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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

NICOLE SANCHEZ individually,  
and on behalf of other aggrieved  
employees pursuant  
to the California Private Attorneys  
General Act,

Plaintiff,

vs.

PRAESIDIUM DIAGNOSTICS  
LLC, a California limited liability  
company; SAMEDAY HEALTH  
INC., a Delaware corporation;  
SAMEDAY TECHNOLOGIES  
INC., a Delaware corporation; FELIX  
HUETTENBACH, individually; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV02245

Honorable Curtis A. Kin  
Department 72

**DECLARATION OF EDWIN AIWAZIAN IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
APPROVAL OF PRIVATE ATTORNEYS  
GENERAL ACT (CAL. LABOR CODE § 2698,  
ET SEQ.) SETTLEMENT AGREEMENT AND  
AWARD OF ATTORNEYS' FEES AND COSTS,  
GENERAL RELEASE FEE, AND  
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award of  
Attorneys' Fees and Costs, General Release Fee,  
and Settlement Administration Costs; Declaration  
of Plaintiff (Nicole Sanchez); and [Proposed] Order  
and Judgment filed concurrently herewith]

Reservation ID: 212564405728  
Date: June 1, 2023  
Time: 8:30 a.m.  
Department: 72

Complaint Filed: January 19, 2022  
Trial Date: None Set

**DECLARATION OF EDWIN AIWAZIAN**

I, Edwin Aiwazian, hereby declare as follows:

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

**ADEQUACY OF LAWYERS *for* JUSTICE, PC**

**EDUCATION**

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

**JUDICIAL EXTERNSHIPS**

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

**LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE**

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1           5.       At *Girardi & Keese*, my practice focused on massive class actions and other  
2 complex cases involving toxic torts and products liability. In addition, I gained substantial  
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.  
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended  
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or  
6 trial.

7           6.       Since its inception in or around October of 2008, *Lawyers for Justice, PC* has  
8 almost exclusively focused on the prosecution of consumer and employment representative and  
9 class actions, involving wage-and-hour claims, race discrimination, unfair business practices or  
10 consumer fraud. Currently, *Lawyers for Justice, PC* is attorney of record in well over a dozen  
11 employment-related putative class actions and representative actions in both state and federal  
12 courts in the State of California. *Lawyers for Justice, PC* has successfully litigated cases  
13 involving the executive, administrative, and other overtime exemptions to the State of California  
14 and federal overtime compensation requirements. During this relatively short time, in  
15 association with other law firms, *Lawyers for Justice, PC* has recovered millions of dollars on  
16 behalf of thousands of individuals in California.

17           **EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES**

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

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

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

Case Number is BC413498.

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

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

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

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

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

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

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

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

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

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

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

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

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

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative  
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to  
16 the employer's motion to compel arbitration, which resulted in a published opinion by the  
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*  
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.  
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are  
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is  
21 5046.

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

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

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

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

16           u)       LFJ represented the plaintiff in a wage-and-hour class and PAGA  
17 representative action against a food company on behalf of non-exempt employees. On June 30,  
18 2017, the court granted final approval of the class and PAGA representative action settlement.  
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20           v)       LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
21 representative action against a chocolate company on behalf of non-exempt employees. On July  
22 19, 2017, the court granted final approval of the class and PAGA representative action  
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

17          aa)    LFJ, in association with co-counsel therein, represented the plaintiffs in a  
18 wage-and-hour class and PAGA representative action against a global provider of flexible office  
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA  
20 representative action settlement. The Los Angeles County Superior Court Case Number is  
21 BC498401.

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

26          cc)    LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
27 representative action against a behavioral health service provider on behalf of non-exempt  
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is  
2 RG16811450.

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

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

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

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and  
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted  
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the  
22 court granted final approval of the class and PAGA representative action settlement. The  
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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

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

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

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

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and

certified a class. The Solano County Superior Court Case Number is FCS051001.

### THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Nicole Sanchez, for herself and on behalf of the State of California and other Allegedly Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, “Defendants”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Allegedly Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Allegedly Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former non-exempt employees who worked for any of the Defendants in the State of California during the PAGA Period (“Allegedly Aggrieved Employees”). The “PAGA Period” means the period between November 15, 2020 through April 30, 2023. Defendant has represented that, for the time period from November 15, 2020 to September 1, 2022, there were approximately five-hundred and seventy-eight (578) Allegedly Aggrieved Employees who worked approximately eight thousand three hundred and forty five (8,345) Compensable Pay Periods.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on November 15,

2021 (“PAGA Notice Letter”). The PAGA Notice Letter was sent to the employer by U.S. Certified Mail and submitted to the LWDA by way of online submission on the LWDA’s website. A true and correct copy of the PAGA Notice Letter is attached hereto as “**EXHIBIT 2.**” The LWDA did not respond to the letter that was sent on behalf of Plaintiff.

11. The “Total Settlement Amount” means the amount of \$300,000.00 that Defendant will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$105,000.00 for attorneys’ fees and up to \$6,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee of up to \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$6,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$1,317.62, which is \$4,682.38 less than the maximum allocation for reimbursement of litigation costs and expenses provided for under the Settlement. Under the Settlement, up to \$6,000.00 is allocated for administration of the Settlement and will be paid out of the Total Settlement Amount, subject to approval by the Court; the PAGA Settlement Administrator has provided a capped quote of \$4,000 for administration of the Settlement. Assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$182,182.38. The Net Settlement Amount will be distributed to the LWDA and the Allegedly Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$136,636.78 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$45,545.60 (“Employees’ Portion”), will be distributed to the Allegedly Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc. (the “PAGA Settlement Administrator” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint

1 Simpluris, Inc. to serve as the PAGA Settlement Administrator.

2 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

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

10 13. After engaging in extensive informal discovery, the parties participated in  
11 settlement negotiations to try to resolve the lawsuit. These efforts included participating in a  
12 mediation on December 5, 2022, conducted by Hon. Howard R. Broadman (ret.), a well-  
13 respected mediator experienced in mediating complex labor and employment matters. With the  
14 aid of the mediator, the parties ultimately reached the Settlement described herein. In the course  
15 of mediation and settlement negotiations, the parties discussed all aspects of the case, including  
16 the risks and delays of further litigation, the risks to the parties of proceeding with trial, the law  
17 relating to representative PAGA actions, manageability off-the-clock theory, meal and rest  
18 breaks, regular rate, wage-and-hour enforcement, waiver, and arbitration agreements, the  
19 evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and  
20 appeals, among other things. During all settlement discussions, the parties conducted their  
21 negotiations at arm’s length in an adversarial position.

22 14. Prior to reaching the Settlement, the parties investigated the veracity, strength,  
23 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted  
24 significant investigation and informal discovery regarding the facts of the case, including and not  
25 limited to, the exchange, review, and analysis of a large volume of information, documents, and  
26 data obtained from Defendants and other sources. Defendant Praesidium Diagnostics, LLC  
27 served a Notice of Deposition of Plaintiff Nicole Sanchez. The information, documents, and data  
28 that were reviewed and analyzed by Plaintiff’s Counsel included, and was not limited to, the

1 employment records of Plaintiff and other aggrieved employees, a sampling of aggrieved  
2 employees' time and pay data, earnings codes, meal/rest premium exemplars, wage statement  
3 exemplars, various agreements and acknowledgments (such as, Defendants' rest break and meal  
4 period policy and acknowledgement, Meal Period Waiver (Shift 6 Hours or Less), Meal Period  
5 Waiver (Shift of more than 10 Hours), and Acknowledgement and Acceptance of the Code of the  
6 Employee Handbook), forms (such as, Defendants' Meal Break Waiver Form and Meal and Rest  
7 Break Premium Authorization Form), and Defendants' operations and employment policies,  
8 practices, and procedures documents (such as, Defendant's Workplace Standards of Conduct,  
9 Timekeeping policy, Overtime policy, On-Call Pay policy, and Travel Time policy), among  
10 other documents. Counsel for the parties undertook significant investigation, and also invested  
11 time reviewing and analyzing relevant information, documents, and data to evaluate Plaintiff's  
12 claims and allegations, including, and not limited to, calculating the potential monetary recovery  
13 under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to:  
14 meeting and conferring with Defendants' counsel regarding the production of information,  
15 documents, and data in the course of litigation and in connection with mediation and settlement  
16 negotiations, among other issues; case strategy and analysis; drafting, reviewing, and revising the  
17 pleadings, court filings, mediation brief, settlement-related papers and settlement approval  
18 motion papers; preparing for the mediation and settlement negotiations; and preparing for and  
19 appearing for court proceedings. Counsel for the parties have further invested time to research  
20 the applicable law, which is constantly evolving as it relates to representative PAGA actions,  
21 manageability, off-the-clock theory, meal and rest breaks, regular rate, wage-and-hour  
22 enforcement, waiver, and arbitration agreements, Plaintiff's claims and allegations, and  
23 Defendants' defenses, as well as facts discovered.

24         15. Based on investigation and information discovered, Plaintiff's Counsel believes  
25 that there is sufficient evidence to support the allegations that Defendants violated the California  
26 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff  
27 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also  
28 recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery.

For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendants’ right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants’ conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendants have violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a

1 uniform policy and systematic scheme of wage abuse against aggrieved employees, and that they  
2 had, and continue to have, legally-compliant employment policies and practices throughout the  
3 time period at issue. Defendants deny that they ever violated any provision of the California  
4 Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for  
5 representative adjudication for any purpose other than the Settlement.

6 18. Importantly, Defendants also contended that the claims of other aggrieved  
7 employees with respect to whom Plaintiff seeks civil penalties are subject to enforceable  
8 arbitration agreements. Defendants contended that, taken together, these agreements would have  
9 claim preclusive impact, or otherwise, could effectively be used to require aggrieved employees  
10 to engage in individual arbitration of their individual claims on which the PAGA claim is  
11 predicated. Although the parties disagree on whether or not the purported arbitration agreements  
12 are enforceable and their impact, there is more uncertainty regarding the viability of PAGA  
13 claims in the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River*  
14 *Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

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

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

3         20. The parties had the opportunity to review documents and data regarding  
4 Plaintiff's and aggrieved employees' employment with Defendants, including, and not limited to,  
5 Plaintiff's and other aggrieved employees' employment records and wage statements, a sampling  
6 of aggrieved employees' time and pay data, as well as information regarding Defendants'  
7 operations and employment policies, practices, and procedures, in an effort to determine the  
8 potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing  
9 and analyzing the relevant information, documents, and data, and this information made it  
10 possible to calculate the potential value of the PAGA claim. Accordingly, the parties have  
11 conducted sufficient investigation and review of information to be sufficiently apprised of the  
12 nature and extent of the PAGA cause of action asserted in this lawsuit, and to enable both sides  
13 to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have  
14 also considered the settlement negotiations and the recommendations of the mediator, Hon.  
15 Howard R. Broadman (ret.), who is highly experienced in mediating complex labor and  
16 employment matters. The parties have agreed that this case is well-suited for settlement given  
17 the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that  
18 would attend further litigation. The Settlement takes into account the strengths and weaknesses  
19 of each side's position and the uncertainty of how the case might have concluded as litigation  
20 continued, at trial and/or appeals.

21         21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks  
22 attorneys' fees in the amount of \$105,000.00, which represents approximately thirty-five percent  
23 (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to  
24 the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel,  
25 Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.  
26 The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in  
27 commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the  
28 case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that

1 Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that  
2 Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has  
3 turned down in order to devote its time and efforts to this case.

4 22. I am aware that the common and acceptable rates for contingency representation  
5 in wage and hour class action and representative action litigation are normally in the range of  
6 33.3% to 50%.

7 23. While not necessarily required to be demonstrated because a percentage of the  
8 fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many  
9 hours of work in connection with prosecuting this matter such that the requested attorneys' fees  
10 award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent  
11 a total of **285.20 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of  
12 California, and the Allegedly Aggrieved Employees. Attached hereto as "**EXHIBIT 2**" is an  
13 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by  
14 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These  
15 hours include work done by myself and several other attorneys at the firm. Also, separate from  
16 the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively  
17 engaged in assisting with the prosecution of the case.

18 24. The work performed in this particular case, the background of our firm, as well as  
19 the individual backgrounds, training, and experience of the attorneys who worked on this matter,  
20 in litigating complex wage-and-hour class and PAGA representative actions, support a  
21 reasonable blended hourly rate of compensation at the rate of at least \$650 for work performed  
22 by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating  
23 the firm at the rate of at least \$650 per hour for legal services performed, by courts granting  
24 approval of wage and hour class action and/or representative action settlements in other cases:  
25 final approval of the class and representative action settlement in *David Dugan v. TEC*  
26 *Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on  
27 July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval  
28 of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan*

(Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

#### **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

25. Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case. Plaintiff's Counsel seeks reimbursement of \$1,317.62 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 3.**" These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$6,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

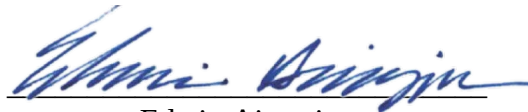
#### **GENERAL RELEASE FEE TO PLAINTIFF**

26. In recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader, general release of claims with a California Civil Code section 1542 waiver, the Settlement provides a General Release Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Amount. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to an individual settlement payment.

27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California, and other Allegedly Aggrieved Employees given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 9th day of May 2023, at Glendale, California.



Edwin Aiwarzian

## **EXHIBIT 1**

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND  
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Nicole Sanchez (“Plaintiff”), for herself and as a representative of the State of California and the Allegedly Aggrieved Employees (as defined in Section 3(a)(5) below) and Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of one or more Defendants. Plaintiff was employed by one or more Defendants from approximately December 2020 to approximately September 2021;

(b) On November 15, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff, to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-852325-21 (the “PAGA Notice”);

(c) On January 19, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendants, entitled *Nicole Sanchez v. Praesidium Diagnostics LLC, et al.*, Los Angeles Superior Court Case No. 22STCV02245 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On December 5, 2022, the Parties mediated the Action with Hon. Howard R. Broadman (ret.), and with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Hundred and Five Thousand Dollars and No Cents (\$105,000.00), and reimbursement of litigation costs and expenses in the amount of up to Six Thousand Dollars and No Cents (\$6,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) ("General Release Fee") to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and No Cents (\$6,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Allegedly Aggrieved Employees, defined solely for purposes of this Settlement as all current and former non-exempt employees who worked for any of the Defendants within the State of California during the PAGA Period (the "Allegedly Aggrieved Employees"). The period November 15, 2020 through the date of the Court's approval of the Settlement or April 30, 2023, whichever is sooner, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Allegedly Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Allegedly Aggrieved Employees are estimated to consist of approximately 578 individuals who have worked approximately 8,345 Compensable Pay Periods during the period from November 15, 2020 to September 1, 2022. If the actual number of Compensable Pay Periods during the PAGA Period is greater than 9,200 or the number of Alleged Aggrieved Employees is greater than 650, then the Total Settlement Amount shall be increased proportionately for each additional Compensable Pay Period worked or Allegedly Aggrieved Employee included, whichever is higher.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Allegedly Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Allegedly Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above and Section 7 below, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

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

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to K. Kayvan Iradjpanah of Littler Mendelson, P.C. and Daniel Swerdlin of All Bridges Legal, P.C. (together, "Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

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

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Allegedly Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Allegedly Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Allegedly Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Allegedly Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Allegedly Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state, or federal payroll tax withholdings. All Allegedly Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

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

(1) No later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Allegedly Aggrieved Employees (the "Allegedly Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Allegedly Aggrieved Employees List prior to the mailing of the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Packages"), and update addresses for Allegedly Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the PAGA Settlement Package to all Allegedly Aggrieved

Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Allegedly Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Allegedly Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to East Los Angeles Women's Center. The Parties and their counsel each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

(d) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(e) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless otherwise instructed by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(g) No later than ten (10) business days after the PAGA Settlement Administrator receives the Allegedly Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself.

**8. Release of Claims by Plaintiff, Allegedly Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Allegedly Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants and Maerly Payroll Processing LLC, including all of their respective subsidiaries, affiliates, shareholders, members, executives, management-level employees, agents, predecessors, successors, and assigns (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide associated meal premiums at the correct regular rate of pay, failure to provide compliant rest periods and associated premiums, failure to provide associated rest premiums at the

correct regular rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the “Released Claims”).

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions). Plaintiff and Plaintiff’s representatives, heirs, successors, and assigns do hereby acknowledge and agree to waive any right, under local, state, federal or any other law, in bringing or participating in any class action, representative proceeding, or for class relief against the Released Parties described concerning all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions), whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation, including but not limited to, any and all claims that arise out of Plaintiff’s employment with Defendants. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff’s intention to settle fully and release all claims which Plaintiff may have now or in the future arising from

any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

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

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) Upon being fully-executed, the Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of the Settlement Agreement.

(d) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(e) Neither Party will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. Nothing herein will restrict Plaintiff's Counsel for including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel qualifications and experience.

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

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

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

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

Date: 03/07/23, 2023

PLAINTIFF

Electronically signed by Nicole Sanchez on 2023-03-07 19:35:29 UTC - 172.56.121.113  
Nicole Sanchez  
NitroX AssureSign® 07a05c27-392e-43d2-8d79-afbe0124c19d

Nicole Sanchez  
Individually and On Behalf of the State of California  
and Allegedly Aggrieved Employees

DEFENDANT PRAESIDIUM DIAGNOSTICS  
LLC

Date: March 22, 2023

*Sarah Thomas*  
Sarah Thomas, General Counsel  
On behalf of Defendant Praesidium Diagnostics LLC

DEFENDANT SAMEDAY TECHNOLOGIES  
INC.

Date: March 22, 2023

*Sarah Thomas*  
Sarah Thomas, General Counsel  
On behalf of Defendant Sameday Technologies Inc.

DEFENDANT SAMEDAY HEALTH INC.

Date: March 22, 2023 *Sarah Thomas*  
Sarah Thomas, General Counsel  
On behalf of Defendant Sameday Health Inc.

DEFENDANT FELIX HUETTENBACH

Date: 4/2/2023, 2023 *Felix Huettenbach*  
DocuSigned by:  
Felix Huettenbach  
An Individual  
5151077F65FA457

**Approved as to form and content.**

LAWYERS FOR JUSTICE, PC

Date: March 7, 2023 *[Signature]*  
Edwin Aiwazian  
Joanna Ghosh  
Janardana Burns  
Attorneys for Plaintiff Nicole Sanchez

LITTLER MENDELSON, P.C.

Date: April 3, 2023 *[Signature]*  
K. Kayvan Iradjpanah  
Attorneys for Defendants Praesidium Diagnostics  
LLC, Sameday Health Inc., and Sameday  
Technologies Inc.

ALL BRIDGES LEGAL, P.C.

Date: \_\_\_\_\_, 2023 *[Signature]*  
Daniel Swerdlin  
Attorneys for Defendants Praesidium Diagnostics  
LLC, Sameday Health Inc., Sameday Technologies  
Inc., and Felix Heuttenbach

## **EXHIBIT 2**

# LAWYERS FOR JUSTICE<sup>PC</sup>

November 15, 2021

**BY ONLINE SUBMISSION**

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

**Re: PRAESIDIUM DIAGNOSTICS LLC; SAMEDAY HEALTH INC.; SAMEDAY TECHNOLOGIES INC.; FELIX HUETTENBACH, AN INDIVIDUAL**

Dear Representative:

We have been retained to represent Nicole Sanchez against Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees), Felix Huettenbach (collectively referred to as "Praesidium") for violations of California wage-and-hour laws. Ms. Sanchez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Felix Huettenbach is the Founder, Manager/Member, and Chief Executive Officer of Praesidium Diagnostics LLC. Felix Huettenbach, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Praesidium Diagnostics LLC, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

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

Praesidium employed Ms. Sanchez as an hourly-paid, non-exempt employee from approximately December 2020 to approximately September 2021, in the State of California.

The "aggrieved employees" that Ms. Sanchez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

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

Praesidium required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, adjusting and creating schedules, updating timecards, responding to work-related inquiries, assisting coworkers, and clocking into work and completing questionnaires.

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

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

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

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

Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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

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

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

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

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, requires that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half

the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Praesidium failed to pay Ms. Sanchez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Sanchez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Praesidium failed to pay Ms. Sanchez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Sanchez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Sanchez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Praesidium. These costs include, but are not limited to, the use of personal phones for work-related purposes, the purchase and maintenance of clothing in compliance with the dress code, and the purchase and maintenance of tools and supplies.

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

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

With kind regards,



Edwin Aiwanian, Esq.

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

Praesidium Diagnostics LLC  
c/o Felix Huetttenbach  
Agent for Service of Process  
15 Brooks Ave Unit A  
Venice, CA 90291

Sameday Health Inc.  
c/o Felix Huettenbach  
Agent for Service of Process  
11 Brooks Ave Unit A  
Venice, CA 90291

Sameday Technologies Inc.  
c/o Ben Kurtz  
Agent for Service of Process  
523 Victoria Ave  
Venice, CA 90291

Felix Huettenbach  
15 Brooks Ave Unit A  
Venice, CA 90291

## **EXHIBIT 3**

**NICOLE SANCHEZ VS. PRAESIDIUM DIAGNOSTICS LLC, ET AL.  
(LOS ANGELES SUPERIOR COURT CASE NO. 22STCV02245)**

**ATTORNEY TASK AND TIME CHART**

| TASK                                                                                                                                                                                                                                                               | LAWYERS <i>for</i> JUSTICE, PC |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Investigation and Research / Due Diligence</b>                                                                                                                                                                                                                  |                                |
| Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Nicole Sanchez’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claims on Behalf of the State of California with Respect to the Aggrieved Employees                       | 8.50                           |
| Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendants Praesidium Diagnostics LLC, Sameday Health Inc., Sameday Technologies Inc., and Felix Huettenbach (collectively, “Defendants”) with Respect to Plaintiff and the Aggrieved Employees | 7.90                           |
| Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Actions, Manageability, and Regular Rate Decisions in California, Including all New and Relevant DLSE Materials                                                 | 7.10                           |
| Investigation of Defendants, Defendants’ Business Relationships, and the Industry in which Defendants Operate                                                                                                                                                      | 3.40                           |
| Investigation of Defendants’ Organizational and Corporate Structure, and Executive Reporting Structure, as They Relate to the Employment and Management of the Aggrieved Employees                                                                                 | 3.50                           |
| Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and                                                                                             | 2.90                           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Research and Analysis of Defendants' Litigation History Involving Wage-and Hour Issues and Other Related Employment Issues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |       |
| Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4.10  |
| Research and Investigation Re: Location(s), Departments, and/or Division(s) Owned, Managed, Services, and/or Operated by Defendants in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4.90  |
| Comparative Analysis and Cross-Checking of All Available Job Postings and Job Reviews Regarding Defendants in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3.70  |
| Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations at Which Aggrieved Employees Worked Throughout California                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3.50  |
| Research and Investigation Re: Defendants' Written and Non-Written Policies, Practices, and Procedures Relating to Wages, Day of Rest, Paid Sick & Safe Time, Training Requirements, Separation from Employment, Leave Policies, Time Off, Break Schedules, Attendance and Punctuality, Discretionary Shift Differential/Performance/Bonus/Incentive/Commission Pay, Work Schedules, Reporting Time Pay, Timekeeping, Auto-Deduction of Time, Meal Periods and Rest Breaks, OnPremises Meal Periods and Rest Breaks, Meal and Rest Period Premiums, Employee Meal Break Waiver Form, Overtime Compensation, On-Call Compensation, Health and Safety and COVID-19 Protocols, Dress Code and Personal Appearance, Purchase and Use of Personal Protective Equipment ("PPE") and Supplies, Use of Personal Devices and Cell Phones for Work Purposes, Use of Personal Vehicle and Travel Time, Reimbursement of Business-Related Expenses, and Arbitration Agreements | 14.50 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Research and Investigation Re: Various Software Programs and Other Technology Defendants Use to Conduct Everyday Business, Including Timekeeping, Customer Relations Management, Order/Project Management, Inventory, Information Technology and Document Management, Communications, Scheduling, Security, and Surveillance Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks | 3.90  |
| Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Arbitration Agreements, and Compliant Policies                                                                                                                                                                                                                                                                                                                                                          | 7.80  |
| Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose                                                                                                                                                                                                                                                                                                                                                                                                              | 5.30  |
| Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties                                                                                                                                                                                                                                                                                                                                                                                                                                 | 3.90  |
| Meet and Communicate with Plaintiff Nicole Sanchez Throughout the Pendency of the Case                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 48.50 |
| Investigate, Meet, and/or Communicate with Aggrieved Employees and Percipient Witnesses                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 12.50 |
| <b>Pleadings and Court Filings</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |
| Draft Plaintiff Sanchez's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on January 19, 2022)                                                                                                                                                                                                                                                                                                                              | 7.10  |

|                                                                                                                                                                                                                                           |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Review Court's Notice of Case Assignment, First Amended General Order Re: Mandatory Electronic Filing, Voluntary Efficient Litigation Stipulations, and Alternative Dispute Resolution (ADR) Information Package (filed January 19, 2022) | 0.20 |
| Review Court's Order to Show Cause for Failure to File Proof of Service (filed on February 10, 2022)                                                                                                                                      | 0.10 |
| Review Court's Notice of Case Management Conference (filed on February 10, 2022)                                                                                                                                                          | 0.10 |
| Review Defendants Praesidium Diagnostics LLC, Sameday Health Inc., and Sameday Technologies Inc.'s Notice of Appearance for Benjamin S. Kurtz (filed on February 22, 2022)                                                                | 0.10 |
| Review Defendants' Notice of Appearance for Daniel B. Swerdlin (filed on February 22, 2022)                                                                                                                                               | 0.10 |
| Review Defendants' Notice of Related Case (filed on February 22, 2022)                                                                                                                                                                    | 0.10 |
| Review and Analyze Defendants' Answer to Plaintiff Nicole Sanchez's Complaint (served on February 25, 2022), and Research Affirmative Defenses in Answer                                                                                  | 1.50 |
| Review Court's Minute Order Re: Non-Appearance Case Review Re: Order to Show Cause Re: Failure to File Proof of Service (filed on March 7, 2022)                                                                                          | 0.10 |
| Draft Plaintiff's Case Management Statement (filed on May 23, 2022)                                                                                                                                                                       | 0.80 |
| Review Court's Minute Order Re: Case Management Conference (filed on June 8, 2022)                                                                                                                                                        | 0.10 |
| Draft Plaintiff's Notice of Ruling (filed June 9, 2022)                                                                                                                                                                                   | 0.10 |
| Meet and Confer with Defendants' Counsel and Draft Stipulation to Stay Action and Order Thereon (filed on July 20, 2022)                                                                                                                  | 1.20 |

|                                                                                                                                                                                                                                                                                            |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Review Court's Minute Order Re: Non-Appearance Case Review (filed on July 25, 2022)                                                                                                                                                                                                        | 0.10 |
| Meet and Confer with Defendants' Counsel and Draft Joint Stipulation to Continue Case Management Conference (filed on December 6, 2022) and Proposed Order Thereon                                                                                                                         | 1.10 |
| Review Court's Minute Order Re: Case Management Conference (filed on December 6, 2022)                                                                                                                                                                                                     | 0.10 |
| Review Court's Order Continuing Case Management Conference (filed December 6, 2022)                                                                                                                                                                                                        | 0.10 |
| Draft Plaintiff's Notice of Entry of Order (filed on December 6, 2022)                                                                                                                                                                                                                     | 0.10 |
| Meet and Confer with Defendants' Counsel and Draft Joint Case Management Conference Statement and Notice of Settlement (filed on December 29, 2022)                                                                                                                                        | 1.10 |
| Review Court's Notice Re: Continuance of Hearing and Order (filed on December 29, 2022)                                                                                                                                                                                                    | 0.10 |
| Review Court's Minute Order Regarding Non-Appearance Case Review Re: Order to Show Cause Regarding Failure to File Proof of Service as to All Named Defendants (filed on March 7, 2023)                                                                                                    | 0.10 |
| <b>Appearances</b>                                                                                                                                                                                                                                                                         |      |
| Prepare for and Telephonically Attend Case Management Conference (June 8, 2022)                                                                                                                                                                                                            | 1.20 |
| Prepare for and Telephonically Attend Hearing on Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (June 1, 2023) (Anticipated) | 1.50 |
| <b>Discovery and Deposition</b>                                                                                                                                                                                                                                                            |      |

|                                                                                                                                                                                                               |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Nicole Sanchez (served on October 28, 2021)                                                              | 1.80 |
| Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Nicole Sanchez (served on February 10, 2022)                        | 1.90 |
| Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on February 24, 2022)                                                                   | 1.80 |
| Review Defendant Praesidium Diagnostics, LLC's Notice of Deposition of Plaintiff Nicole Sanchez (served on February 25, 2022; noticed for March 14, 2022)                                                     | 0.10 |
| Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Aggrieved Employee (served on March 7, 2022)                                  | 0.60 |
| Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on October 6, 2022)                                                                     | 1.80 |
| Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Aggrieved Employee (served on October 26, 2022)                               | 4.10 |
| <b>Letters and Correspondence</b>                                                                                                                                                                             |      |
| Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Nicole Sanchez for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on November 15, 2021) | 4.50 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 15.50 |
| <b>Mediation/Settlement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |       |
| <p>Review and Analyze Documents, Data, and Information Obtained from Plaintiff, Defendants, and Other Sources Prior to Mediation, and Prepare Valuation Models, Including, <i>Inter Alia</i>, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements</p> <ul style="list-style-type: none"> <li>• Employee Handbooks and Employment and Operations Policies, Practices, and Procedures Documents</li> <li>• Sampling of Employee Time Records</li> <li>• Sampling of Employee Payroll Records</li> <li>• Earnings Codes</li> <li>• Meal/Rest Premium Exemplars</li> <li>• Wage Statement Exemplars</li> </ul> | 21.50 |
| Prepare for Mediation Session, Including Researching Merits of PAGA Claim, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Preparing PowerPoint Presentation (submitted on December 1, 2022)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 18.50 |
| Attend Mediation Session (December 5, 2022; Zoom Video Conference)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 10.40 |
| Review and Analyze Mediator's Proposal (issued on December 5, 2022; accepted on December 8, 2022)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2.10  |
| Review, Revise, Negotiate, and/or Finalize Memorandum of Understanding - PAGA Settlement (fully executed on January 31, 2023)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4.50  |
| Review, Revise, Negotiate, and/or Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on April 3, 2023) and Cover Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 15.60 |

| <b>Law and Motion</b>                                                                                                                                                                                                                                                                                                                                                                                                           |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Research, Revise, Review, and/or Draft Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Nicole Sanchez in Support Thereof, and [Proposed] Order and Judgment (filed on May 5, 2023) (Anticipated) | 17.50  |
| <b>Total Hours:</b>                                                                                                                                                                                                                                                                                                                                                                                                             | 285.20 |

## **EXHIBIT 4**

**LAWYERS for JUSTICE PC CASE COST DETAIL**  
**Sanchez v. Praesidium Diagnostics (PAGA)**

| <u>Date</u>   | <u>Payee</u>                | <u>Expense Description</u> | <u>Amount</u>   |
|---------------|-----------------------------|----------------------------|-----------------|
| 11/15/2021    | U.S. Postmaster             | Postage                    | 75.00           |
| 11/15/2021    | U.S. Postmaster             | Postage                    | 30.32           |
| 1/20/2022     | Legal Document Server, Inc. | Attorney Service           | 35.86           |
| 1/20/2022     | Los Angeles Superior Court  | Court Filing Fee           | 435.00          |
| 1/25/2022     | ProLegal                    | Attorney Service           | 487.56          |
| 3/1/2022      | One Legal                   | Attorney Service           | 16.68           |
| 3/8/2022      | Legal Document Server, Inc. | Attorney Service           | 15.20           |
| 4/11/2022     | Legal Document Server, Inc. | Attorney Service           | 11.00           |
| 4/12/2022     | Legal Document Server, Inc. | Attorney Service           | 11.00           |
| 5/24/2022     | Legal Document Server, Inc. | Attorney Service           | 15.20           |
| 6/9/2022      | Legal Document Server, Inc. | Attorney Service           | 15.20           |
| 7/20/2022     | Legal Document Server, Inc. | Attorney Service           | 17.30           |
| 7/20/2022     | Legal Document Server, Inc. | Attorney Service           | 11.75           |
| 7/20/2022     | Los Angeles Superior Court  | Filing Fee                 | 20.00           |
| 10/28/2022    | Los Angeles Superior Court  | Document Download Fee      | 39.60           |
| 11/30/2022    | Legal Document Server, Inc. | Attorney Service           | 17.30           |
| 11/30/2022    | Los Angeles Superior Court  | Filing Fee                 | 20.00           |
| 12/7/2022     | Legal Document Server, Inc. | Attorney Service           | 15.95           |
| 12/23/2022    | Legal Document Server, Inc. | Attorney Service           | 15.95           |
| 12/23/2022    | Legal Document Server, Inc. | Attorney Service           | 11.75           |
| <b>Total:</b> |                             |                            | <b>1,317.62</b> |