced mediator knowledgeable of PAGA and the wage and hour claims at

1 issue in this action. Prior to the mediation, Plaintiffs conducted significant investigation and
2 discovery of the facts and law. Defendant produced numerous documents relating to its
3 policies, practices, and procedures regarding paying non-exempt employees on assignment in
4 California for all hours worked, overtime, meal and rest period policies, payroll and
5 operations policies, and more. Defendant also produced sufficient records and data for
6 Plaintiffs to determine the number of PAGA Settlement Employees and the number of pay
7 periods in the PAGA Period and to evaluate the merits of their claims. The Parties agree that
8 the above-described investigation and evaluation, as well as the information exchanged
9 during the settlement negotiations, are more than sufficient to assess the merits of the
10 Parties' positions and to compromise the issues on a fair and equitable basis. The Parties
11 engaged in a full-day mediation session with Mediator Krivis on June 6, 2023. Plaintiffs'
12 theories of PAGA liability asserted at mediation consisted of the following: Plaintiffs
13 contended that Defendant failed to provide Plaintiffs and other PAGA Settlement Employees
14 with compliant meal and rest breaks. For example, Plaintiffs contended that the time punch
15 records reflect a meal break violation rate of 80.9% of shifts greater than 6 hours but only
16 29.9% of the meal break violations had a premium paid. Plaintiffs also contended Defendant
17 had a rest period policy that was facially invalid. When read with the meal period policy that
18 explicitly relieved employees of all duties during meal breaks, Defendant's rest period policy
19 failed to prescribe full relief. Plaintiffs contended that Defendant's failure to prescribe full
20 relief during rest periods could only be interpreted to indicate on-duty requirements during
21 rest periods which should be duty-free. Plaintiffs further contended that, in practice, they
22 were indeed expected by their supervisors to be at their beck and call during rest breaks.
23 Plaintiffs also contended they were not paid for work done off the clock. For example,
24 Plaintiff Thompson alleged she checked the medical charts with the latest information on her
25 numerous patients in order to provide the best possible medical care, yet this work was
26 required to be done off the clock and before clocking in as she was required to start treating
27 patients the very moment that her shift started. Plaintiff Thompson also alleged additional off
28 the clock work in that she was required to change into her scrubs before clocking in and was

1 required to input information about her patients and their care into various modules after her
2 shift ended. Plaintiffs also contended they were required to use their personal cell phones for
3 work-related purposes, such as speaking to their supervisors and providing updates on
4 patients, but no reimbursement was provided by Defendant for such cell phone expenses or
5 for home office expenses when work was done from home. Defendant denied these
6 contentions on various factual and legal grounds. Defendant contended that its clear policy
7 requires travel nurses to record all hours they work so that both the travel nurse and
8 Defendant will be paid all amounts to which they are entitled. Indeed, Defendant contended
9 that as a staffing company, it has no incentive to require its travel nurses (or anyone else) to
10 work off the clock. To the contrary, because Defendant bills its clients and earns its profit
11 based on hours worked by its travelers on assignments, Defendant's intent as well as its legal
12 obligation is for all hours worked by travelers to be fully and accurately recorded. Defendant
13 also asserted that its travel nurses on assignment in California worked at client hospitals and
14 other healthcare facilities, where they were supervised by non-Fastaff managers of the client
15 facility, and subject to each client's unique policies. Defendant contended that at all relevant
16 times it had a compliant California meal and rest policy specifically for its travel nurse
17 employees. Defendant also contended that it provided travel nurses with timesheets to report
18 non-compliant meal and rest periods, if any. *See Rivera v. Ryder Integrated Logistics, Inc.*,
19 No. CV 22-267-GW-EX 2022 WL 18337695, at *13 ((C.D. Cal. 2022) (granting summary
20 judgment on meal period claim because defendants had a compliant policy as well as a form
21 for employees to report situations where they were unable to take timely breaks). Further,
22 Defendant asserted that the travel nurses on assignment in California—including both
23 Thompson and Pankey—agreed to waive their right to one of two meal periods in
24 accordance with the special meal period waiver available under the applicable IWC Wage
25 Order for employees in the health care industry. *See Gerard v. Orange Coast Mem'l Med.*
26 *Ctr.*, 430 P.3d 1226 (Cal. 2018) (upholding meal period waivers signed by healthcare
27 employees based upon provisions of the Wage Order). Given these waivers, Defendant
28 contended that Plaintiffs' assumptions as to meal break violation rates had no basis in fact or

1 law. Defendant also contended that it did not require Plaintiffs and other travel nurses to use
2 their personal cell phones to perform their nursing work (or any other work) during their
3 California assignments. Through arms-length negotiations with the assistance of the
4 mediator, the Parties reached an agreement to settle the PAGA claims in this action leading
5 to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
6 settlement was negotiated in light of all known facts and circumstances and the uncertainty
7 associated with litigation – including the risk of Plaintiffs not being able to prevail on their
8 legal theories, , the difficulty of proving violations as to all or most employees at issue in an
9 efficient trial, the merits of Defendant’s potential defenses, and the significant delay and
10 potential appellate issues inherent to litigation – and was reached after extensive arm’s
11 length negotiations, with the assistance of Mediator Krivis.

12 4. The claim before this Court is solely the representative claim under PAGA on
13 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have
14 agreed to settle this PAGA claim in its entirety after investigation and an arm’s length
15 mediation session. The PAGA settlement is subject to Court approval consistent with Labor
16 Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides
17 for a “Gross PAGA Settlement Amount” payment in the amount of \$450,000 to resolve the
18 Released PAGA Claims (the “Gross PAGA Settlement Amount”). From this Gross PAGA
19 Settlement Amount of \$450,000, there is a deduction of attorneys’ fees, subject to Court
20 approval (“PAGA Counsel Fees Payment”) in the amount of \$149,999.00 (which is one-third
21 of the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation
22 Expenses Payment”) in an amount not to exceed \$25,000, and Settlement Administration
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements
26 (“Individual Settlement”) (Settlement Agreement at ¶ 2.5). The individual claims were not at issue
27 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*
28 *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not
strip an PAGA Settlement Employee of standing, as the state’s authorized representative, to pursue
PAGA remedies” nor resolve the PAGA claims.). PAGA Counsel are not receiving any attorneys’
fees or other compensation in connection with the Individual Settlements.

1 Costs (“Administration Expenses Payment”) not to exceed \$14,000. (Agreement at ¶¶ 3.2.1-
2 3.2.2).² Seventy-five percent (75%) of the PAGA Payment (no less than \$195,750.75) will
3 be paid to the LWDA (the “LWDA PAGA Payment”) and the remaining twenty-five percent
4 (25%) of the PAGA Payment (no less than \$65,250.25) will be paid to the PAGA Settlement
5 Employees (Agreement at ¶ 3.2.3). “PAGA Settlement Employees” means all individuals
6 who are or previously were employed by Defendant and who worked in California at a client
7 or clients of Defendant, including through a managed service provider, in a position
8 classified as a non-exempt employee at any time during the PAGA Period. The PAGA
9 Period is the period from December 29, 2020 to August 6, 2023. (Settlement Agreement at
10 ¶¶ 1.20, 1.21). The Individual PAGA Payment for each PAGA Settlement Employee shall
11 be based on the number of pay periods each PAGA Settlement Employee worked during the
12 PAGA Period as a PAGA Settlement Employee, as a percentage of the total pay periods
13 worked by all PAGA Settlement Employees during the PAGA Period.³ For mediation,
14 Defendant represented that there were approximately 1,725 PAGA Settlement Employees
15 who collectively worked approximately 19,282 pay periods from the beginning of the PAGA
16 Period through May 11, 2023. (Agreement at ¶ 4.1). Upon entry of final judgment, the
17 Released Parties shall be entitled to a release from the State of California and the PAGA
18 Settlement Employees for any “Released PAGA Claims” only, which means all claims for
19 civil penalties, attorneys’ fees, and costs recoverable under PAGA that were alleged, or
20 reasonably could have been alleged, based on the facts stated in the operative First Amended
21 Consolidated Complaint, and/or the PAGA Notice letters submitted by Plaintiffs to the
22

23 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
24 Payment less than the amounts requested, the Administrator will allocate the remainder of these
25 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
26 Expenses are less, or the Court approves payment less than \$14,000, the Administrator will allocate
27 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

28 ³ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
Payment by (a) dividing the amount of the PAGA Settlement Employees’ 25% share of PAGA
Payment by the total number of PAGA Period Pay Periods worked by all PAGA Settlement
Employees during the PAGA Period and (b) multiplying the result by each PAGA Settlement
Employee’s PAGA Period Pay Periods.”)

1 LWDA, including any amendments thereto, during the PAGA Period for alleged violations
2 of the California Labor Code and applicable Wage Order(s), including for (a) failure to pay
3 minimum wages, (b) failure to pay overtime wages, including at the correct regular rate of
4 pay, (c) failure to provide meal periods and associated premium pay, (d) failure to provide
5 rest periods and associated premium pay, (e) failure to provide accurate itemized wage
6 statements, (f) failure to timely pay wages during employment, (g) failure to timely pay
7 wages upon separation of employment, (h) failure to pay sick pay wages at the regular rate of
8 pay, (i) unlawful deductions from employee wages, and (j) expense reimbursement
9 violations. (Agreement at ¶¶ 5.1, 5.2). The Released PAGA Claims expressly excludes all
10 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
11 Employment and Housing Act, unemployment insurance, disability, social security, workers'
12 compensation, and California non-PAGA class claims, and PAGA claims outside of the
13 PAGA Period. (Id.)

14 5. A PAGA Counsel Fees Payment equal to one-third of the Gross PAGA
15 Settlement amount (\$149,999.00) and a PAGA Counsel Litigation Expenses Payment in an
16 amount not to exceed \$25,000, subject to this Court's approval, will be paid to PAGA
17 Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1), as
18 set forth in the Agreement.⁴ Lastly, payment to the Administrator in an amount not to
19 exceed \$14,000 to perform the administrative duties to distribute the settlement money shall
20 also be paid.

21 6. As experienced counsel, we believe that the PAGA Settlement is fair and
22 reasonable and therefore should be approved in light of Defendant's potential defenses to the
23 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
24 Settlement Amount of \$450,000 represents a gross per pay period recovery of \$23, which is
25 more than other PAGA settlements approved by courts in California. This PAGA Settlement
26 amount compares favorably to the estimated amount of PAGA penalties. With the assistance

27 ⁴ As set forth in below, PAGA Counsel incurred costs in the current amount of \$25,585.71, which is
28 more than the cost allocation in the Settlement Agreement. See ¶ 9. Subject to this Court's approval,
PAGA Counsel will only recover \$25,000.

1 of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil
2 penalties was potentially \$1,928,000 based on 19,282 pay periods applicable to the PAGA
3 Settlement Employees during the PAGA Period.^{5 6} Importantly, however, these calculations
4 were performed at the maximum statutory rate for the penalties, when in fact, it is likely that
5 any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1)
6 permits a Court to award a lesser amount than the maximum civil penalty if based on the
7 facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary
8 and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
9 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA
10 penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
11 significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the PAGA
12 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential
13 recovery of civil penalties would be only \$96,410 based on the number of pay periods during
14 the PAGA Period through May 11, 2023, which is far less than this settlement provides.

15 7. Here, Plaintiffs would need to prove that each PAGA Settlement Employee
16 suffered a violation for each period the employee worked in relation to meal or rest period
17 violations, failure to pay minimum wages, failure to pay overtime and sick pay wages,
18 failure to provide accurate itemized wage statements, failure to reimburse employees for
19 required expenses and failure to pay wages when due. As set forth above, Defendant
20 maintains that it has compliant policies, that Plaintiffs and the PAGA Settlement Employees
21 were properly compensated, and that it did not violate the Labor Code under any of
22 Plaintiffs' theories. Accordingly, Defendant disputes and denies Plaintiffs' allegations and
23

24 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
25 The valuation of \$1,928,000 is the civil penalty amount without stacking. If stacking is permitted,
26 then the valuation increases with each additional penalty added to each pay period. Plaintiffs,
27 however, are not aware of any PAGA award which permitted stacking and in the cases cited herein,
28 only one penalty per pay period was assessed.

⁶ This is the number of pay periods represented by Defendant through May 11, 2023. Plaintiffs
expect this number to increase slightly to account for pay periods worked by the PAGA Settlement
Employees through the end of the PAGA Period, i.e., August 6, 2023.

1 claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved
2 by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to
3 liability but also as to the amount of any civil penalties that could be awarded if Plaintiffs
4 prevailed. Even if Plaintiffs were to prevail on any of the claims, Defendant could argue that
5 no penalties prior to the PAGA notification should be awarded because the violations were
6 not intentional, and at least one superior court has so ruled. These defenses present a risk to
7 the PAGA claims and the potential that some or all of the PAGA penalties sought may not be
8 awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs
9 of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair
10 and reasonable. Defendant has similarly concluded that it is desirable that the action is
11 settled in the manner and upon the terms and conditions set forth in the Agreement in order
12 to avoid further expense, inconvenience and distraction of further legal proceedings, as well
13 as the uncertainty of litigation. As evidenced by the Agreement, Defendant has determined
14 that it is desirable and beneficial to put to rest the claims in this action and Defendant agrees
15 that the PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant
16 experience litigating wage and hour claims including claims for PAGA penalties, and the
17 PAGA Settlement here is similar to or greater than similar settlements that courts have
18 approved. The PAGA Settlement, along with the other terms of the proposed settlement,
19 were negotiated by experienced counsel at arm's length with the assistance of a private
20 mediator, Jeffrey Krivis. As set forth in the accompanying proof of service, the LWDA has
21 been provided notice of this motion and the PAGA settlement. The decision of the LWDA
22 to accept the PAGA Settlement and not oppose the motion should be given considerable
23 weight. This is not a situation where the Court needs to be concerned about the rights of
24 absent employees as in a class settlement, as this PAGA-only settlement does not release the
25 individual claims of absent employees other than PAGA claims, and the LWDA is a
26 sophisticated government entity that is more than able to look out for its own rights.

27 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
28 the amount of \$149,999 representing one-third of the \$450,000 Gross PAGA Settlement

1 Amount. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement
2 is supported by several factors. First, the requested fees are justified by the result achieved.
3 PAGA Counsel negotiated a recovery of \$450,000.00, and this result justifies the requested
4 fees equal to one third of this recovery. This percentage is within the standard contingent
5 recovery percentage of one-third, and this percentage is what was expressly approved by the
6 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the
7 fee award is justified by the work performed and contributions to the case. Second, the fee
8 award is justified by the work performed and contributions to the case. As detailed below at
9 ¶8, the fee award is less than PAGA Counsel's current lodestar of \$195,496.25, which means
10 the requested award is less than the lodestar incurred by PAGA Counsel (i.e a negative
11 multiplier).As detailed in the accompanying billing statement, true and correct copies of
12 which are attached hereto as Exhibit #2, the current lodestar for my firm in this court matter
13 as of May 9, 2024 is \$195,496.25 for more than 280 hours of work prosecuting the claims
14 being resolved by this Settlement.⁷ This time does not include time incurred after the billing
15 was finalized and the time spent managing the completion of the settlement, which I estimate
16 will add another \$10,000 to \$20,000 in additional lodestar. Third, the consideration of the
17 enhancement factors would justify the enhancement of the lodestar. Courts multiply the
18 lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of
19 work, and the novelty and difficulty of the issues involved. Here, where an enhancement
20 would be warranted, but the fee award is still less than the lodestar, there can be no question
21 of the reasonableness of the award.

22 9. The award of litigation expenses is based upon the actual expenses incurred by
23 Plaintiffs and PAGA Counsel, which currently are \$25,585.71. Under the Agreement cap,
24 PAGA Counsel will be recovering litigation expenses in the total amount of \$25,000 which
25 is less than actual expenses incurred by PAGA Counsel. The litigation expenses incurred by
26

27 ⁷ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
28 so Exhibit #2 consists of two billing statements, the first from Tussman covers work from
inception to June 2022, and the second from Clio covers work from June 2022 to the present.

1 my firm in the amount of \$25,585.71 were all reasonably necessary to the litigation and are
2 detailed in Exhibit #2 attached hereto.⁸

3
4 Experience and Qualifications

5 10. I have represented hundreds of thousands of employees in hundreds of legal
6 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
7 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
8 prosecution of wage and hour class action and PAGA action matters. The attorneys at
9 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
10 hundreds of contested motions for class certification including many consolidated wage and
11 hour matters.

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

26
27 ⁸ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
28 so Exhibit #2 consists of two billing statements, the first from Tussman covers expenses
from inception to June 2022, and the second from Clio covers expenses from June 2022 to
the present.

1 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
2 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
3 Labor & Employment Attorney 2016.

4 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
5 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
7 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
8 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
9 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
10 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
11 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
12 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
13 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
14 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
15 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
16 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
17 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
18 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
19 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
20 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
21 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
22 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
23 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
24 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
25 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
26 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
27 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
28 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,

1 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in
2 the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los
3 Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the
4 amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the
5 County of San Mateo, Case No. 22-CIV-01185). Based upon our significant experience
6 litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
7 excellent settlement and the PAGA Payment here is greater on a per pay period basis than
8 similar settlements that my firm has previously negotiated, and which courts have approved.

9 (c) Then Chief Judge Irma Gonzales in a consolidated class action
10 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
11 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
12 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
13 Examples of other contested actions where class certification was granted Blumenthal
14 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
15 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
16 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
17 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
18 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
19 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
20 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
21 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
22 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
23 examples of heavily contested State Court wage and hour class actions where class
24 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
25 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
26 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
27 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
28 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*

1 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v.*
2 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
3 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
4 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
5 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
6 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
7 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
8 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
9 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

1 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
2 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to
3 \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey
4 Matrix with the appropriate 2% increase adjustment for Southern California. A true and
5 correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly
6 rates have been approved by Court's throughout California, including the Courts in the
7 Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr.
8 explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with
9 those prevailing in the [relevant] community'—the Central District of California". Finally,
10 the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
11 rates with the rates of comparable counsel practicing complex and class litigation as detailed
12 in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant*
13 *Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer
14 Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
15 billing rate" are reasonable rates when compared within 21 other firms practicing in the
16 Southern District of California.) This survey is useful to show that Class Counsel's rates are
17 in line with the comparable rates of the defense counsel that opposes these types of class
18 claims, such as Mayer Brown noted above who is defense counsel in cases currently being
19 prosecuted by Class Counsel. In another example from several years ago, Sheppard Mullin
20 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
21 (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and
22 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
23 cases, in years past historically charged between \$900 and \$750 for partners and \$755 and
24 \$335 for associates. Thus, the rates charged by my firm for comparable work are less than
25 these examples and are therefore undoubtedly reasonable.

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

14. Settlement Administration – ILYM Group was selected as the Settlement Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses in the amount of \$12,250. The Declaration of Lisa Mullins verifying their qualifications and the estimate is submitted herewith. I have used ILYM Group successfully as the administrator in more than twenty prior settlements in the last couple years and know them to be competent and experienced.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of May, 2024, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Angela Thompson and Penelope Pankey (“Plaintiffs”) and defendant Fastaff, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendant captioned *Angela Thompson v. Fastaff, LLC* (Case No. 22CV39500) initiated on March 4, 2022 and pending in Superior Court of the State of California, County of Santa Clara (“*Thompson Action*”) and *Penelope Pankey v. Fastaff, LLC* (Case No. 22CV408861) initiated on December 23, 2022 and pending in Superior Court of the State of California, County of Santa Clara (“*Pankey Action*”). The *Thompson Action* and *Pankey Action* were consolidated, and the first filed *Thompson Action* was designated as the lead case and is forthwith referred to as the “Action”.
- 1.2 “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.5 “Court” means the Superior Court of California, County of Santa Clara.
- 1.6 “Defendant” means named Defendant Fastaff, LLC.
- 1.7 “Defense Counsel” means John S. Battenfeld, David J. Rashe, and Andrea L. Fellion of the law firm of Morgan, Lewis & Bockius LLP.
- 1.8 “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court; or (iii) if a petition for review is filed, the date of denial of the petition for review, or the date the order and judgment approving the settlement are affirmed by the Court pursuant to such petition.

- 1.9 “Gross PAGA Settlement Amount” means the total sum of \$450,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.10 “Individual PAGA Payment” means the PAGA Settlement Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods the PAGA Settlement Employee worked.
- 1.11 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.12 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13 “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.15 “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.
- 1.16 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.17 “PAGA Notice” means Plaintiff Angela Thompson’s October 22, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). “PAGA Notice” includes Plaintiff Angela Thompson’s Amended PAGA Notice letter to Defendant dated October 18, 2022 which added Plaintiff Penelope Pankey.
- 1.18 “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Settlement Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.19 “PAGA Pay Period” means any weekly pay period according to Defendant’s records during which a PAGA Settlement Employee worked for Defendant in California for at least one day during the PAGA Period.

- 1.20 “PAGA Period” means the period from December 29, 2020 to August 6, 2023.
- 1.21 “PAGA Settlement Employees” means all individuals who are or previously were employed by Defendant and who worked in California at a client or clients of Defendant, including through a managed service provider, in a position classified as a non-exempt employee at any time during the PAGA Period.
- 1.22 “PAGA Settlement Employee Data” means PAGA Settlement Employee identifying information in Defendant’s possession consisting of the PAGA Settlement Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.23 “PAGA Settlement Employee Address Search” means the Administrator’s search for current PAGA Settlement Employee mailing addresses using a standard skip trace, or other customary search using the name, address and/or social security number of the PAGA Settlement Employee whose mailing was undeliverable.
- 1.24 “Plaintiffs” means Angela Thompson and Penelope Pankey, the named plaintiffs in the Action.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraphs 5.2 and 5.3 below.
- 1.26 “Released Parties” means Defendant and any owner, parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, insurers, partners, investors, shareholders and attorneys thereof and all persons acting as or alleged to be joint employers or client employers or acting by, through, under or in concert with any of them, including Defendant’s clients and/or facilities where PAGA Settlement Employees worked, including through a managed service provider, as to work on an assignment while employed by Defendant.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1 On October 21, 2021, Plaintiff Thompson sent a PAGA Notice to the LWDA and Defendant providing notice of alleged violations of the California Labor Code, Sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating). Plaintiffs submitted an Amended PAGA Notice dated October 18, 2022 which added Plaintiff Penelope Pankey as a party.
- 2.2 On March 4, 2022, Plaintiff Thompson commenced the *Thompson* Action by filing a Representative Action Complaint against Defendant alleging a single cause of

action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

- 2.3 On December 23, 2022, Plaintiff Pankey commenced the *Pankey* Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.4 The *Thompson* Action and *Pankey* Action were consolidated on March 14, 2023 via stipulation between the Parties and the Court also granted Plaintiffs leave to file a First Amended Consolidated Representative Action Complaint (“FACC”). The FACC was filed in the *Thompson* Action on March 24, 2023. The FACC is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint or any prior complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5 In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements (“Individual Settlements”). Plaintiffs’ individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs’ Individual Settlements to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs’ Individual Settlements will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amounts are not disclosed publicly.
- 2.6 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.7 On June 6, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis which led to this Agreement to settle the Action.
- 2.8 Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

3. MONETARY TERMS.

- 3.1 Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$450,000.00 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the PAGA Settlement Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of

this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Settlement Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2 Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$149,999.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$14,000, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Settlement Employees: PAGA Payment in the amount of not less than \$261,001 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$195,750.75) allocated to the LWDA PAGA Payment and 25% (no less than \$65,250.25) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the total amount of the PAGA Settlement Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Settlement Employees and (b) multiplying the result by each PAGA Settlement Employee's own PAGA Pay Periods. Because the PAGA Payment is in settlement of claims for civil penalties, not wages, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms if required by applicable tax laws. PAGA

Settlement Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,725 PAGA Settlement Employees who worked a total of 19,282 PAGA Pay Periods from December 29, 2020 to May 11, 2023.
- 4.2 PAGA Settlement Employee Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Settlement Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Settlement Employee' privacy rights, the Administrator must maintain the PAGA Settlement Employee Data in confidence, use the PAGA Settlement Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Settlement Employee Data to Administrator employees who need access to the PAGA Settlement Employee Data to effect and perform under this Agreement. The Administrator shall not share the PAGA Settlement Employee Data or its contents with PAGA Counsel except that relevant information can be provided to PAGA Counsel if necessary for PAGA Counsel to respond to specific questions from PAGA Settlement Employees. If within 90 days after the Effective Date Defendant discovers that the PAGA Settlement Employee Data omitted required employee identifying information reasonably available to Defendant, Defendant will provide corrected or updated PAGA Settlement Employee Data to the Administrator as soon as reasonably feasible. The Parties and the Administrator will use reasonable efforts, in good faith, to resolve any issues related to missing or omitted PAGA Settlement Employee Data.
- 4.3 Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.
- 4.4 Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them along with a "PAGA Settlement Notice" approved by the Court (in substantially the form attached as Exhibit A) to the PAGA Settlement Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

- 4.4.2 The Administrator will conduct a PAGA Settlement Employee Address Search for all PAGA Settlement Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Settlement Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Settlement Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Settlement Employee whose original check was lost or misplaced, requested by the PAGA Settlement Employee prior to or within seven (7) days after the void date.
- 4.4.3 For any PAGA Settlement Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall within fourteen (14) days thereafter transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the individual who failed to cash their check, or if required by the Court, the Parties will agree to a mutually acceptable *cypres* beneficiary in accordance with California law.
- 4.4.4 The payment of Individual PAGA Payments is not wages and shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement Employees (such as 401(k) contributions or bonuses).

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiffs On Behalf of the LWDA. In their capacity as private attorneys general “aggrieved employees” acting on behalf of themselves and as a proxy or agent of the LWDA and State of California, Plaintiffs release and discharge Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for civil penalties, attorneys’ fees, and costs recoverable under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Consolidated Complaint, and/or the PAGA Notice letters submitted by Plaintiffs to the LWDA, including any amendments thereto, during the PAGA Period for alleged violations of the California Labor Code and applicable Wage Order(s), including for (a) failure to pay minimum wage, (b) failure to pay overtime wages, including at the correct regular rate of pay, (c) failure to provide meal periods and associated premium pay, (d) failure to provide rest periods and associated premium pay, (e) failure to provide accurate itemized wage statements, (f) failure to timely pay wages during employment, (g) failure to timely pay wages upon separation of employment, (h) failure to pay sick pay wages at the regular rate of pay, (i) unlawful deductions from employee wages, and (j) expense reimbursement violations. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful

termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California non-PAGA class claims, and PAGA claims outside of the PAGA Period. This release is in addition to Plaintiffs' separate general releases. Upon approval of this Agreement and the funding of the Settlement by Defendant, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the PAGA Released Claims in any other litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars any other action asserting any of the PAGA Released Claims against any of the Released Parties during the PAGA Period. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Employees cash their Individual PAGA Payment checks.

5.2 Release by PAGA Settlement Employees:

For and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiffs and the PAGA Settlement Employees, on behalf of themselves, and their heirs, successors, assigns, attorneys and agents, hereby release and forever discharge the Released Parties from any and all Released PAGA Claims, as defined herein, during the PAGA Period.

5.3 Release by PAGA Counsel:

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to cooperate in preparing and filing a motion for approval of this Settlement.

6.1 Plaintiffs' and PAGA Counsel Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel for review and comments as set forth below drafts of all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Settlement Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Settlement Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative

Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)).

- 6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel shall draft a motion for settlement approval within sixty (60) days after the full execution of this Agreement, and shall provide Defense Counsel's at least 10 calendar days to provide any comments to the motion, any declarations, as well as the form Settlement Notice Letter, and PAGA Counsel will reasonably consider Defense Counsel's comments and negotiate in good faith to resolve the Parties' differences, if any, before filing the motion papers. The proposed Approval Order shall be jointly prepared and approved by Counsel for the Parties.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for Approval..

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of issuing any required tax forms and providing required reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator contained in this Agreement or as otherwise required.

8. **PAGA SETTLEMENT EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of May 11, 2023, (1) there are 1,725 PAGA Settlement Employees who worked 19,282 PAGA Pay Periods during the PAGA Period up to May 11, 2023. If the actual number of PAGA Pay Periods from December 29, 2020 to August 6, 2023 reflected in the PAGA Settlement Employee Data is more than 10% of the number of estimated PAGA Pay Periods, i.e., more than 1,928 additional PAGA Pay Periods, then Defendant shall have the option to (a) increase the Gross PAGA Settlement Amount in proportion to the increase in PAGA Pay Periods that is in excess of 10% or (b) limit the end date of the release period set forth in Paragraph 5 appropriately so that the cumulative PAGA Pay Periods released do not exceed 21,210. For example, if Defendant opts to increase the Gross PAGA Settlement Amount and the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Approval Order and Judgment are consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals, except that Plaintiffs and/or Plaintiffs' Counsel may appeal any order denying or reducing their requested PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment. 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 an appeal that does not challenge the validity of the Judgment including all releases and/or the amount of the Gross PAGA Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Defendant denies each and every one of Plaintiffs' allegations in their entirety and denies that it has violated any law or legal or equitable obligation to Plaintiffs or any PAGA Settlement Employees. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits, and that this Agreement and the Approval Order and Judgment therefore cannot be a basis to assert subsequent violation penalty rates in any action or

proceeding seeking civil penalties, or to assert offensive collateral estoppel against Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit Defendant's use of the Approval Order and Judgment to establish res judicata and/or collateral estoppel in any other PAGA action.

- 10.2 The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.3 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.
- 10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.5 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, submitting supplemental evidence and supplementing points and authorities if requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Jeffrey Krivis, for resolution.
- 10.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.7 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.12 Confidentiality and Limitations on Publicity. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or public announcement of any kind related in any way to the Settlement. Plaintiffs and Plaintiffs' Counsel agree that, prior to filing of the Settlement in Court with the approval motion, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiffs. Plaintiffs understand that until the approval motion is filed, the Settlement is confidential, and they shall keep the Settlement confidential. From and after the filing of the approval motion, Plaintiffs and Plaintiffs' Counsel may disclose the Settlement: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as counsel representing the interests of the State and the PAGA Settlement Employees. Further, Plaintiffs' Counsel may disclose the name of the Parties in the Actions, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement. Nothing in this Paragraph is intended to interfere with Plaintiffs' Counsel's duties and obligations to faithfully discharge their duties as counsel in this action.
- 10.13 Use and Return of Mediation Information. Information including data provided to PAGA Counsel pursuant to Cal. Evid. Code § 1119 and/or 1152, and all copies and summaries of the data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be disclosed or 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, Plaintiffs shall destroy all paper and electronic versions of such information received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of the information Settlement.

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

To Plaintiffs: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: MORGAN, LEWIS & BOCKIUS LLP
 John S. Battenfeld
 john.battenfeld@morganlewis.com
 300 South Grand Avenue
 Twenty-Second Floor
 Los Angeles, CA 90071-3132
 Telephone: (213) 612-2500
 Facsimile: (213) 612-2501

MORGAN, LEWIS & BOCKIUS LLP
David J. Rashe
david.rashe@morganlewis.com
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Telephone: (714) 830-0600
Facsimile: (714) 830-0700

MORGAN, LEWIS & BOCKIUS LLP
Andrea Fellion
andrea.fellion@morganlewis.com

One Market, Spear Street Tower
San Francisco, California 94105-1596
Telephone: +1.415.442.1000
Facsimile: +1.415.442.1001

- 10.17 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.19 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant
- 10.20 Representation. Plaintiffs' Counsel represents that other than Plaintiffs themselves, they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints or other matters against Defendant.
- 10.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 they agree to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties can attempt to renegotiate a settlement or resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 16, 2023



Angela Thompson (Nov 16, 2023 12:09 CST)

Plaintiff Angela Thompson

Dated: Nov 14, 2023

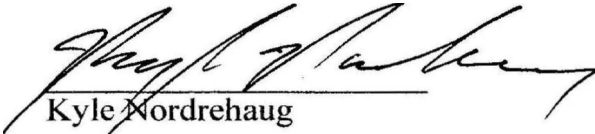

Penelope Pankey (Nov 14, 2023 11:27 PST)
Plaintiff Penelope Pankey

Dated: 2/1/2024

DocuSigned by:

C60103027E8E48C...
Marc Bonora, General Counsel
[name]
For Defendant Fastaff, LLC

Dated: 11/15/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 2/1/2024

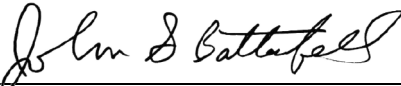

John S. Battenfeld
Morgan Lewis & Bockius LLP
Attorneys for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

MAY 9, 2024

ANGELA THOMPSON

RE: US NURSING
FILE NUMBER: CA2525.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/21/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS. CONFERENCE WITH PLAINTIFF THOMPSON.	3.30	850	2,805.00
09/26/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS. DISCUSS FACTS SURROUNDING THE SIGNING OF AGREEMENT WITH PLAINTIFF. LEGAL RESEARCH REGARDING ENFORCEABILITY AND PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.90	850	3,315.00
09/28/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW AND ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME CLAIMS. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	4.50	850	3,825.00
09/29/21	ND	REVIEW AND ANALYZE OFF THE CLOCK AND 2802 REIMBURSEMENT CLAIMS. ANALYZE DOCS AND EMAILS FROM CLIENT REGARDING RETALIATION AND DISCRIMINATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS.	3.40	850	2,890.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/01/21	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	5.70	850	4,845.00
10/05/21	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
10/07/21	SB	REVIEW PRIOR FILINGS V. DEFENDANT, ADVISE ND	2.80	450	1,260.00
10/12/21	SB	DRAFT COMPLAINT	2.80	450	1,260.00
10/15/21	SB	REVIEW/REVISE COMPLAINT IN LIGHT OF CONVERSATIONS WITH CLIENT, ADVISE ND	2.80	450	1,260.00
10/26/21	SB	ADD CLIENT'S INDIVIDUAL CLAIMS, ADVISE ND	2.80	450	1,260.00
11/01/21	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
11/01/21	ND	REVIEW AND REVISE PAGA NOTICE AND CASE NOTES. DISCUSS WITH S. BLUMENTHAL.	1.90	850	1,615.00
12/15/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR ADDITIONAL PLAINTIFF. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND FACTS. REVIEW AND REVISE COMPLAINT.	2.90	850	2,465.00
12/23/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
12/29/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
03/01/22	RE	REVIEW CASE NOTES & DAMAGE ANALYSIS; REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENT/1198.5 RESPONSE	3.00	675	2,025.00
03/02/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.50	675	1,687.50
03/02/22	RE	DRAFT SUMMONS, CIVIL COVER SHEET & ADDENDUM/STATEMENT OF	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LOCATION RE CLASS ACTION			
03/02/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.50	675	337.50
03/03/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE OF ASSIGNMENT, MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
03/03/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	675	2,700.00
03/03/22	RE	DRAFT SUMMONS & CIVIL CASE COVER SHEET RE PAGA ONLY ACTION	0.50	675	337.50
03/03/22	ND	ANALYZE PAGA NOTICE AND CASE FILE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFFS.	2.20	850	1,870.00
03/04/22	RE	REVIEW, EDIT & FINALIZE PAGA ONLY COMPLAINT	0.50	675	337.50
03/04/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; CONFER W AJ RE VENUE, FILE IN SANTA CLARA SUP. CT.	0.75	675	506.25
03/04/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE PAGA ONLY ACTION; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC.	0.50	675	337.50
03/04/22	RE	PROVIDE NOTICE TO LWDA OF PAGA FILING	0.40	675	270.00
03/09/22	CL	[PAGA] RECEIPT AND REVIEW ORDER DEEMING CASE COMPLEX.	0.20	750	150.00
03/10/22	RE	REVIEW ORDER RE COMPLEX DESIGNATION; DRAFT NOTICE OF PAYING COMPLEX FEE; SUBMIT TO KNOX FOR FILING	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/19/22	RE	DRAFT FIRST AMENDED COMPLAINT	1.50	675	1,012.50
04/19/22	RE	EMAIL TO ND RE FIRST AMENDED COMPLAINT	0.30	675	202.50
04/19/22	RE	FILE FIRST AMENDED COMPLAINT	0.50	675	337.50
04/20/22	RE	EMAIL TO TEAM VR AR RE FILING OF FIRST AMENDED COMPLAINT	0.30	675	202.50
04/20/22	AR	RECEIVE AND REVIEW AMENDED PLEADINGS; DRAFT MULTIPLE CORRESPONDENCE WITH RE AND AC REGARDING THE SAME.	0.70	550	385.00
04/22/22	RE	REVIEW DOCKET; PULL AND REVIEW INITIAL STATUS CONFERENCE ORDER AND MINUTE ORDER; MEMO TO FIRM RE SAME	0.40	675	270.00
04/22/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00
04/22/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; SEND OUT FOR SERVICE VIA KNOX	0.60	675	405.00
04/29/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE CLASS ACTION IN LA SUP. CT.; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
04/29/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY IN SANTA CLARA; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/06/22	AR	REVIEW AND OUTLINE FILE AND DOCUMENTS FOR CLAIMS ANALYSIS IN ADVANCE OF DRAFTING DISCOVERY REQUESTS; DRAFT SUMMARY.	1.50	550	825.00
05/23/22 15	VR	REVIEW CASE STATUS, COURT'S ORDERS AND DOCKET; REVIEW	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT AND DOCUMENTS; ADVISE AGR			
06/02/22	JH	REVIEW FILE AND CASE NOTES IN PREPARATION FOR INITIAL CMC; DISCUSS WITH VR	0.70	750	525.00
06/02/22 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW REMOVAL PAPERS; REVIEW STATUS OF CASE; ADVISE JH	1.00	750	750.00
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		2.20 hr @ 550.00	\$	1,210.00	
CHRISTINE LEVU		0.20 hr @ 750.00	\$	150.00	
JEFF HERMAN		0.70 hr @ 750.00	\$	525.00	
NICK DEBLOUW		27.80 hr @ 850.00	\$	23,630.00	
RICO EHMANN		19.65 hr @ 675.00	\$	13,263.75	
SCOTT BLUMENTHAL		22.00 hr @ 450.00	\$	9,900.00	
VICTORIA RIVAPALACIO		2.50 hr @ 750.00	\$	1,875.00	
TOTAL PROFESSIONAL SERVICES			75.05		<u>\$ 50,553.75</u>
COSTS ADVANCED					
10/22/21	PAGA FILING FEE				75.00
03/03/22	ONELEGAL/COURT FILING FEE				1,494.01
03/04/22	ONELEGAL/COURT FILING FEE				466.16
03/31/22	KNOX ATTORNEY SERVICES				1,131.75
04/22/22	COURT FEE/FEE FOR ORDER FROM DOCKET				7.00
04/30/22	MESSENGER - KNOX				148.05
04/30/22	MESSENGER - KNOX				<u>110.45</u>
TOTAL COSTS ADVANCED					<u>\$ 3,432.42</u>
TOTAL CURRENT CHARGES					<u>\$ 53,986.17</u>

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/09/2024
Due On: 06/08/2024

Angela Thompson
2125 Brazos Dr
Frisco, TX 75033

CA2525

Fastaff, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/16/2022	Draft: draft motion for remand; review local rules and FRCP re remand and motion filing; legal research re CAFA	2.60	\$750.00	\$1,950.00
Service	06/17/2022	Review and outline file and docket for status in advance of meet and confer teleconference; draft summary.	0.80	\$550.00	\$440.00
Service	06/18/2022	Draft: draft motion for remand; legal research re remand and central district; research CAFA	4.00	\$750.00	\$3,000.00
Service	06/19/2022	Draft: draft motion for remand; legal research re remand and central district	4.00	\$750.00	\$3,000.00
Service	06/20/2022	Draft: draft motion for remand; draft supporting documents; advise AGR and ASC	3.50	\$750.00	\$2,625.00
Service	06/21/2022	Review and outline file for onboarding in advance of meet and confer call; draft summary.	0.80	\$550.00	\$440.00
Service	06/24/2022	Multiple correspondence with VR and opposing counsel regarding Rule 26f conference.	0.40	\$550.00	\$220.00
Service	06/24/2022	Review and Revise: review and revise motion for remand; finalize	1.80	\$750.00	\$1,350.00
Service	06/27/2022	Review local rules; multiple correspondence regarding appearance.	0.50	\$550.00	\$275.00
Service	07/07/2022	Draft: draft joint statement; correspondence to def;	1.80	\$750.00	\$1,350.00

		review docs and complaint			
Service	07/08/2022	Receipt and Review of Correspondence: review correspondence between parties; review proposed joint statement; follow up	1.00	\$750.00	\$750.00
Service	07/12/2022	Multiple follow up correspondence regarding joint case management statement.	0.50	\$550.00	\$275.00
Service	07/12/2022	Review and Revise: joint CMC statement; finalize and file and serve; advise AGR; follow up	1.10	\$750.00	\$825.00
Service	07/12/2022	Draft POS, finalize, file and serve Jt CMS via One Legal// circulate	0.50	\$250.00	\$125.00
Service	07/13/2022	Review and outline docket and joint statement in advance of CMC; draft summary.	0.60	\$550.00	\$330.00
Service	07/13/2022	Prepare for and attend CMC; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	07/13/2022	Review and Analyze: review discovery and status of case; review CMC statement; review and update case notes; advise AGR	2.30	\$750.00	\$1,725.00
Service	07/14/2022	Review and Analyze: CMC statement and status of case; review PAGA status and arbitration agreement; advise AGR; review court's orders at CMC	0.70	\$750.00	\$525.00
Service	07/18/2022	Multiple correspondence with VR regarding status of 26f conference; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	07/30/2022	Draft: opposition to motion to dismiss; legal research re mtd and def's cites	7.00	\$750.00	\$5,250.00
Service	07/31/2022	Draft: opp to motion to dismiss; draft declaration in support of opp; legal research re dismiss and Sonner	4.00	\$750.00	\$3,000.00
Service	08/01/2022	Review and Revise: review and revise opp to MTD and supporting declaration; finalize for filing	1.20	\$750.00	\$900.00
Service	08/05/2022	Review and Revise: review and revise reply in support of remand	4.50	\$750.00	\$3,375.00
Service	08/12/2022	Receipt and review Defendant's Motion to Stay Action.	0.30	\$750.00	\$225.00
Service	08/12/2022	Receipt and Review of Correspondence: review defendant's proposed briefing schedule re motion to stay; review correspondence from Def; advise CL	2.00	\$750.00	\$1,500.00
Service	09/09/2022	Review order; legal research on issues; memo to partners	1.00	\$950.00	\$950.00
Service	09/09/2022	Review and analyze Judge Wilson's order dismissing the complaint without leave to amend; Discuss with AJ, Kyle, Nick and Norm re: same.	0.60	\$750.00	\$450.00
Service	09/12/2022	Discuss discovery pending motion to stay with AJ.	0.30	\$750.00	\$225.00

Service	09/13/2022	[PAGA] Email to J. Battenfield re: request to withdraw Defendant's Motion to Stay.	0.30	\$750.00	\$225.00
Service	09/16/2022	Review and Analyze: review case notes and complaint; review status of case; review PAGA letter; advise NDB	1.20	\$750.00	\$900.00
Service	09/19/2022	correspondence to plaintiffs; review case notes and complaint; review status of case and PAGA letter; advise CTL	1.00	\$750.00	\$750.00
Service	09/20/2022	Email from D. Rashe re: confirmation that we do not intend on appealing order dismissing class action; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	09/22/2022	Email to D. Rashe re: withdrawal of PAGA motion to stay.	0.20	\$750.00	\$150.00
Service	09/23/2022	Review and Revise: review and revise complaint; review and revise PAGA letter	1.80	\$750.00	\$1,350.00
Service	09/26/2022	Review and Revise: review and revise complaint; amend complaint; review correspondence from plaintiffs; follow up; advise CTL	3.00	\$750.00	\$2,250.00
Service	10/03/2022	Review and Revise: review amended complaint and status; correspondence to plaintiff; follow up	1.50	\$750.00	\$1,125.00
Service	10/07/2022	Revise and finalize Stipulation to Withdraw Motion to Stay.	0.50	\$750.00	\$375.00
Service	10/07/2022	Emails from/to D. Rashe re: Stipulation to Withdraw Motion to Stay.	0.30	\$750.00	\$225.00
Service	10/10/2022	Review and analyze Order granting withdrawal of motion to stay.	0.30	\$750.00	\$225.00
Service	10/10/2022	Review and Revise: review and revise FAC; finalize for filing	0.80	\$750.00	\$600.00
Service	10/12/2022	[Class] Receipt and review Order Dismissing Class Action.	0.20	\$750.00	\$150.00
Service	10/17/2022	Review and revise draft FAC; advise TR	0.40	\$950.00	\$380.00
Service	10/17/2022	Email to D. Rashe re: Joint Case Management Statement.	0.30	\$750.00	\$225.00
Service	10/17/2022	Review and Revise: review and revise FAC; advise KN	2.10	\$750.00	\$1,575.00
Service	10/18/2022	Email from D. Rashe re: meet and confer re: case management statement.	0.20	\$750.00	\$150.00
Service	10/18/2022	Review and Revise: review and revise FAC; review PAGA requirements; advise ASC	1.50	\$750.00	\$1,125.00
Service	10/19/2022	Telephone call with D. Rashe re: early mediation and case management statement.	0.30	\$750.00	\$225.00

Service	10/19/2022	Email to D. Rashe re: early mediation and case management statement.	0.20	\$750.00	\$150.00
Service	10/21/2022	Review and outline file for status in advance of CMC; draft summary.	0.60	\$550.00	\$330.00
Service	10/21/2022	Receipt and review revisions re: joint status conference statement; Emails to/from D. Rashe re: revisions to same.	0.40	\$750.00	\$300.00
Service	10/21/2022	Receipt and review Notice of Rescheduling CMC.	0.30	\$750.00	\$225.00
Service	11/07/2022	Receipt and review Answer to Complaint.	0.30	\$750.00	\$225.00
Service	11/08/2022	Receive and review pleadings; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	12/14/2022	Correspondence with CTL and AB regarding status of CMS.	0.40	\$550.00	\$220.00
Service	12/15/2022	Revise Joint Case Management Statement.	0.40	\$750.00	\$300.00
Service	12/15/2022	Review file; review amended paga notice; email to team re next steps re amended paga notice	0.40	\$675.00	\$270.00
Service	12/15/2022	Review file and orders for status; draft joint status report; correspondence with CTL regarding mediation.	1.00	\$550.00	\$550.00
Service	12/15/2022	Multiple correspondence with AB regarding mediation.	0.30	\$550.00	\$165.00
Service	12/16/2022	Multiple correspondence with opposing counsel regarding mediation and joint statement; receive and review revisions to joint statement; revise, finalize, file and serve joint statement.	0.80	\$550.00	\$440.00
Service	12/20/2022	Review docket for status of CMC; draft follow up correspondence regarding appearance.	0.30	\$550.00	\$165.00
Service	12/21/2022	Review file and docket in preparation for hearing.	0.30	\$550.00	\$165.00
Service	12/21/2022	Attend CMC; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	12/21/2022	Draft Stipulation for Leave to File FAC.	0.90	\$750.00	\$675.00
Service	12/21/2022	Email to D. Rashe re: Stipulation for Leave to File FAC.	0.30	\$750.00	\$225.00
Service	12/22/2022	Draft Complaint for Plaintiff Pankey.	2.70	\$750.00	\$2,025.00
Service	12/29/2022	Email from D. Rashe re: request to stipulate to add Pankey to Complaint after we filed a separate PAGA action.	0.40	\$750.00	\$300.00
Service	12/29/2022	Email form D. Rashe re: Jeff Ross mediation dates and our telephone call with him re: mediation.	0.30	\$750.00	\$225.00
Service	12/30/2022	Email from D. Rashe requesting mediation availability from Jeff Ross.	0.30	\$750.00	\$225.00

Service	01/03/2023	Discuss amended paga letter with CTL re upload Complaint re Pankey to LWDA, CTL to check with NDB	0.50	\$250.00	\$125.00
Service	01/03/2023	Confirm to NDB amende letter on behald of Pankey was sent on 10/18/22	0.20	\$250.00	\$50.00
Service	01/04/2023	Review and analyze Notice of Further Case Management Conference.	0.30	\$750.00	\$225.00
Service	01/04/2023	Upload Pankey Complaint to LWDA website and save confirmation in the file	0.20	\$250.00	\$50.00
Service	01/09/2023	Check if order deeming case complex issued, not yet	0.10	\$250.00	\$25.00
Service	01/10/2023	Email from Battenfeld re: mediation with Mark Rudy, Jeff Krivis or Lisa Klerman.	0.20	\$750.00	\$150.00
Service	01/11/2023	[Pankey] Review and analyze docket re: notice of case management conference in Pankey action.	0.30	\$750.00	\$225.00
Service	01/11/2023	[Pankey] Review and analyze Order Deeming Case Complex.	0.30	\$750.00	\$225.00
Service	01/15/2023	Prepare documents for service of process re paga action/pinkey; identify registered agent; send out for service via Knox; advise team	0.75	\$675.00	\$506.25
Service	01/17/2023	Finalize Notice of Posting Complex Fees.	0.20	\$750.00	\$150.00
Service	01/17/2023	Draft ntc of complex fee and POS, file via knox, serve via email on OPC, circulate	1.00	\$250.00	\$250.00
Service	01/20/2023	File Proof of service of summons re Pankey; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	01/23/2023	Review status of case and update spreadsheet re complaint served, FC up to date	0.20	\$250.00	\$50.00
Service	02/02/2023	Calendar reminder to bates stamp docs for mediation	0.20	\$250.00	\$50.00
Service	02/08/2023	Review and outline pleadings for claims in separate actions in advance of drafting mediation data request.	0.70	\$550.00	\$385.00
Service	02/08/2023	Begin drafting mediation data request.	1.00	\$550.00	\$550.00
Service	02/09/2023	Bates stamp docs	1.00	\$250.00	\$250.00
Service	02/10/2023	Review and outline Plaintiff and Defendant documents; organize by claims and create exhibit book.	1.70	\$550.00	\$935.00
Service	02/10/2023	Revise mediation data request and submit to AB for review.	0.40	\$550.00	\$220.00
Service	02/13/2023	Revise and finalize mediation data request pursuant to correspondence with AB; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	02/15/2023	Email from D. Rashe re: meet and confer re: stipulation	0.30	\$750.00	\$225.00

		to consolidate.			
Service	02/15/2023	Emails from/to D. Rashe re: extension to respond to Pankey Complaint and meet and confer re: stipulation to consolidate Pankey and Thompson action.	0.30	\$750.00	\$225.00
Service	02/28/2023	Draft First Amended Consolidated Complaint.	0.60	\$750.00	\$450.00
Service	02/28/2023	Draft and revise Stipulation to File First Amended Consolidated Complaint.	0.90	\$750.00	\$675.00
Service	02/28/2023	Email to D. Rashe re: Stipulation to File First Amended Consolidated Complaint.	0.30	\$750.00	\$225.00
Service	02/28/2023	Draft stip to consolidate cases and cover sheet, email to CTL for review	1.20	\$250.00	\$300.00
Service	03/10/2023	Finalize First Amended Consolidated Complaint.	0.40	\$750.00	\$300.00
Service	03/10/2023	Finalize Stipulation to Leave to File First Amended Consolidated Complaint.	0.80	\$750.00	\$600.00
Service	03/20/2023	Receipt and review Notice of Rescheduled CMC.	0.20	\$750.00	\$150.00
Service	03/21/2023	Receipt and review notice of rescheduling Case Management.	0.20	\$750.00	\$150.00
Service	03/23/2023	Finalize First Amended Complaint.	0.30	\$750.00	\$225.00
Service	04/17/2023	Email from C. Hoxie re: mediation with J. Krivis.	0.20	\$750.00	\$150.00
Service	04/24/2023	Review file for status of production; follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	05/01/2023	Review and analyze data produced for mediation purposes. Review case file and discovery to date. Analyze facts and law. Prepare for mediation.	4.70	\$850.00	\$3,995.00
Service	05/02/2023	Analyze all pay stubs exemplars for 226(a) and overtime claims. Legal research regarding recent court opinions regarding the same.	3.80	\$850.00	\$3,230.00
Service	05/02/2023	Confirm docs bates stamped, calendar reminder to FUwOPC re med docs	0.30	\$250.00	\$75.00
Service	05/05/2023	Calls with both Plaintiffs regarding facts for mediation brief, settlement authority and process of mediation. Review and analyze 2802 and per diem claims. Legal research.	3.30	\$850.00	\$2,805.00
Service	05/09/2023	Review and outline file for status of mediation data; draft correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	05/11/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/12/2023	Multiple follow up correspondence with opposing counsel regarding mediation timeline, briefs, and data	0.30	\$550.00	\$165.00

		request.			
Service	05/12/2023	Review facts and law. Draft mediation brief.	6.00	\$850.00	\$5,100.00
Service	05/16/2023	Follow up correspondence with opposing counsel regarding mediation documents.	0.40	\$550.00	\$220.00
Service	05/18/2023	Update mediation spreadsheet per AJ; organize and update documents; draft follow up correspondence.	1.50	\$550.00	\$825.00
Service	05/19/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/22/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/22/2023	Review and organize Plaintiff documents; update file.	1.50	\$550.00	\$825.00
Service	05/22/2023	Review previous PAGA only settlements with similar pay periods and claims for mediation valuation. Analyze Defendant's wage and hour policy docs. Review and revise mediation brief.	5.00	\$850.00	\$4,250.00
Service	05/25/2023	Multiple follow up correspondence regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/25/2023	Review file; review and organize additional documents for mediation; teleconference with RH regarding the same.	0.80	\$550.00	\$440.00
Service	05/25/2023	Correspondence from David Rashe re mediation data production.	0.10	\$675.00	\$67.50
Service	05/26/2023	Receive and review documents in advance of mediation; correspondence with expert; update mediation matrix.	0.40	\$550.00	\$220.00
Service	05/26/2023	Correspondence from David Rashe re Defendant's document and data production for mediation.	0.10	\$675.00	\$67.50
Service	05/26/2023	Correspondence to Defendant's counsel re request data and document request in preparation for mediation.	0.20	\$675.00	\$135.00
Service	05/26/2023	Confirm docs bates stamped for mediation // update spreadsheet re class list info	0.40	\$250.00	\$100.00
Service	05/30/2023	Correspondence to Defendant regarding follow up on status of mediation data request.	0.20	\$675.00	\$135.00
Service	05/30/2023	Review docs, analyze re settlement issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	05/31/2023	Comprehensive review of relevant file materials, including mediation data request, related correspondence, and sets of documents from clients and produced by Defendant to ascertain all outstanding items for mediation; preparation of correspondence to Defendant to follow up regarding outstanding	2.30	\$675.00	\$1,552.50

		documents/data for mediation.			
Service	05/31/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	05/31/2023	PhMwRH re mediation data request	0.30	\$250.00	\$75.00
Service	06/01/2023	Correspondence from David Rashe regarding response to mediation data request and cursory review and analysis of lengthy (60,000 row spreadsheet) payroll data; determination of sufficiency of same; develop plan re: outstanding items; and update case notes.	0.90	\$675.00	\$607.50
Service	06/01/2023	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/01/2023	PhMwRH re mediation data	0.20	\$250.00	\$50.00
Service	06/02/2023	Analyze mediation brief and all exhibits attached thereto. Prepare for mediation. Status update to Plaintiffs.	2.90	\$850.00	\$2,465.00
Service	06/02/2023	Analyse mediaton data, email RH re no. of worker ids	0.50	\$250.00	\$125.00
Service	06/05/2023	Review file for status of mediation data; review expert report; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	06/06/2023	Appear for mediation.	8.00	\$895.00	\$7,160.00
Service	06/06/2023	Review MOU, analyze re settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	06/06/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	06/21/2023	Review and outline file; draft joint case management statement in Thompson matter.	1.30	\$550.00	\$715.00
Service	06/21/2023	Review and outline file; draft joint case management statement in Pankey matter.	0.60	\$550.00	\$330.00
Service	06/22/2023	Update joint case management statement; submit to opposing counsel for review; multiple follow up correspondence regarding the same; review file for status of MOU.	0.80	\$550.00	\$440.00
Service	06/23/2023	Multiple follow up correspondence with opposing counsel regarding status of MOU.	0.30	\$550.00	\$165.00
Service	06/23/2023	Revise, finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
Service	06/26/2023	Receipt and review of notice of rescheduled case management conference.	0.10	\$675.00	\$67.50
Service	06/28/2023	Review and analyze memorandum of understanding; Email to D. Rashe requesting confirmation of Class Members for purposes of obtaining estimates for settlement administration.	0.40	\$750.00	\$300.00
Service	06/28/2023	Review and analyze MOU terms and mediation notes.	1.40	\$850.00	\$1,190.00

		Send MOU for signatures.. Calls with two plaintiffs regarding MOU terms. Follow up to obtain signatures.			
Service	06/28/2023	Run fees and costs	0.30	\$250.00	\$75.00
Service	07/05/2023	Review & analyze MOU; confer w NB/KN re drafting of long form PAGA and individual Agreements	0.50	\$675.00	\$337.50
Service	07/07/2023	Email from D. Rashe re: request for updated aggrieved employees for bid.	0.20	\$750.00	\$150.00
Service	07/07/2023	Telephone call to D. Rashe re: updated aggrieved employees for bid.	0.20	\$750.00	\$150.00
Service	07/07/2023	Email to D. Rashe re: updated aggrieved employees for bid to be sent shortly and telephone conversation.	0.20	\$750.00	\$150.00
Service	07/07/2023	Email to M. Sutherland re: ILYM bid administration.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email from M. Sutherland re: ILYM bid receipt.	0.10	\$750.00	\$75.00
Service	07/07/2023	Review emails and MOU; advise staff; send correction to Admin	0.50	\$950.00	\$475.00
Service	07/10/2023	Update spreadsheet re MOU signed, confirmed case added to settlements spreadhseet // update no. of PAGA st EEs	0.20	\$250.00	\$50.00
Service	07/15/2023	Review file; draft long form PAGA Settlement Agreement	4.50	\$675.00	\$3,037.50
Service	07/15/2023	Review file; draft individual long form Agreement re Angela Thompson	2.00	\$675.00	\$1,350.00
Service	07/15/2023	Review file; draft individual long form Agreement re Penelope Pankey	2.00	\$675.00	\$1,350.00
Service	07/17/2023	Review & revise long form PAGA Agreement draft; email to OPC with draft for OPC review & individual agreements	0.50	\$675.00	\$337.50
Service	07/28/2023	Review file; email to OPC re status of long form Agreements	0.30	\$675.00	\$202.50
Service	08/02/2023	Review file; follow up with OPC re review of draft Agreements/proposed revisions	0.30	\$675.00	\$202.50
Service	08/21/2023	Preparation for pending deadline to file Joint Case Management Statement by comprehensive review of relevant file materials, and determination as to overall case status and specific status of settlement efforts.	0.50	\$675.00	\$337.50
Service	08/23/2023	Correspondence from Andrea Fellion re status of settlement agreement.	0.10	\$675.00	\$67.50
Service	08/24/2023	Draft of Joint Further Case Management Statement; and correspondence to Defendant's counsel re same.	0.60	\$675.00	\$405.00

Service	08/25/2023	Correspondence to Defendant's counsel re comments/ revisions to draft Joint Case Management Statement.	0.20	\$675.00	\$135.00
Service	08/25/2023	Finalization, execution, service, and filing of Parties' Joint Case Management Statement; and correspondence with Defendant's counsel re same.	0.50	\$675.00	\$337.50
Service	08/25/2023	PAGA - Review status of case, confirm hearing still on calendar 8/30/23, set up remote appearance for AGR	0.20	\$250.00	\$50.00
Service	08/29/2023	Receipt and review of Notice of Rescheduled Case Management Conference.	0.10	\$675.00	\$67.50
Service	08/29/2023	Receipt and review Notice of rescheduled CMC	0.20	\$750.00	\$150.00
Service	08/29/2023	Receipt and review Notice of rescheduled CMC	0.20	\$750.00	\$150.00
Service	08/29/2023	Retrieve and review order from Court regarding CMC; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	09/11/2023	Review OPC's redline changes to long form PAGA Agreement; memo to KN re same	2.00	\$675.00	\$1,350.00
Service	10/20/2023	Review defendant's revisions to Agreement; review notes from RE; review Admin bids; review and revise agreement; email to Def.	2.50	\$950.00	\$2,375.00
Service	10/21/2023	Review defendant's revisions to Agreement; review notes from RE; review Admin bids; review and revise agreement; email to Def.	2.50	\$950.00	\$2,375.00
Service	11/10/2023	Review Defendant's revisions to agreement; perform final review of agreement; prepare final agreement and email Defendant	1.50	\$950.00	\$1,425.00
Service	11/28/2023	Review, edit & finalize first draft of Motion to Approve PAGA Settlement; draft proposed Order; email to KN for review	2.25	\$675.00	\$1,518.75
Service	12/01/2023	Email to/from D. Rashe re: meet and confer re Joint CMS; Draft Joint CMS.	0.80	\$750.00	\$600.00
Service	12/01/2023	Email to/from D. Rashe re: revisions to Joint CMS; finalize Joint CMS.	0.40	\$750.00	\$300.00
Service	12/04/2023	Receipt and review Notice of rescheduled CMC .	0.20	\$750.00	\$150.00
Service	01/12/2024	Multiple correspondence with RE regarding status of settlement; review file and draft timeline.	0.60	\$550.00	\$330.00
Service	01/22/2024	Review status; work on approval issues; memo to staff	0.50	\$950.00	\$475.00
Service	01/22/2024	[PAGA] Email to complex court clerk, Rowena Walker, with request for hearing date for Motion to Approve PAGA Settlement.	0.20	\$250.00	\$50.00
Service	01/23/2024	Review and revise draft motion and proposed order; email draft motion to Defendant.	1.50	\$950.00	\$1,425.00

Service	01/24/2024	Email to complex court clerk, Rowena Walker, confirming 6/5 hearing date for Motion to Approve PAGA Settlement.	0.20	\$250.00	\$50.00
Service	01/25/2024	Review & analyze Pankey & Thompson individual Agreement redline revisions from OPC; email to KN re same	1.50	\$675.00	\$1,012.50
Service	02/01/2024	Review file; email/follow up with OPC re Def signature on PAGA Agmt	0.20	\$675.00	\$135.00
Service	02/09/2024	Emails to Plaintiffs Pankey and Thompson re individual settlement agreement	0.30	\$675.00	\$202.50
Service	03/04/2024	Review final revisions from Defendant; advise RE	0.50	\$950.00	\$475.00
Service	03/14/2024	Receive and sent email to C. Johnson re hearing reservation for settlement approval, review court's docket	0.20	\$450.00	\$90.00
Service	03/22/2024	Revise individual agreements of both plaintiffs re ADEA/OWBPA; send revised agreements to OPC for review	0.75	\$675.00	\$506.25
Service	03/25/2024	Review and Analyze: review and analyze settlement agreement; review docket and court's orders; advise KN	0.40	\$750.00	\$300.00
Service	04/04/2024	Review email from OPC re individual agreements; review file; email to OPC re individual agreement edits	0.50	\$675.00	\$337.50
Service	04/04/2024	Review email from OPC; phone conference with OPC re revisions to individual agreement; email to OPC re same	0.40	\$675.00	\$270.00
Service	04/08/2024	Revise individual agreements per discussion with OPC last week; email to OPC w revised Ind. Agmt drafts	0.50	\$675.00	\$337.50
Service	05/09/2024	Review and revise motion for PAGA approval; update proposed order	1.50	\$950.00	\$1,425.00
Service	05/09/2024	Draft declaration ISO motion; review billing for accuracy; prepare exhibits	3.00	\$950.00	\$2,850.00
Services Subtotal				\$144,942.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/20/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	04/29/2022	Onelegal/Filing Fee	1.00	\$18.76	\$18.76
Expense	04/29/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19

Expense	04/30/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	05/03/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	07/01/2022	Lexis Nexis	1.00	\$396.00	\$396.00
Expense	07/05/2022	Lexisnexis	1.00	\$276.00	\$276.00
Expense	07/08/2022	CourtCall appearance fee.	1.00	\$94.00	\$94.00
Expense	07/12/2022	filing via OneLegal	1.00	\$20.82	\$20.82
Expense	08/31/2022	Lexis Nexis	1.00	\$696.00	\$696.00
Expense	09/01/2022	Lexis Nexis	1.00	\$63.00	\$63.00
Expense	12/16/2022	OneLegal filing fee.	1.00	\$21.85	\$21.85
Expense	01/13/2023	Lexis Nexis	1.00	\$1,035.00	\$1,035.00
Expense	01/19/2023	Onelegal/court fees	1.00	\$19.22	\$19.22
Expense	01/20/2023	Onelegal/court fees	1.00	\$41.44	\$41.44
Expense	01/31/2023	Knox	1.00	\$58.55	\$58.55
Expense	01/31/2023	Knox	1.00	\$1,132.75	\$1,132.75
Expense	02/02/2023	Lexis Nexis.	1.00	\$1,352.00	\$1,352.00
Expense	02/14/2023	Mediation Fees - Krivis	1.00	\$10,000.00	\$10,000.00
Expense	03/01/2023	Lexis Nexis.	1.00	\$143.00	\$143.00
Expense	03/13/2023	One Legal -Stipulation and Order	1.00	\$39.89	\$39.89
Expense	04/03/2023	Lexis Nexis	1.00	\$187.00	\$187.00
Expense	05/01/2023	Lexis Nexis	1.00	\$176.00	\$176.00
Expense	06/02/2023	Lexisnexis	1.00	\$242.00	\$242.00
Expense	06/08/2023	Berger Consulting Fee	1.00	\$3,900.00	\$3,900.00
Expense	06/24/2023	OneLegal filing fee.	1.00	\$22.31	\$22.31
Expense	07/03/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	08/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	08/25/2023	OneLegal filing fee	1.00	\$19.22	\$19.22
Expense	09/01/2023	Lexis Nexis	1.00	\$253.00	\$253.00
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	12/01/2023	One Legal Filing	1.00	\$19.22	\$19.22
Expense	12/03/2023	LexisNexis	1.00	\$187.00	\$187.00

Expense	01/02/2024	LexisNexis	1.00	\$209.00	\$209.00
Expense	02/05/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	03/04/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	04/01/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	05/10/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$22,153.29	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Norm Blumenthal	4.25	\$995.00	\$4,228.75
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	27.1	\$850.00	\$23,035.00
Ricardo Ehmann	20.15	\$675.00	\$13,601.25
Randy Hy	5.9	\$675.00	\$3,982.50
Christine LeVu	19.6	\$750.00	\$14,700.00
Kyle Nordrehaug	15.4	\$950.00	\$14,630.00
Victoria Rivapalacio	54.8	\$750.00	\$41,100.00
Andrew Ronan	26.2	\$550.00	\$14,410.00
Adolfo Sanchez Contreras	0.2	\$450.00	\$90.00
Adolfo Sanchez Contreras	7.5	\$250.00	\$1,875.00
Yesenia Silva	0.4	\$250.00	\$100.00
Subtotal			\$167,095.79
Total			\$167,095.79

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/08/2024	\$167,095.79	\$0.00	\$167,095.79

Outstanding Balance	\$167,095.79
Total Amount Outstanding	\$167,095.79

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

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Admitted: 2006, California

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Admitted: 2018, California; 2004, Nevada

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

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Admitted: 2011, California; 2016 Arizona

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

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Admitted: 2016, California

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Christine Levu

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Admitted: 2016, California

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Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

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October 18, 2022
CA2525

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Fastaff, LLC
Online Filing

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Amended Notice for LWDA, Case No. CM-849511-21

Re: Amended Notice Of Violations Of California Labor Code Sections §§
201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code
of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating),
Violation of Applicable Industrial Welfare Commission Wage Order(s), and
Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Angela Thompson (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Defendant Fastaff, LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by in California and classified as non-exempt employees during the time period of October 22, 2020 until a date as determined by the Court.

Plaintiff Thompson originally sent a PAGA Notice on October 22, 2021 and gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff Thompson's original PAGA Notice to provide an amended PAGA notice to include an additional aggrieved employee, Plaintiff Penelope Pankey.

Plaintiff Pankey was employed by Defendant in California as a non-exempt employee in the position of a "RN Tele Nurse" September of 2021 to December of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff Pankey and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff Pankey and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff Pankey and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff Pankey and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff Pankey and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff Pankey and other Aggrieved Employees with their wages. Plaintiff Pankey further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff Pankey and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff Pankey and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiff Pankey contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff Pankey began and ended each shift and meal period. Plaintiff Pankey and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff Pankey and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure

to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiffs to proceed with the First Amended Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was mailed to the Department of Industrial Relations Accounting unit when Plaintiff Thompson filed the Original PAGA Notice, which provided an identification of Plaintiff, Defendant, and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

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

Respectfully,

/s/ Victoria B. Rivapalacio

Victoria B. Rivapalacio, Esq.

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WRITERS EXT:

1004

October 22, 2021

CA2525

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Fastaff, LLC
Certified Mail #70211970000003066224
C T Corporation System
330 N. Brand Blvd. Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by in California and classified as non-exempt employees during the time period of October 22, 2020 until a date as determined by the Court. Our offices represent Plaintiff Angela Thompson (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Fastaff, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Registered Nurse from August of 2021 to October of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge*

Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.