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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

ROSALEE GARCIA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

ELICA HEALTH CENTERS, a California
Corporation; and DOES 1 through 50,
inclusive,
Defendants.

Case No. 34-2022-00316193-CU-OE-GDS

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

Hearing Date: February 7, 2025

Hearing Time: 9:00 a.m.

Reservation No. A-316193-002

Judge: Hon. Lauri A. Damrell

Dept.: 22

Action Filed: February 25, 2022

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Elica Health Centers ("Defendant") is attached as Exhibit #1. A
10 proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
12 Workforce Development Agency ("LWDA") on December 9, 2021, on behalf of Plaintiff, requesting
13 authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act
14 of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. (Declaration of
15 Kyle Nordrehaug, at ¶3). The 65-day notice period for the LWDA to notify of its intent to investigate
16 expired on February 12, 2022. On March 2, 2022, Plaintiff filed a Representative Action Complaint
17 in this Court against Defendant Elica Health Centers ("Defendant") alleging a single cause of action
18 for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and
19 Defendant agreed to mediate with Lou Marlin, Esq. Prior to the mediation, the Parties conducted
20 significant investigation and informal discovery of the facts and law. Defendant produced hundreds of
21 documents relating to its policies, practices, and procedures regarding paying non-exempt employees
22 for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and
23 more. Plaintiff was provided with sufficient records and data to determine the number of Aggrieved
24 Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-
25 described investigation and evaluation, as well as the information exchanged during the settlement
26 negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise
27 the issues on a fair and equitable basis. Plaintiff's theory of PAGA liability as argued at mediation
28

1 alleged that Defendant is liable for underpayment of wages as a result of rounding of the shifts start
2 and end to time through early October 2021. Notably, a review of the time records showed even some
3 meal periods were rounded. Plaintiff's expert determined that there was a net total of 115.2 hours
4 underpaid due to rounding resulting in 17% of the Aggrieved Employees being underpaid with 5.1%
5 of pay periods having at least one shift underpaid by rounding with at total of 3.4% of pay periods
6 with net underpayments due to rounding. Plaintiff also alleges that Defendant are liable for
7 miscalculating overtime and sick pay as a result of not including certain remunerations into the regular
8 rate. For example, the annual Bonus was not fully incorporated into the regular rate for the purpose of
9 paying the correct overtime. Plaintiff's expert determined that 21.4% of Aggrieved Employees and
10 15.8% of pay periods had overtime and additional remunerations earned or had weighted average rate
11 issues. Plaintiff alleged there was also unpaid sick pay due from not including the above
12 remunerations in the regular rate and from weighted averages. Plaintiff's expert determined that
13 22.11% of Aggrieved Employees and 10% of pay periods had sick pay and additional remunerations
14 earned or had weighted average rate issues. Plaintiff's expert determined that 17.4% of employees and
15 3.5% of pay periods have meal premiums and any remunerations earned. Moreover, Plaintiff alleged
16 she was required to work off the clock for at least one hour per workweek. For example, Plaintiff
17 required Plaintiff to clock out for her meal period but continue to work. Plaintiff alleges that he was
18 unable to take rest breaks or legally compliant meal breaks due to the needs of the employer. Plaintiff
19 was never paid a premium for missed rest breaks. Plaintiffs alleges that meal period violations are
20 evidenced in the records and have not been cured with the payment of a premium wage. The time
21 punch records reflect a meal break violation rate assuming waiver of 48.2% of all shifts. Defendant
22 also required Plaintiff to use her personal cell phone for work and for scheduling purposes. Defendant
23 maintained that it always complied with applicable wage and hour regulations. Specifically,
24 Defendant argued that its policies, documents, and expert analysis supported a conclusion that the
25 calculation of the regular rate and weighted averages accounted for all applicable remuneration
26 consistent with applicable law. On December 6, 2023, the Parties engaged in an all-day mediation
27 session before Mediator Deborah Lou Marlin, Esq., a respected and experienced mediator
28

1 knowledgeable of both the wage and hour laws and representative claims at issue in this action.
2 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
3 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of
4 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all known
5 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
6 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
7 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and potential
8 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
9 the assistance of Mediator Marlin.

10 4. The claim before this Court is solely the representative claim under PAGA on behalf
11 of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject
12 to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement
13 negotiated by the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
14 \$700,000 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
15 From this PAGA Settlement of \$700,000, there is a deduction of attorneys’ fees (“PAGA Counsel
16 Fees Payment”) in the amount of \$233,333 (which is one-third of the PAGA Settlement),
17 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an amount not
18 to exceed \$43,500, and the expense of settlement administration (“Administration Expenses
19 Payment”) not to exceed \$8,100. (Agreement at ¶¶ 3.2.1-3.2.2).² The PAGA Counsel Fees Payment
20

21 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
22 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
23 (“Individual Settlement”) (Settlement Agreement at ¶ 2.3). The individual claims were not at issue in
24 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
25 *v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip
an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA
remedies” nor resolve the PAGA claims.).

26 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder of these
28 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less, or the Court approves payment less than \$8,100, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 request shall be allocated ninety (90%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP and ten
2 percent (10%) to The Sweeney Law Firm and has been approved by Plaintiff. After these deductions,
3 the amount remaining is the “PAGA Payment”, which is estimated to be no less than \$415,067. (no
4 less than \$311,300.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no
5 less than \$103,766.75) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved
6 Employees” means all individuals who are or were employed by Defendant Elica Health Centers in
7 California and classified as a non-exempt employee at any time during the period December 9, 2020
8 through December 31, 2023 (“PAGA Pay Period”). (Settlement Agreement at ¶¶ 1.5, 1.23). The
9 Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods
10 each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employees, as a
11 percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.³
12 The PAGA Period is the time period from December 9, 2020 through December 31, 2023. (Agreement
13 at ¶ 1.24). For mediation, Defendant represented that there are approximately 852 Aggrieved
14 Employees who collectively worked approximately 26,591 pay periods during the PAGA Period.
15 (Agreement at ¶ 4.1). Effective on the date when Defendant fully funds the entire Gross PAGA
16 Settlement Amount, the Released Parties shall be entitled to a release from all members of the
17 Aggrieved Employees of the “Released PAGA Claims”, which means all claims for PAGA penalties
18 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
19 Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the
20 PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s
21 Individual Settlement Payment which is subject to a separate confidential agreement, claims for vested
22 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
23 insurance, disability, social security, workers’ compensation, and California class claims, and
24
25

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

1 Plaintiff's individual claims that are subject to separate releases, and PAGA claims outside of the
2 PAGA period.⁴ (Agreement at ¶5.2).

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$233,333), and PAGA Counsel Litigation Expenses in an amount not to exceed \$43,500 will also be
5 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
6 2699(g)(1), as set forth in the Agreement.⁵ Lastly, payment to the Administrator in an amount not to
7 exceed \$8,100 to perform the administrative duties to distribute the settlement money shall also be
8 paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
10 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
11 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$700,000 is
12 more than other PAGA settlements as it constitutes approximately \$26 per pay period. This PAGA
13 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
14 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
15 penalties was potentially \$2,659,100 based on 26,591 pay periods applicable to the Aggrieved
16 Employees during the PAGA Period.⁶ As a result, the Gross PAGA Settlement Amount is equivalent

17 ⁴ A second plaintiff, Plaintiff Nokalai Supnet, is also included in the PAGA Settlement Agreement
18 and has a separate Individual Settlement Agreement based on plaintiff Supnet's individual claims.
19 On November 14, 2022, plaintiff Supnet filed a Class Action Complaint against Defendant alleging
20 that Defendant: (1) Failed to provide required meal periods in violation of California Labor Code §§
21 226.7 & 512 and the applicable IWC Wage Order; (2) Failed to provide required rest periods in
22 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (3) Failed
23 to pay timely wages during employment; (4) Failed to pay overtime wages in violation of California
24 Labor Code § 510, et seq.; (5) Failed to provide wages due to discharged for quitting employees; (6)
25 Failed to maintain required records; (7) Failed to provide accurate itemized wage statements in
26 violation of California Labor Code § 226; and (8) Violated California Business and Professions
27 Code § 17200 et seq. ("Supnet Class Action"). Plaintiff Supnet is an Aggrieved Employee, but did
28 not send notice to the LWDA or pursue a PAGA claim. The Supnet Class Action will be dismissed
without prejudice promptly after Court approval of this Settlement. (Agreement at ¶ 6.4).

⁵ As set forth herein at ¶9 and in the Declaration of Brandon Sweeney at ¶4, PAGA Counsel incurred
costs in the current combined amount of \$36,848.37, which is less than the cost allocation in the
Settlement Agreement.

⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
valuation of \$2,659,100 is the civil penalty amount without stacking. If stacking is permitted, then the
valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not

1 to this potential maximum recovery. Importantly, however, these calculations were performed at the
2 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
3 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
4 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
5 in an award that is “unjust, arbitrary and oppressive or confiscatory.” In *Carrington v. Starbucks Corp.*,
6 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided
7 for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
8 significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the PAGA claim. If the
9 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
10 penalties would be only \$132,955, which is far less than this settlement provides.

11 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
12 for each period the employee worked in relation to meal or rest period violations, failure to pay
13 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
14 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
15 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
16 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff’s
17 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
18 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
19 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
20 the PAGA notification should be awarded because the violations were not intentional, and at least one
21 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
22 all of the PAGA penalties sought may not be awarded. Given Defendant’s potential defenses to the
23 violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that
24 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable
25 that the action is settled in the manner and upon the terms and conditions set forth in the Agreement

26
27 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
28 per pay period was assessed.

1 in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well
2 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to
3 rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
4 adequate. PAGA Counsel have significant experience litigating wage and hour claims including
5 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
6 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
7 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
8 private mediator, Lou Marlin, Esq. As set forth in the accompanying proof of service, the LWDA has
9 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
10 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
11 situation where the Court needs to be concerned about the rights of absent employees as in a class
12 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
13 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
14 to look out for its own rights.

15 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the
16 amount of \$233,333 representing one-third of the \$700,000 Gross PAGA Settlement Amount. The
17 payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several
18 factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a
19 recovery of \$700,000, and this result justifies the requested fees equal to one third of this recovery.
20 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
21 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
22 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021)
23 (recognizing that “fee awards in class actions average around one-third of the recovery” regardless
24 of “whether the percentage method or the lodestar method is used.” (*quoting Chavez v. Netflix, Inc.*,
25 162 Cal.App.4th 43, 66, fn. 11 (2008))). Second, the fee award is justified by the work performed and
26 contributions to the case. The fee award is less than PAGA Counsel's current combined lodestar of
27 \$299,311.25, representing a “negative multiplier”, with significant additional work to be performed.
28

1 As detailed in the accompanying billing statement, true and correct copies of which are attached hereto
2 as Exhibit #2⁷, the current lodestar for my firm in this court matter as of January 10, 2025 is
3 \$242,986.25 for more than 444.75 hours of work prosecuting the claims being resolved by this
4 Settlement. This time does not include time incurred after the billing was finalized and the time spent
5 managing the completion of the settlement, which I estimate will add another \$20,000 in additional
6 lodestar. Third, the consideration of the enhancement factors would justify the enhancement of the
7 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in
8 payment, the quality of work, and the novelty and difficulty of the issues involved. Here, where an
9 enhancement would be warranted, but the fee award is less than the lodestar, there can be no question
10 of the reasonableness of the award.

11 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
12 Counsel, which currently are \$36,948.95 which is less than the \$43,500 allocation for costs in the
13 Agreement, so the difference of \$6,651.05 will be added to the PAGA Payment amount. The litigation
14 expenses incurred by my firm in the amount of \$33,751.05 were all reasonably necessary to the
15 litigation and are detailed in Exhibit #2 attached hereto.

16
17 Experience and Qualifications

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

24 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
25 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.*,
26

27 ⁷ Class Counsel switched billing systems in June 2022, so Exhibit #2 contains both the billing for
28 inception to June 2022 and the billing from June 2022 to January 10, 2025.

1 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
2 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
3 the Ninth Circuit of the importance of the substantive rights of the State of California under the
4 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
5 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
6 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
7 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
8 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
9 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
10 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
11 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
12 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
13 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

14 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
15 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
16 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
17 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
18 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
19 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
20 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
21 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
22 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
23 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
24 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
25 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
26 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
27 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
28

566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.

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

16 (d) Over the course of the litigation, a number of attorneys in my firm have worked
17 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
18 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
19 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
20 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
21 and class litigation experience, much of it in the area of consumer class actions, employment class
22 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
23 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
24 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
25 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
26 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
27 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
28

1 Time Warner, and California State Automobile Association. It is this level of experience which
2 enabled the firm to undertake the instant matter and to successfully combat the resources of the
3 defendants and their capable and experienced counsel. On account of the concerted and dedicated
4 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
5 taking other cases, and in fact, had to turn away other potential fee generating cases.

6 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
7 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
8 from \$250 to \$275.⁸ My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
9 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
10 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
11 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
12 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
13 'in line with those prevailing in the [relevant] community'—the Central District of California".
14 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
15 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
16 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
17 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
18 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
19 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
20 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
21 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
22 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
23 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
24 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
25 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
26

27 ⁸ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
2 rates charged by my firm for comparable work are less than these examples and are therefore
3 undoubtedly reasonable.
4

5 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
6 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
7 allegations. In addition, the LWDA is being served with this motion which includes the Settlement
8 Agreement, as verified in the proof of service.
9

10 14. Settlement Administration – ILYM Group was selected as the Settlement
11 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
12 in the amount of \$ 7,350. The estimate from LYM Group is attached hereto as Exhibit #6. I have
13 used ILYM Group successfully as the administrator in more than twenty prior settlements in the last
14 couple years and know them to be competent and experienced.
15

16 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
17 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.
18

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 13th day of January, 2025, at San Diego, California.
21

22 /s/ Kyle Nordrehaug
23 Kyle Nordrehaug
24
25
26
27
28

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rosalee Garcia and Nokalai Supnet (collectively, “Plaintiffs”) and defendant Elica Health Centers (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” or “Garcia PAGA Action” means the action entitled *Rosalee Garcia vs. Elica Health Centers*, Case No. 34-2022-00316193, pending in the Superior Court of the State of California, County of Sacramento.
- 1.2. “Actions” mean the actions entitled *Rosalee Garcia vs. Elica Health Centers*, Case No. 34-2022-00316184, pending in the Superior Court of the State of California, County of Sacramento (“Garcia Class Action”); *Rosalee Garcia vs. Elica Health Centers*, Case No. 34-2022-00316193, pending in the Superior Court of the State of California, County of Sacramento; and *Nokalai Supnet vs. Elica Health Centers*, Case No. 34-2022-00329843, pending in the Superior Court of the State of California, County of Sacramento (“Supnet Class Action”).
- 1.3. “Administrator” means IYLM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.5. “Aggrieved Employees” means all individuals who are or were employed by Defendant Elica Health Centers in California and classified as a non-exempt employee at any time during the period December 9, 2020 through December 31, 2023.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National

Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.8. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.9. "Court" means the Superior Court of California, County of Sacramento.
- 1.10. "Defendant" means named defendant Elica Health Centers.
- 1.11. "Defense Counsel" means Theodore E. Bacon and Skyler J. May of the law firm of Frost Brown Todd, LLP.
- 1.12. "Effective Date" means the date upon which the Court signs an Order approving the Settlement.
- 1.13. "Gross PAGA Settlement Amount" means the total sum of \$700,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses. The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required
- 1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.19. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug

Bhowmik De Blouw LLP (“BNBD”) and Brandon J. Sweeney of The Sweeney Law Firm (“Sweeney Law”), the attorneys representing the Plaintiffs in the Actions.

- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.21. “PAGA Notice” means plaintiff Garcia’s December 9, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from December 9, 2020 through December 31, 2023.
- 1.25. “Plaintiffs” mean Rosalee Garcia (“Plaintiff Garcia”) and Nokalai Supnet (“Plaintiff Supnet”), the named plaintiffs in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.28. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On March 2, 2022, Plaintiff Garcia filed a Class Action Complaint against Defendant alleging that Defendant: (1) Violated California Business and Professions Code § 17200 et seq.; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; (9) Discrimination and retaliation in violation of the Fair Employment Housing Act; and (10) Wrongful termination in violation of public policy ("Garcia Class Action").
- 2.2. On March 2, 2022, Plaintiff Garcia filed a Representative Action Complaint against Defendant alleging a single cause of action for recovery of penalties under the Private Attorneys General Act of 2004, §2699, et seq. ("Garcia PAGA Action").
- 2.3. On November 14, 2022, plaintiff Supnet filed a Class Action Complaint against Defendant alleging that Defendant: (1) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (2) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (3) Failed to pay timely wages during employment; (4) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.; (5) Failed to provide wages due to discharged for quitting employees; (6) Failed to maintain required records; (7) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and (8) Violated California Business and Professions Code § 17200 et seq. ("Supnet Class Action").
- 2.4. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiffs' individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs' Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs' Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the

Individual Settlement amount is not disclosed publicly.

- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Garcia gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6. On December 6, 2023, the Parties participated in an all-day mediation presided over by Honorable Lou Marlin which led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$700,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$233,333 and PAGA Counsel Litigation Expenses Payment of not more than \$43,500. PAGA Counsel Fees Payment awarded shall be allocated ninety percent (90%) to BNBD and ten percent (10%) to Sweeney Law. Defendant will not oppose requests for Court approval of these payments

provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$8,100 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,100, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$415,522.95 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$311,642.21) allocated to the LWDA PAGA Payment and 25% (no less than \$103,880.74) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 852 Aggrieved Employees who worked a total of 26,591 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court's Approval of this

Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiffs’ Individual Settlement Payments which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and Plaintiffs’ individual claims that are subject to separate releases, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel:

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

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4 Dismissal. The Parties shall file a stipulation for dismissal without prejudice of the Garcia Class Action and Supnet Class Action, promptly after Court approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Agreement, (1) there are 852 Aggrieved Employees who worked 26,591 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for approval. In the event the actual number of PAGA Pay Periods escalate beyond 33,300, the Gross PAGA Settlement Amount will increase proportionally. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion. Defendant will also provide a declaration under penalty of perjury describing the claims of financial distress that were factored into this settlement.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and

use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lou Marlin, for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this

Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Norman Blumenthal
 norm@bamlawca.com
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 Aparajit Bhowmik
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235 Pine Street, Suite 1150
San Francisco, CA 94104
Telephone: (415) 624-8665
Facsimile: (415) 391-1751

- 10.16 Execution in Counterparts. This Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiffs represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

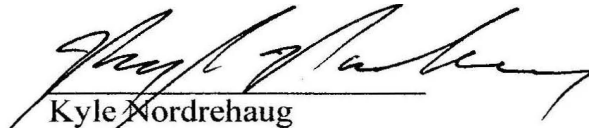
The Parties and their counsel hereby execute this Agreement.

Dated: 11/16/2024 
Rosalee Garcia (Nov 16, 2024 18:28 EST)
Plaintiff Rosalee Garcia

Dated: _____
Plaintiff Nokalai Supnet

Dated: _____

[name]
For Defendant Elica Health Centers

Dated: 12/17/24 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Brandon J. Sweeney
THE SWEENEY LAW FIRM

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

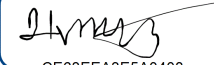
The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Rosalee Garcia

12/10/2024

Dated: _____

Signed by:

CE63EEA3E5A0408...

Plaintiff Nokalai Supnet

Dated: _____

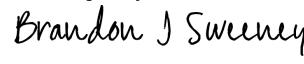
[name]
For Defendant Elica Health Centers

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

12/10/2024

Dated: _____

DocuSigned by:

21275BBA1FAD473...

Brandon J. Sweeney
THE SWEENEY LAW FIRM

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Rosalee Garcia

Dated: _____
Plaintiff Nokalai Supnet

Dated: 12/3/2024 | 6:10:38 PM PST
DocuSigned by:
Tatyana Bak
67D349DA69AF4B1...
Tatyana Bak, CEO
For Defendant Elica Health Centers

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Brandon J. Sweeney
THE SWEENEY LAW FIRM

Dated: 12/17/2024

A handwritten signature in blue ink, appearing to read "Theodore E. Bacon", positioned above a horizontal line.

Theodore E. Bacon
Skyler J. May Frost Brown Todd, LLP
Attorneys for Defendant

EXHIBIT 2

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

JANUARY 10, 2025

ROSALEE GARCIA

RE: ELICA HEALTH CENTERS
FILE NUMBER: CA2550.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/25/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO PROVIDE STATUS UPDATE.	3.90	850	3,315.00
10/29/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING DFEH AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. ANALYZE INDIVIDUAL DAMAGES. CONFERENCE WITH PLAINTIFF TO OBTAIN FACTS AND DISCUSS WAGE AND HOUR CLAIMS.	3.70	850	3,145.00
11/15/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL WAGE STATEMENTS FOR PAY STUB VIOLATIONS UNDER 226(A). LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.40	850	3,740.00
11/28/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT	4.60	850	3,910.00
12/07/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CALL	4.40	850	3,740.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WITH PLAINTIFF TO DISCUSS COMPLAINT CLAIMS AND PROCESS OF LAWSUIT.			
12/08/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND VIOLATIONS.	2.10	850	1,785.00
12/09/21	ND	LEGAL RESEARCH PAGA CLAIMS. DRAFT PAGA NOTICE. UPLOAD TO LWDA. STATUS UPDATE TO PLAINTIFF.	2.10	850	1,785.00
01/10/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
01/12/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
02/15/22	ND	REVIEW PAYSTUBS FOR 204 LATE PAYMENT OF WAGE CLAIMS. REVIEW SICK PAY AND VACATION PAY CLAIMS. LEGAL RESEARCH REGARDING THE SAME. STATUS UPDATE TO PLAINTIFF.	3.10	850	2,635.00
02/28/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	3.00	675	2,025.00
02/28/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
03/01/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.50	675	1,687.50
03/01/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION COMPLAINT	0.50	675	337.50
03/01/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAC. SUP. CT.	0.75	675	506.25
03/01/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
03/01/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ACTION			
03/01/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SAC. SUP. CT.	0.75	675	506.25
03/01/22	ND	REVIEW AND ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	2.10	850	1,785.00
03/08/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION CASE; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INTIAL CMC	0.50	675	337.50
03/08/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE PAGA ONLY CASE; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INTIAL CMC	0.50	675	337.50
03/08/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
03/29/22	AR	RECEIVE AND REVIEW NOTICE OF ASSIGNMENT; CORRESPONDENCE REGARDING SERVICE.	0.40	550	220.00
04/20/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION	0.70	675	472.50
04/20/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE PAGA ONLY ACTION	0.70	675	472.50
04/25/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE CLASS ACTION; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/25/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY ACTION; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/06/22	AR	REVIEW AND OUTLINE FILE AND DOCUMENTS FOR CLAIMS ANALYSIS IN ADVANCE OF DRAFTING DISCOVERY REQUESTS; DRAFT SUMMARY.	1.50	550	825.00
05/31/22 15	VR	REVIEW COURT'S ORDERS AND STANDING ORDERS; REVIEW STATUS OF DISCOVERY; ADVISE ASC	0.50	750	375.00
06/07/22	AR	REVIEW AND OUTLINE FILE FOR ONBOARDING PRIOR TO DRAFTING DISCOVERY IN CLASS AND PAGA ACTIONS.	1.20	550	660.00
06/08/22	AR	REVIEW DOCKET FOR STATUS OF APPEARANCES IN CLASS AND PAGA MATTERS; DRAFT SUMMARY.	0.50	550	275.00
06/08/22	AR	REVIEW AND OUTLINE WAGE STATEMENTS IN ADVANCE OF DRAFTING DISCOVERY REQUESTS.	0.80	550	440.00
06/09/22	AR	DRAFT BELAIRE WEST NOTICE; PROTECTIVE ORDER; NOTICE OF DEPOSITION; FORM INTERROGATORIES; SPECIAL INTERROGATORIES; REQUESTS FOR ADMISSIONS; REQUEST FOR PRODUCTION; AND PROOF OF SERVICE IN CLASS ACTION.	2.40	550	1,320.00
06/09/22	AR	DRAFT BELAIRE WEST NOTICE; PROTECTIVE ORDER; NOTICE OF DEPOSITION; FORM INTERROGATORIES; SPECIAL INTERROGATORIES; REQUESTS FOR ADMISSIONS; REQUEST FOR PRODUCTION; AND PROOF OF SERVICE IN PAGA ACTION.	2.00	550	1,100.00
06/10/22	AR	REVISE AND FINALIZE DISCOVERY REQUESTS AND NOTICE OF DEPOSITION IN CLASS ACTION;	1.20	550	660.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUBMIT FOR SERVICE.			
06/10/22	AR	REVISE AND FINALIZE DISCOVERY REQUESTS AND NOTICE OF DEPOSITION IN PAGA ACTION; SUBMIT FOR SERVICE.	1.00	550	550.00
		<u>TOTAL BILLED HOURS</u>			
ANDREW RONAN		11.00 hr @ 550.00	\$	6,050.00	
NICK DEBLOUW		30.40 hr @ 850.00	\$	25,840.00	
RICO EHMANN		16.80 hr @ 675.00	\$	11,340.00	
SCOTT BLUMENTHAL		5.20 hr @ 450.00	\$	2,340.00	
VICTORIA RIVAPALACIO		0.50 hr @ 750.00	\$	375.00	
		TOTAL PROFESSIONAL SERVICES	63.90		<u>\$ 45,945.00</u>
		COSTS ADVANCED			
12/09/21		PAGA FILING FEE			75.00
03/09/22		ONELEGAL/COURT FILING FEE			1,603.45
03/09/22		ONELEGAL/COURT FILING FEE			537.91
04/30/22		MESSENGER - KNOX			139.95
04/30/22		MESSENGER - KNOX			<u>60.95</u>
		TOTAL COSTS ADVANCED			<u>\$ 2,417.26</u>
		TOTAL CURRENT CHARGES			<u>\$ 48,362.26</u>

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/10/2025
Due On: 02/09/2025

Rosalee Garcia
7322 Florin Woods Dr Apt 505
Sacramento, CA 95823

CA2550

Elica Health Centers

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/12/2022	Review and Analyze: review complaint and docs; review status of case; advise AGR	0.50	\$750.00	\$375.00
Service	07/13/2022	Receive and review meet and confer correspondence; multiple correspondence with opposing counsel regarding teleconference.	0.50	\$550.00	\$275.00
Service	07/18/2022	Review and Analyze: review and analyze def's correspondence; review complaint and case notes; review discovery and status of case; telephone conference with def; advise AGR	2.50	\$750.00	\$1,875.00
Service	07/18/2022	Outline meet and confer correspondence in advance of call with opposing counsel; draft summary.	0.40	\$550.00	\$220.00
Service	07/18/2022	Meet and confer teleconference with opposing counsel; revise Belaire-West notices and draft multiple follow up correspondence.	0.80	\$550.00	\$440.00
Service	07/19/2022	Multiple correspondence regarding stipulation to consolidate actions.	0.40	\$550.00	\$220.00
Service	07/25/2022	Review and outline order and department rules in advance of drafting joint statement; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	07/27/2022	Review and outline file and docket for status; draft and finalize case management statement for filing and service.	1.00	\$550.00	\$550.00

Service	08/31/2022	Review prior correspondence regarding discovery responses; multiple follow up correspondence regarding the same.	0.60	\$550.00	\$330.00
Service	09/01/2022	Review revisions to Belaire notices; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	09/08/2022	Review and outline Belaire-West notices; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	09/26/2022	Review and revise Belaire-West notice in Class and PAGA actions; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	09/26/2022	Review and Revise: review and revise Belaire notice; review correspondence from Def; review discovery status; advise AR	1.20	\$750.00	\$900.00
Service	09/27/2022	Revise and finalize Belaire-West notices, submit to third party administrator.	1.00	\$550.00	\$550.00
Service	09/28/2022	Email from K. Hernandez re: administration of Belarie-West.	0.20	\$750.00	\$150.00
Service	09/28/2022	[Class] Receipt and review notice of change of handling attorney.	0.20	\$750.00	\$150.00
Service	09/28/2022	[PAGA] Receipt and review notice of change of handling attorney.	0.20	\$750.00	\$150.00
Service	09/28/2022	Multiple follow up correspondence with TPA regarding Belaire-West notices.	0.50	\$550.00	\$275.00
Service	10/04/2022	Receive correspondence from opposing counsel regarding substitution; draft multiple follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/05/2022	Review timeline and prior correspondence regarding extensions; draft follow up correspondence with CTL regarding discovery responses.	0.50	\$550.00	\$275.00
Service	10/05/2022	Follow up correspondence with opposing counsel regarding discovery and mediation.	0.40	\$550.00	\$220.00
Service	10/06/2022	ollow up correspondence with AB regarding transfer of case and pending discovery.	0.40	\$550.00	\$220.00
Service	10/07/2022	Review and outline order regarding selection of trial and mandatory settlement conference dates; review local rules regarding extension; draft summary.	0.80	\$550.00	\$440.00
Service	10/10/2022	Retrieve and review minute order; review docket for available trial dates; draft summary correspondence with opposing counsel.	0.60	\$550.00	\$330.00
Service	10/10/2022	Review Court website regarding procedure; complete trial and MSC selection process; follow up correspondence with opposing counsel regarding the same.	0.80	\$550.00	\$440.00

Service	10/10/2022	Draft notice regarding hearing dates and proof of service; draft follow up correspondence.	1.20	\$550.00	\$660.00
Service	10/11/2022	Discuss with team MSC and Trial dates per Sacramento rules.	0.20	\$750.00	\$150.00
Service	10/11/2022	Review local rules and docket for status of trial setting; follow up correspondence with AC regarding the same.	0.40	\$550.00	\$220.00
Service	10/11/2022	Receive and review notice from Court regarding timeline; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/11/2022	Download and compile exhibits, revise, finalize, file and serve notice of trial and MSC dates.	0.80	\$550.00	\$440.00
Service	10/28/2022	Review file and docket in Class action for status of substituting attorney; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	11/03/2022	Review and outline file and prior correspondence for status of discovery and mediation; draft summary correspondence with substituting counsel.	0.70	\$550.00	\$385.00
Service	11/03/2022	Email from Y. Salvador requesting class data.	0.20	\$750.00	\$150.00
Service	11/10/2022	Review docket and orders regarding initial case management conference; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/10/2022	Review file for status of substitution in Class and PAGA actions; review status of discovery; draft revised proof of service.	0.40	\$550.00	\$220.00
Service	11/11/2022	Review and outline pleadings; draft comprehensive joint statement; submit to opposing counsel for review.	1.70	\$550.00	\$935.00
Service	11/14/2022	[PAGA] Receipt and review Notice of Association of Counsel.	0.30	\$750.00	\$225.00
Service	11/14/2022	[CLASS] Receipt and review Notice of Association of Counsel.	0.30	\$750.00	\$225.00
Service	11/14/2022	Follow up correspondence with opposing counsel regarding joint statement; receive and review notices.	0.60	\$550.00	\$330.00
Service	11/15/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.40	\$550.00	\$220.00
Service	11/16/2022	Follow up correspondence with opposing counsel regarding joint statement; follow up teleconference.	0.50	\$550.00	\$275.00
Service	11/16/2022	Receive and review revisions to joint statement; revise, finalize, file and serve joint statement.	1.20	\$550.00	\$660.00
Service	11/30/2022	Receipt and review tentative ruling re Joint Case	0.20	\$750.00	\$150.00

Management.					
Service	11/30/2022	Receive and review order from Court; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	12/02/2022	Prepare for Case Management Conference.	0.30	\$750.00	\$225.00
Service	12/02/2022	Attend Case Management Conference.	0.80	\$750.00	\$600.00
Service	12/02/2022	Email to T. Rofos re: discovery extension and Stipulation to Stay Pending mediation.	0.40	\$750.00	\$300.00
Service	12/02/2022	Receipt and review Notice of Positing Complex Fees.	0.20	\$750.00	\$150.00
Service	12/09/2022	Multiple correspondence with opposing counsel regarding mediation; review file for status of discovery.	0.40	\$550.00	\$220.00
Service	12/13/2022	Email from T. Rofos re: revisions to stipulation to stay pending mediation; Revise stipulations to stay pending mediation.	0.50	\$750.00	\$375.00
Service	12/13/2022	[Class] Receipt and review Stipulation to Stay Pending Mediation; Email from A. Adams re: same.	0.30	\$750.00	\$225.00
Service	12/13/2022	[PAGA] Receipt and review Stipulation to Stay Pending Mediation; Email from A. Adams re: same.	0.20	\$750.00	\$150.00
Service	12/13/2022	Multiple correspondence with all counsel and ILYM Group regarding administration of Belaire-West notice.	0.30	\$550.00	\$165.00
Service	12/14/2022	Multiple emails from T. Rofos re: stipulation to stay pending mediation finalized.	0.20	\$750.00	\$150.00
Service	12/20/2022	Review and analyze Order Staying Case Pending Mediation.	0.30	\$750.00	\$225.00
Service	12/22/2022	Review and analyze Order Staying Case Pending Mediation.	0.30	\$750.00	\$225.00
Service	12/22/2022	Review and analyze Order Continuing CMC.	0.30	\$750.00	\$225.00
Service	12/22/2022	Review and outline documents for claims analysis; draft summary of pay codes.	1.00	\$550.00	\$550.00
Service	12/23/2022	Review and outline documents for mediation data request; create exhibit book.	1.50	\$550.00	\$825.00
Service	12/23/2022	Draft mediation data request; submit to AB for review.	1.00	\$550.00	\$550.00
Service	12/28/2022	Email to A. Adams re: Stipulation to Stay Pending Mediation and revised date for discovery.	0.30	\$750.00	\$225.00
Service	01/03/2023	Receipt and review notice of complex determination.	0.20	\$750.00	\$150.00

Service	01/05/2023	Serve Notice of Complex Case Determination with POS on OPC, file POS (PAGA)	0.50	\$250.00	\$125.00
Service	01/05/2023	Draft Notice of Payment of Complex Fees and file via Knox (PAGA)	0.50	\$250.00	\$125.00
Service	01/06/2023	Review and analyze order re complex case management.	0.30	\$750.00	\$225.00
Service	01/06/2023	Review and analyze docket re case management rescheduled.	0.20	\$750.00	\$150.00
Service	01/09/2023	Save conformed notice of posting complex fees and add receipt to file	0.20	\$250.00	\$50.00
Service	01/10/2023	Review and analyze Notice of case management conference and orders re complex procedures.	0.30	\$750.00	\$225.00
Service	01/10/2023	Email form G. Ullrich re: Notice of CMC and updated proof of service.	0.20	\$750.00	\$150.00
Service	01/10/2023	Serve notice of CMC on OPC via email, file POS via One Legal	0.50	\$250.00	\$125.00
Service	01/10/2023	PAGA - Update POS re remove former counsel (Ericksen firm)	0.20	\$250.00	\$50.00
Service	01/31/2023	Serve courtesy copy of conformed stips to stay on OPC per OPC's request	0.30	\$250.00	\$75.00
Service	03/03/2023	Review timeline and prepare update for mediation data.	0.40	\$550.00	\$220.00
Service	03/06/2023	Review file for status of mediation documents; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	03/10/2023	Confirm docs bates stamped	0.20	\$250.00	\$50.00
Service	03/27/2023	Review file for status of mediation data; draft follow up correspondence with opposing counsel regarding the same.	0.50	\$550.00	\$275.00
Service	03/29/2023	Multiple correspondence with AB regarding status of mediation; draft follow up correspondence with opposing counsel regarding the same.	0.50	\$550.00	\$275.00
Service	03/29/2023	Receipt and review of correspondence from Thalia Rofos regarding continuance of mediation.	0.10	\$675.00	\$67.50
Service	04/06/2023	Review file for status of mediation data; multiple follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	04/06/2023	Correspondence with opposing counsel regarding workweeks and pay periods; follow up with AB.	0.30	\$550.00	\$165.00
Service	04/07/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00

Service	04/11/2023	Review mediation data; draft follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	04/11/2023	Receive and review additional documents and data from opposing counsel; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	04/12/2023	Multiple correspondence with AB regarding mediation data; save additional documents to file.	0.60	\$550.00	\$330.00
Service	04/14/2023	Receive and review additional documents from opposing counsel; correspondence with expert regarding the same.	0.50	\$550.00	\$275.00
Service	04/19/2023	Multiple correspondence with AB and co-counsel regarding mediation; review file for status of stipulation.	0.40	\$550.00	\$220.00
Service	04/19/2023	Calendar new reminder re Bates stamp docs due to mediation rescheduled	0.20	\$250.00	\$50.00
Service	04/28/2023	Review file and correspondence for status; draft amended mediation data request.	0.80	\$550.00	\$440.00
Service	05/02/2023	Review file for status; draft revised stipulations and proposed orders in Class and PAGA actions; submit to opposing counsel.	1.50	\$550.00	\$825.00
Service	05/03/2023	Multiple follow up correspondence with opposing counsel regarding revised stipulations.	0.30	\$550.00	\$165.00
Service	05/03/2023	Draft revisions to stipulations and proposed orders in Class and PAGA actions; draft follow up correspondence with opposing counsel; finalize, file and serve.	0.80	\$550.00	\$440.00
Service	05/03/2023	Correspondence from Alexandra Adams re approval of draft stipulations re mediation.	0.10	\$675.00	\$67.50
Service	05/03/2023	Combine defendant's documents, Bates stamp, break up and save in exhibit book	4.00	\$250.00	\$1,000.00
Service	05/04/2023	Review and outline additional documents for mediation; multiple correspondence with AC regarding the same.	1.00	\$550.00	\$550.00
Service	05/04/2023	Update courtlinks to add RH, email AGR re notifications N/A atm	0.20	\$250.00	\$50.00
Service	05/08/2023	Receipt and review of correspondence from Alexandra Adams regarding Defense case handling, and determination as to whether any action is required.	0.20	\$675.00	\$135.00
Service	05/09/2023	Update POS	0.20	\$250.00	\$50.00
Service	05/10/2023	Review and outline previously produced documents; draft summary; follow up correspondence with RH	1.00	\$550.00	\$550.00

		regarding mediation documents.			
Service	05/10/2023	Review docket for status of stipulations; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	05/10/2023	Teleconference with RH regarding mediation data and status; review additional documents and draft follow up summary.	0.80	\$550.00	\$440.00
Service	05/10/2023	Review of relevant file materials and confer with AGR in preparation for assuming handling of mediation data request.	0.80	\$675.00	\$540.00
Service	05/10/2023	Correspondence to Charles Painter re request for status of data and records for mediation.	0.20	\$675.00	\$135.00
Service	05/11/2023	Telephone call from A. Khan re: cancellation of mediation and responses to discovery; Email re: same; Discuss with Andy re: PMK dates.	0.60	\$750.00	\$450.00
Service	05/11/2023	Multiple correspondence with opposing counsel and ND regarding mediation; teleconference with CTL; review stipulation and draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	05/11/2023	Correspondence from Kim Findley re handling defense attorneys.	0.10	\$675.00	\$67.50
Service	05/11/2023	Correspondence from Adam Khan re Plaintiff's intent to exercise mediation cancellation contingencies pursuant to stipulation.	0.10	\$675.00	\$67.50
Service	05/12/2023	Emails to/from A. Khan re: meet and confer re discovery responses and PMK deposition; Discuss with AJ re: same.	0.50	\$750.00	\$375.00
Service	05/17/2023	Email OPC re PMK depo dates	0.20	\$250.00	\$50.00
Service	05/17/2023	Draft notices of cancellation of mediation	0.50	\$250.00	\$125.00
Service	05/18/2023	Review docket for status of stipulation; review correspondence; draft, finalize, file and serve notice of cancellation of mediation and request to set case management conference in Class action.	1.20	\$550.00	\$660.00
Service	05/18/2023	Review docket for status of stipulation; review correspondence; draft, finalize, file and serve notice of cancellation of mediation and request to set case management conference in PAGA action.	0.70	\$550.00	\$385.00
Service	05/18/2023	Finalize ntcs of cancellation of mediaiton, file via One Legal, serve via email, circulate	0.50	\$250.00	\$125.00
Service	05/19/2023	Email from/to A. Khan re: request for extension on discovery responses.	0.30	\$750.00	\$225.00
Service	05/22/2023	Addressed the harassing at Team Meeting, OK to stop bugging OPC re PMK depo dates	0.20	\$250.00	\$50.00

Service	05/24/2023	Receipt and review of tentative ruling regarding case management conference, parties' joint stipulation regarding mediation, and notice of cancellation of mediation, and determination of further handling of pending CMC.	0.40	\$675.00	\$270.00
Service	05/24/2023	Email Tentative Ruling to RH for review	0.20	\$250.00	\$50.00
Service	06/06/2023	Telephone calls from A. Khan re: meet and confer re: discovery responses and extension related to court order; Discuss with AJ re: same.	0.50	\$750.00	\$375.00
Service	06/06/2023	Email to A. Khan re: meet and confer re: discovery responses and extension related to court order.	0.20	\$750.00	\$150.00
Service	06/07/2023	Email from AJ re: A. Khan's email and request for discovery extension.	0.30	\$750.00	\$225.00
Service	06/08/2023	Preparation of correspondence to Defendant regarding request for deposition of PMK; comprehensive review of relevant file materials, including regarding history of mediation and cancellations, orders, and relevant correspondence.	1.00	\$675.00	\$675.00
Service	06/08/2023	Pull minute order re 2nd stip and ntc of cancellation of mediation and email to CTL	0.30	\$250.00	\$75.00
Service	06/09/2023	Correspondence with Adam Khan regarding Defendant's outstanding discovery and deposition dates for its PMK; and review of relevant file materials, including discovery, stipulations, orders, and prior correspondence.	0.40	\$675.00	\$270.00
Service	06/12/2023	Email from A. Khan re: meet and confer re: PMK deposition; Email to AJ re: same.	0.30	\$750.00	\$225.00
Service	06/12/2023	Review and analyze Defendant's responses to request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; Discuss meet and confer with AJ and Randy.	0.50	\$750.00	\$375.00
Service	06/12/2023	Multiple correspondence regarding status of discovery; teleconference with RH regarding the same.	0.70	\$550.00	\$385.00
Service	06/12/2023	Review and analysis of Defendant's responses to first set of discovery in class and PAGA actions, requests, relevant correspondence, stipulations and orders; confer with CTL and AJB re plan for handling; and preparation of meet and confer correspondence to Defendant's counsel.	1.90	\$675.00	\$1,282.50
Service	06/12/2023	Review Defendant's discovery responses in both class and PAGA actions and correspondence re deposition of Defendant's PMK, and preparation of meet and confer letter to Defendant's counsel re same; and update relevant case notes.	1.40	\$675.00	\$945.00

Service	06/12/2023	Correspondence from Adam Khan re unavailability to meet and confer re Defendant's discovery responses and dates for PMK deposition.	0.10	\$675.00	\$67.50
Service	06/13/2023	Email to/from A. Khan re: meet and confer and substitution of counsel.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email to/from A. Khan re: meet and confer re discovery responses and obligation as counsel of record.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email to/from A. Khan re: refusal to meet and confer re objections to discovery and substitution of counsel; Discuss with AJ re IDC.	0.30	\$750.00	\$225.00
Service	06/13/2023	Discuss with Andy status of Belaire-West and possible IDC.	0.30	\$750.00	\$225.00
Service	06/13/2023	Multiple correspondence regarding Belaire West notice and status of discovery.	0.30	\$550.00	\$165.00
Service	06/13/2023	Review file and prior correspondence for status of Belaire notice; draft summary; teleconference with CTL regarding the same.	0.80	\$550.00	\$440.00
Service	06/13/2023	Examine relevant requirements re Informal Discovery Conference, including local rules, Code of Civil Procedure, and California Rules of Court, and determination of meet and confer obligations, request/scheduling, impact upon filing of motions to compel; and preparation of correspondence to Defendant's counsel re request for dates for IDC and proposal to toll MTC filing deadline.	1.20	\$675.00	\$810.00
Service	06/13/2023	Multiple communications with Adam Khan re meet and confer as to Defendant's discovery responses and dates for deposition of its PMK, including reasons for inability to meet and confer.	0.20	\$675.00	\$135.00
Service	06/13/2023	Research IDC, email team, PhMwRH	0.50	\$250.00	\$125.00
Service	06/14/2023	Discuss Ex Parte Application for Leave with Randy.	0.30	\$750.00	\$225.00
Service	06/14/2023	Draft updated Belaire-West notices; teleconference with CTL and RH; draft correspondence with opposing counsel regarding the same.	0.70	\$550.00	\$385.00
Service	06/15/2023	Email from Y. Salvador re: Belaire West administration.	0.20	\$750.00	\$150.00
Service	06/15/2023	Correspondence with ILYM Group regarding Belaire West notice.	0.30	\$550.00	\$165.00
Service	06/15/2023	Finalize and submit Belaire-West notices to ILYM; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	06/20/2023	Review of relevant file materials, including Court docket, to develop plan for handling pending Joint	0.40	\$675.00	\$270.00

Case Management Conference Statement, particularly in light of ongoing discovery issues.					
Service	06/20/2023	Preparation of Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for Class Action), including contemporaneous examination of relevant file materials and research of relevant supporting authority.	3.50	\$675.00	\$2,362.50
Service	06/21/2023	Multiple teleconferences with RH regarding discovery and ex parte application.	0.60	\$550.00	\$330.00
Service	06/21/2023	Review and revise draft ex parte application; review local rules; draft follow up correspondence.	1.50	\$550.00	\$825.00
Service	06/21/2023	Draft Joint Case Management Statement; and telephone call and email to Adam Khan re same.	1.40	\$675.00	\$945.00
Service	06/21/2023	Telephone call from Adam Khan re acknowledgment of Joint Case Management Statement due and plan re same.	0.10	\$675.00	\$67.50
Service	06/21/2023	Review of revised draft of Joint Case Management Statement from Adam Khan; further revision to incorporate facts re stipulations per AJB; and preparation of correspondence to Adam Khan re same.	0.40	\$675.00	\$270.00
Service	06/21/2023	Preparation of Declaration in Support of Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for Class Action), including preparation of numerous (17) exhibits.	2.30	\$675.00	\$1,552.50
Service	06/21/2023	Preparation of Proposed Order Granting Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for Class Action).	0.40	\$675.00	\$270.00
Service	06/21/2023	Preparation of Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for PAGA Action), including contemporaneous examination of relevant file materials and research of relevant supporting authority.	2.30	\$675.00	\$1,552.50
Service	06/21/2023	PhMwRH re ex parte // research ex parte procedure, email Team	0.50	\$250.00	\$125.00
Service	06/22/2023	[PAGA] Receipt and review substitution of attorney.	0.10	\$750.00	\$75.00
Service	06/22/2023	[Class] Receipt and review substitution of attorney.	0.10	\$750.00	\$75.00

Service	06/22/2023	Preparation of Declaration in Support of Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for PAGA Action), including preparation of numerous (17) exhibits.	1.80	\$675.00	\$1,215.00
Service	06/22/2023	Preparation of Proposed Order Granting Plaintiff's Ex Parte Application for Relief from Meet and Confer Requirement and Leave to File Motions to Compel Defendant's Further Discovery Responses and Deposition (for PAGA Action).	0.30	\$675.00	\$202.50
Service	06/22/2023	Receipt and review of Defendant's substitutions of attorney and determination as to further handling of Plaintiff's Ex Parte Application and Joint Case Management Statement.	0.30	\$675.00	\$202.50
Service	06/22/2023	Preparation of correspondence to Ted Bacon re E-Service Agreement, pending discovery issues, requests/proposal re same, Parties joint case management conference statement; and review of relevant file materials.	1.20	\$675.00	\$810.00
Service	06/22/2023	Receipt and review of revised Joint CMC Statement, assessment of all changes by Defendant's new counsel, finalization, service, filing, and circulate summary of same.	0.70	\$675.00	\$472.50
Service	06/22/2023	Correspondence with Adam Khan re further revision to Joint Case Management Statement and handling attorney for Defendant re same.	0.20	\$675.00	\$135.00
Service	06/22/2023	Correspondence from Ted Bacon re e-service particulars, deadline to move to compel Defendant's further discovery responses, and joint CMC statement.	0.20	\$675.00	\$135.00
Service	06/22/2023	Call court re ex parte	0.20	\$250.00	\$50.00
Service	06/22/2023	PhMwRH re ex parte	0.40	\$250.00	\$100.00
Service	06/22/2023	File joint CMS via one legal, serve via email, circulate, email courtesy copy to dept 28	0.30	\$250.00	\$75.00
Service	06/23/2023	Comprehensive review of relevant file materials and preparation of Mediation Summary Case Notes document, including summary of known facts and documents produced, as well as missing facts and documents.	2.70	\$675.00	\$1,822.50
Service	06/23/2023	Preparation of correspondence to Ted Bacon re request to meet and confer re Defendant's discovery responses, PMK deposition dates, and mediation data.	0.20	\$675.00	\$135.00
Service	06/23/2023	Correspondence from Ted Bacon re request for prior discovery and responses at issue in discovery	0.10	\$675.00	\$67.50

		disputes with prior counsel.			
Service	06/26/2023	Review file for status of mediation data; draft summary; multiple correspondence with RH regarding the same.	0.80	\$550.00	\$440.00
Service	06/26/2023	Comprehensive review of all relevant file materials to determine specific discovery issues for meet and confer and readiness for potential mediation; and preparation of lengthy correspondence to Ted Bacon regarding same, with preparation of multiple attachments.	1.40	\$675.00	\$945.00
Service	06/26/2023	Comprehensive review of all file materials, focusing on documents produced, to determine readiness to re-engage in mediation; and preparation of lengthy correspondence to Ted Bacon re discovery and deposition issues for meet and confer and hurdles to mediation; and update case notes, including mediation summary, re same.	1.40	\$675.00	\$945.00
Service	06/27/2023	Preparation and update of multiple case summaries regarding documents produced by Defendant; and contemporaneous examination and organization of approximately 2,500 files produced by Defendant.	1.50	\$675.00	\$1,012.50
Service	06/27/2023	Correspondence with Ted Bacon re meet and confer telephone call.	0.10	\$675.00	\$67.50
Service	06/27/2023	PhMwRH re D's docs	0.50	\$250.00	\$125.00
Service	06/27/2023	Update POS	0.20	\$250.00	\$50.00
Service	06/28/2023	Email from Y. Salvador requesting class data for Belaire West.	0.20	\$750.00	\$150.00
Service	06/28/2023	Email from A. Khan re: class data for purposes of Belaire-West and substitution of counsel; Discuss IDC with Randy and Andy.	0.30	\$750.00	\$225.00
Service	06/28/2023	Multiple correspondence regarding Belaire administration.	0.30	\$550.00	\$165.00
Service	06/28/2023	Telephone call and multiple correspondences with Ted Bacon regarding meet and confer as to Defendant's discovery responses, including administration of Belaire-West notices, and potential mediation; and communications with AJB re same.	0.90	\$675.00	\$607.50
Service	06/28/2023	Correspondence from Yesenia Salvador re request for data for administration of Belaire-West Notice and Adam Khan's response to same.	0.20	\$675.00	\$135.00
Service	07/05/2023	Review and analyze rejection of substitution of counsel.	0.30	\$750.00	\$225.00
Service	07/05/2023	Preparation for pending CMC by review of Court docket, retrieve/analyze tentative ruling and Court's	1.30	\$675.00	\$877.50

		rejection of Defendant's substitution of attorney, update case notes re same, and draft correspondence to Defendant's counsel re plan for handling.			
Service	07/05/2023	Correspondence with Ted Bacon re further conference to meet and confer re discovery, document production, and mediation.	0.20	\$675.00	\$135.00
Service	07/05/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/05/2023	Correspondence from Ted Bacon re his intent to appear for CMC and resolution of issue re Defendant's substitution of attorney.	0.10	\$675.00	\$67.50
Service	07/06/2023	Teleconference with RH regarding status of discovery and Belaire notice.	0.30	\$550.00	\$165.00
Service	07/06/2023	Telephone call and follow up correspondence with Ted Bacon re meet and confer as to ongoing issues re Defendant's discovery responses and document production.	0.50	\$675.00	\$337.50
Service	07/06/2023	Correspondence from Ted Bacon re transfer of file from prior counsel and his plan for review of same.	0.10	\$675.00	\$67.50
Service	07/10/2023	Review OPC's SOA, confirm POS up to date with new info	0.20	\$250.00	\$50.00
Service	07/12/2023	Receipt and review Tentative on CMC.	0.20	\$750.00	\$150.00
Service	07/12/2023	Review, analysis, and evaluation of tentative ruling re pending CMC.	0.10	\$675.00	\$67.50
Service	07/13/2023	Download tentative re CMC: appearance required on hearing 7/13/23	0.10	\$250.00	\$25.00
Service	07/13/2023	Preparation for and appearance at Case Management Conference, and circulate follow-up summary regarding the same.	1.30	\$675.00	\$877.50
Service	07/18/2023	Correspondence from Yesenia Salvador re status of data requested for ILYM's administration of Belaire-West Notice, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	07/21/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/24/2023	Teleconference with RH regarding status of discovery; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	07/25/2023	Preparation of meet and confer letter to Ted Bacon re status of Defendant's further discovery responses and data for Belaire-West notice; contemporaneous	0.40	\$675.00	\$270.00

		review of relevant file materials to ascertain status and to develop plan; and subsequent correspondence re same.			
Service	07/26/2023	Telephone conference with Ted Bacon re potential mediation and Defendant's expectations re informal production of data to facilitate mediation; preparation of follow-up correspondence to Mr. Bacon re same and drafts of stipulated protective orders.	0.40	\$675.00	\$270.00
Service	07/27/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	07/28/2023	Correspondence to Ted Bacon re status of Defendant's decision re informal production of records to facilitate mediation.	0.20	\$675.00	\$135.00
Service	07/28/2023	Review alert re doc filed by D, check court's website re Notice of Change of Handling Attorney (D), POS up to date	0.20	\$250.00	\$50.00
Service	07/28/2023	Correspondence from Ted Bacon re Defendant's agreement to produce different sample sizes of time and pay records.	0.20	\$675.00	\$135.00
Service	08/01/2023	Email Y. Salvador re: meet and confer re: ILYM data upload.	0.20	\$750.00	\$150.00
Service	08/01/2023	Email to/from T. Bacon re: ILYM data upload re Belaire-West Notice	0.30	\$750.00	\$225.00
Service	08/01/2023	Correspondence from Yesenia Salvador and Ted Bacon re status of Defendant's submission of data for administration of Belaire-West Notice.	0.20	\$675.00	\$135.00
Service	08/01/2023	Correspondence from Ted Bacon re mediation with Lou Marlin.	0.10	\$675.00	\$67.50
Service	08/02/2023	Correspondences with Mara Schwark, Ted Bacon, and Yesenia Salvador re administration of Belaire-West notices.	0.50	\$675.00	\$337.50
Service	08/02/2023	Email from S. Patel re: second mediation with L. Marlin.	0.20	\$750.00	\$150.00
Service	08/02/2023	Email from T. Bacon re mediation with L. Marlin.	0.20	\$750.00	\$150.00
Service	08/02/2023	Email from Y. Salvador re: draft Belaire West Notice in Class and PAGA Actions.	0.30	\$750.00	\$225.00
Service	08/02/2023	Email from/to T. Bacon regarding concerns with ILYM and Apex.	0.20	\$750.00	\$150.00
Service	08/02/2023	Email from/to M. Schwark re: data uploaded to ILYM's secure portal.	0.20	\$750.00	\$150.00
Service	08/02/2023	Review Belaire-West notices; multiple	0.60	\$550.00	\$330.00

		correspondence with RH regarding the same.			
Service	08/02/2023	Correspondences with Ted Bacon and Sonia Patel re mediation with Lou Marlin.	0.20	\$675.00	\$135.00
Service	08/03/2023	Review and analyze Belaire-West Notice and documents for mailing; Email from Y. Salvador re: Belaire-West Administration; Discuss with Randy re: same.	0.50	\$750.00	\$375.00
Service	08/03/2023	Receipt, review, and analysis of Belaire-West Notice mailing documents and administration timeline from ILYM; revisions to notices to correct notice information for Defendant's counsel; and preparation of correspondence to Ted Bacon re same.	0.60	\$675.00	\$405.00
Service	08/03/2023	Multiple correspondence with RH regarding Belaire notice; review final documents.	0.50	\$550.00	\$275.00
Service	08/03/2023	Correspondence with Ted Bacon and Yesenia Salvador re updated Belaire-West notice mailing documents based on revised drafts of Belaire-West notices.	0.20	\$675.00	\$135.00
Service	08/04/2023	Review revised Belaire-West notice mailing documents from ILYM, and multiple correspondences with Ted Bacon and Yesenia Salvador re approval and administration of same.	0.30	\$675.00	\$202.50
Service	08/04/2023	Email from S. Patel re: mediation and briefing schedule.	0.20	\$750.00	\$150.00
Service	08/04/2023	Correspondence from Sonia Patel re particulars for mediation briefs.	0.10	\$675.00	\$67.50
Service	08/09/2023	Email from Y. Salvador re: Belaire-West Notice mailing.	0.30	\$750.00	\$225.00
Service	08/09/2023	Correspondence from Yesenia Salvador re completion of mailing.	0.10	\$675.00	\$67.50
Service	08/11/2023	Review and analyze Notice of Related cases.	0.30	\$750.00	\$225.00
Service	08/11/2023	Correspondence from Skyler May request to consolidate PAGA and class actions, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	08/15/2023	Email from S. May re: consolidation of Class and PAGA; Discuss with AJ concurrent jurisdiction issues; Email wit AJ re: same.	0.50	\$750.00	\$375.00
Service	08/16/2023	Preparation to draft Case Management Statement by review of relevant file information, confer with AGR regarding mediation data requests, and telephone call to Ted Bacon.	0.40	\$675.00	\$270.00
Service	08/16/2023	Preparation of Joint Stipulation to Stay Case Pending Mediation in class action, including	1.30	\$675.00	\$877.50

		contemporaneous review of relevant file materials to ascertain facts for inclusion.			
Service	08/16/2023	Preparation of Joint Stipulation to Stay Case Pending Mediation in PAGA action, including contemporaneous review of relevant file materials to ascertain facts for inclusion.	1.30	\$675.00	\$877.50
Service	08/16/2023	Preparation of Joint Case Management Statement in class action, including contemporaneous review of relevant file materials to ascertain facts for inclusion.	0.70	\$675.00	\$472.50
Service	08/16/2023	Preparation of Joint Case Management Statement in PAGA action, including contemporaneous review of relevant file materials to ascertain facts for inclusion.	0.60	\$675.00	\$405.00
Service	08/16/2023	Telephone call with Ted Bacon to meet and confer re CMC; update Stipulated Protective Orders pursuant to discussions; and preparation of correspondence to Mr. Bacon re Joint Case Management Statements, Joint Stipulations to Stay Case Pending Mediation, and Stipulated Protective Orders.	0.50	\$675.00	\$337.50
Service	08/16/2023	Correspondences with Ted Bacon re Joint Stipulations to Stay Case Pending Mediation, specifically as to resumption of discovery upon failed mediation; modification to Joint Stipulations and Joint Case Management Statements in both PAGA and class actions per discussions; and finalization, execution, and correspondence to Mr. Bacon re same.	1.40	\$675.00	\$945.00
Service	08/17/2023	Correspondence to Ted Bacon re status of Joint Case Management Statements and Stipulations to Stay Case Pending Mediation.	0.20	\$675.00	\$135.00
Service	08/17/2023	[PAGA] Receipt and review Stipulation to Stay Pending Mediation and Joint CMS; Email form M. Schwark re: same.	0.30	\$750.00	\$225.00
Service	08/17/2023	[Class] Receipt and review Stipulation to Stay Pending Mediation and Joint CMS; Email form M. Schwark re: same.	0.30	\$750.00	\$225.00
Service	08/17/2023	Correspondence with Mara Schwark re finalized Parties' Joint Case Management Statements and Stipulations to Stay Cases Pending Mediation; and update relevant relevant file notes and deadlines to reflect the same.	0.50	\$675.00	\$337.50
Service	08/17/2023	Correspondence from Yesenia Salvador re ILYM report re mailed notices and received responses for Belaire-West Notice.	0.20	\$675.00	\$135.00
Service	08/18/2023	Receipt, review, and analysis of proposed joint motion to extend Defendant's deadline to raise	0.70	\$675.00	\$472.50

		discovery issues with Court, and confer with AGR re same and to coordinate strategy with respect to pending conference call with clerk re Defendant's discovery objections.			
Service	08/22/2023	Review notice of related case filed by defendant, download operative complaint of related case	0.30	\$250.00	\$75.00
Service	08/23/2023	Review and analyze Supnet v. Elica - 34-2022-00329843 - Class Action Complaint	0.30	\$750.00	\$225.00
Service	08/23/2023	Correspondence from Yesenia Salvador re ILYM report re mailed notices and received responses for Belaire-West Notice.	0.20	\$675.00	\$135.00
Service	08/25/2023	Receipt, review, and analysis of Court's orders granting Parties' Stipulations to Stay Cases Pending Mediation in both PAGA and class actions.	0.20	\$675.00	\$135.00
Service	08/25/2023	Class and PAGA - Review status of cases, confirm hearings for both matters still on calendar 8/31/23, download conformed stipulations, hearings for both matters continued to 1/4/24 and 1/11/24, circulate and ask CJ to update calendar	0.50	\$250.00	\$125.00
Service	08/28/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	08/28/2023	Correspondence from Mara Schwark re differences between Court's orders re Stipulations to Stay Case Pending Mediation.	0.20	\$675.00	\$135.00
Service	08/30/2023	Correspondence from Yesenia Salvador re ILYM report re mailed notices and received responses for Belaire-West Notice.	0.20	\$675.00	\$135.00
Service	08/31/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
Service	08/31/2023	Teleconference with RH regarding status of discovery; review file and draft summary.	0.50	\$550.00	\$275.00
Service	09/06/2023	Email from Y. Salvador re: Belaire-West Opt Outs.	0.30	\$750.00	\$225.00
Service	09/07/2023	Review status of stips to stay, download and save conformed copies to the file	0.20	\$250.00	\$50.00
Service	09/13/2023	Review and outline orders regarding motion to compel deadline; review docket regarding stay of actions; draft multiple follow up correspondence.	0.60	\$550.00	\$330.00
Service	09/15/2023	Emails from Y. Salvador re: Class List; Discuss with AJ re: mediation and declaration in light of mediation.	0.40	\$750.00	\$300.00
Service	09/15/2023	Email from Y. Salvador re: Final Report re Opt-Outs.	0.20	\$750.00	\$150.00

Service	10/19/2023	Review file for status of mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	10/25/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	10/30/2023	Multiple correspondence regarding mediation data and protective order; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/30/2023	Teleconference with opposing counsel regarding mediation data; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	10/30/2023	Draft protective order and submit to opposing counsel.	0.80	\$550.00	\$440.00
Service	10/31/2023	Receive and review revisions to protective order from opposing counsel; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	11/07/2023	Receive and review updated mediation data; update file and spreadsheet.	0.80	\$550.00	\$440.00
Service	11/09/2023	Review and analyze data for mediation purposes. Analyze case file and court docket. Legal research. Conference with Plaintiff and prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	11/12/2023	Review paystub exemplars for overtime and wage statement claims. Review time punch data for meal break violations. Legal research regarding the same.	3.20	\$850.00	\$2,720.00
Service	11/14/2023	Conference with Plaintiff to obtain background facts for mediation brief. Review case demographics. Draft MOU for mediation.	2.80	\$850.00	\$2,380.00
Service	11/21/2023	Email from T. Bacon re: mediation appearances.	0.20	\$750.00	\$150.00
Service	11/25/2023	Review facts and law. Draft mediation brief.	5.90	\$850.00	\$5,015.00
Service	11/27/2023	Prep for and have call with cocounsel. Draft/send JPA. Analyze overlap issues. Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	11/27/2023	Multiple correspondence with AB regarding mediation data; review documents and update exhibit book and mediation spreadsheet.	1.50	\$550.00	\$825.00
Service	11/30/2023	Teleconference with client regarding claims; draft and circulate case analysis.	1.40	\$550.00	\$770.00
Service	11/30/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	11/30/2023	Review and analyze related case overlap. Review and revise JPA. Send to Plaintiff for approval.	1.10	\$850.00	\$935.00
Service	12/01/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00

Service	12/05/2023	Review and analyze all mediation materials and exhibits thereto. Analyze expert damage and penalty report. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	12/06/2023	Email from T. Bacon re: extension to discovery pending mediation discussions.	0.30	\$750.00	\$225.00
Service	12/06/2023	Email to S. May re: meet and confer re: PMK deposition dates, further discovery responses and joint status report.	0.30	\$750.00	\$225.00
Service	12/06/2023	Email to S. May re: documents produced at mediation.	0.20	\$750.00	\$150.00
Service	12/06/2023	Multiple correspondence regarding mediation; review and outline stipulation for status of discovery; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	12/06/2023	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	12/06/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	12/19/2023	Review court's docket to confirm CMC for Class and PAGA matters still on calendar; draft post mediation status report re lift stay and continue CMCs 90 days	1.00	\$250.00	\$250.00
Service	12/20/2023	Revise and finalize Post mediation status conference [PAGA].	0.20	\$750.00	\$150.00
Service	12/20/2023	Revise and finalize Post mediation status conference [Class].	0.20	\$750.00	\$150.00
Service	12/20/2023	Circulate drafts of post mediation status reports to OPC for review	0.20	\$250.00	\$50.00
Service	12/20/2023	Finalize and file post mediation status reports via one legal, serve via email	0.50	\$250.00	\$125.00
Service	12/20/2023	Review joint statements; review prior orders; multiple correspondence with AC regarding the same.	0.50	\$550.00	\$275.00
Service	12/29/2023	Draft and finalize notice of remote appearance (RA-010). File via Onelegal. Email to OPC re notice of remote appearance.	0.50	\$250.00	\$125.00
Service	01/03/2024	Receipt and review tentative ruling re case management conference.	0.20	\$750.00	\$150.00
Service	01/03/2024	Review file and outline status in advance of CMC; retrieve and review tentative ruling; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	01/05/2024	Email OPC requesting PMK deposition dates pursuant to terms of stip to stay pending mediation and mediation failed	0.30	\$250.00	\$75.00
Service	01/05/2024	Review status of case, Confirm 1/11 Class CMC hearing still on calendar. Prepare notice of remote	0.50	\$250.00	\$125.00

		appearance. File via Onelegal. Email to OPC. Circulate zoom link to appear remotely.			
Service	01/10/2024	Follow up with OPC re PMK deposition dates pursuant to terms of stip to stay pending mediation and mediation failed	0.20	\$250.00	\$50.00
Service	01/10/2024	Receipt and review notice of department relocation	0.20	\$750.00	\$150.00
Service	01/11/2024	Follow up with OPC re PMK deposition dates pursuant to terms of stip to stay pending mediation and mediation failed	0.20	\$250.00	\$50.00
Service	01/12/2024	Follow up with OPC re PMK deposition dates pursuant to terms of stip to stay pending mediation and mediation failed	0.20	\$250.00	\$50.00
Service	01/15/2024	Review stipulation and prior correspondence; draft summary of deadlines; multiple correspondence regarding the same.	0.80	\$550.00	\$440.00
Service	01/17/2024	Email exchange with OPC re dates for defendant's PMK depositions; provide availability	0.40	\$250.00	\$100.00
Service	01/19/2024	Email OPC re follow up on dates for PMK depositions and D's further responses	0.20	\$250.00	\$50.00
Service	01/23/2024	[Class] Prepare POS for Notice of dept relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
Service	01/23/2024	[PAGA] Prepare POS for Notice of dept relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
Service	01/26/2024	Email OPC re follow up on dates for PMK depositions and D's further responses	0.20	\$250.00	\$50.00
Service	01/29/2024	Receive and review discovery responses; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	01/30/2024	[PAGA] Receipt and review responses to request for production, one, special interrogatories, set one, request for admissions, set one; and form interrogatories, set one.	0.50	\$750.00	\$375.00
Service	01/30/2024	[Class] Receipt and review responses to request for production, one, special interrogatories, set one, request for admissions, set one; and form interrogatories, set one.	0.50	\$750.00	\$375.00
Service	01/31/2024	Follow up with OPC re PMK deposition dates	0.20	\$250.00	\$50.00
Service	02/07/2024	Analysis of arbitration agreement and issues; memo to staff	0.50	\$950.00	\$475.00
Service	02/07/2024	Multiple correspondence with AC regarding arbitration agreement.	0.50	\$550.00	\$275.00
Service	02/07/2024	Review and outline discovery responses to ensure	0.80	\$550.00	\$440.00

		coverage; draft follow up correspondence.			
Service	02/07/2024	Review status of class and PAGA cases, court's website, discuss D's notice re MTC arb; compile timeline re waiver of arbitration	0.50	\$250.00	\$125.00
Service	02/14/2024	Email exchange re Defendant's motion to compel arbitration and procedural history review to oppose	0.50	\$250.00	\$125.00
Service	02/26/2024	Discuss with Kyle re class dismissal and waiver argument.	0.20	\$750.00	\$150.00
Service	02/26/2024	Teleconference with CTL regarding arbitration agreement and dismissal; review and outline arbitration agreement; draft follow up correspondence.	1.30	\$550.00	\$715.00
Service	03/05/2024	Multiple correspondence with opposing counsel regarding status of discovery and mediation.	0.30	\$550.00	\$165.00
Service	03/06/2024	Review and outline file for status; review arbitration agreement in advance of teleconference; teleconference with opposing counsel; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	03/06/2024	Review mediation notes and file; multiple correspondence with opposing counsel regarding financial documents.	0.50	\$550.00	\$275.00
Service	03/12/2024	Multiple correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	03/13/2024	Follow up email correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	03/13/2024	Teleconference with opposing counsel regarding mediation; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	03/13/2024	Review file for status of related matter; draft summary.	0.50	\$550.00	\$275.00
Service	03/13/2024	Follow up teleconference with opposing counsel regarding related matter and mediation.	0.60	\$550.00	\$330.00
Service	03/18/2024	[PAGA] Prepare shell for stipulation to stay matter pending arb.	0.50	\$250.00	\$125.00
Service	03/18/2024	[Class] Prepare shells for Request for Dismissal, Declaration of A. Ronan, [Proposed] Order, and POS.	0.60	\$250.00	\$150.00
Service	03/26/2024	Review file and docket for status; draft joint status reports in Class and PAGA actions; submit to opposing counsel.	1.00	\$550.00	\$550.00
Service	03/27/2024	Multiple correspondence regarding joint statements.	0.30	\$550.00	\$165.00
Service	04/01/2024	Follow up with S. May re joint case management statements; receive, review and reply to emails from	0.40	\$450.00	\$180.00

S. May					
Service	04/01/2024	Review S. May's edits to joint CMS for Class matter; finalize and file via One Legal, serve via email and send courtesy copy to chambers	0.50	\$450.00	\$225.00
Service	04/01/2024	Review S. May's edits to joint CMS for PAGA matter; finalize and file via One Legal, serve via email and send courtesy copy to chambers	0.50	\$450.00	\$225.00
Service	04/05/2024	[Class/PAGA] Review status of case, Confirm Notice of Remote Appearance was filed, Confirm 4/12 CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
Service	04/09/2024	Review file for status; multiple correspondence with opposing counsel regarding financial documents and discovery status.	0.50	\$550.00	\$275.00
Service	04/11/2024	Multiple correspondence regarding motion to compel deadline and financial documents.	0.30	\$550.00	\$165.00
Service	04/12/2024	Review docket and retrieve tentative rulings in Class and PAGA actions; update file and circulate summary.	0.40	\$550.00	\$220.00
Service	05/03/2024	Review financial documents; compile and send to expert; draft response to opposing counsel.	0.60	\$550.00	\$330.00
Service	06/04/2024	Review file for status of document production; follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	06/06/2024	Multiple follow up correspondence with opposing counsel regarding financial documents.	0.50	\$550.00	\$275.00
Service	06/20/2024	Multiple correspondence with opposing counsel regarding financial documents.	0.30	\$550.00	\$165.00
Service	07/02/2024	Draft Joint CMC Statements for Class and PAGA, email to T. Bacon for review and signature	1.00	\$450.00	\$450.00
Service	07/03/2024	Finalize Joint CMC statements, file via one legal, serve via email with courtesy copy to Dept 22	1.00	\$450.00	\$450.00
Service	07/10/2024	Follow up email with opposing counsel regarding financial documents.	0.30	\$550.00	\$165.00
Service	07/12/2024	Class - Review status of case, Confirm 7/19 CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
Service	07/12/2024	PAGA - Review status of case, Confirm 7/19 CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
Service	07/17/2024	Multiple follow up correspondence with expert regarding financial review; update file; draft follow up correspondence with opposing counsel pursuant to	0.50	\$550.00	\$275.00

		correspondence with AB.			
Service	07/17/2024	Review court docket for tentative ruling re 7/19 Class CMC. Download tentative, appearance required. Email to Court Docs for circulation. Prepare and finalize Notice of Remote Appearance for AS. File via Onelegal. Email to OPC re notice of remote appearance.	0.60	\$250.00	\$150.00
Service	07/17/2024	Review court docket for tentative ruling re 7/19 PAGA CMC. Download tentative, appearance required. Email to Court Docs for circulation. Prepare and finalize Notice of Remote Appearance for AS. File via Onelegal. Email to OPC re notice of remote appearance.	0.60	\$250.00	\$150.00
Service	07/19/2024	Prepare to attend CMC for Class and PAGA actions, review tentative rulings	1.00	\$450.00	\$450.00
Service	07/19/2024	Attend CMC for Class and PAGA actions	1.00	\$450.00	\$450.00
Service	08/02/2024	Review status of settling case / prep for trial. Draft/ send corr to defense counsel re settlement. Draft/ send corr to mediator re settlement.	3.00	\$895.00	\$2,685.00
Service	08/02/2024	Review status of case and trial dates; email to and from T. Bacon re financial statements, stipulation to continue trial dates, and PMK deposition dates	0.60	\$450.00	\$270.00
Service	08/06/2024	Email to T. Bacon re Defendant's 2023 financial records and date for PMK deposition	0.30	\$450.00	\$135.00
Service	08/08/2024	Receive and review financial documents; follow up correspondence regarding MTC deadlines and prior analysis by financial expert.	0.60	\$550.00	\$330.00
Service	08/08/2024	Follow up with T. Bacon re defendant's 2023 financial records	0.30	\$450.00	\$135.00
Service	08/08/2024	Review and send to expert	0.50	\$450.00	\$225.00
Service	08/09/2024	Email T. Bacon re acknowledgment of receipt of Defendant's financials, M&C to extend plaintiff's deadline for a motion to compel further discovery responses in both Class and PAGA cases	0.50	\$450.00	\$225.00
Service	08/14/2024	Email to Ken Creal re balance sheets for 2023 and 2024	0.50	\$450.00	\$225.00
Service	08/14/2024	Discuss Defendant's financials provided by Defendant with AJ	0.30	\$450.00	\$135.00
Service	08/16/2024	Multiple correspondence regarding status and expert review of financials.	0.30	\$550.00	\$165.00
Service	08/16/2024	Email to T. Bacon re PMK deposition date and IDC	0.40	\$450.00	\$180.00
Service	08/19/2024	Review IDC requirements in complex department of	0.50	\$450.00	\$225.00

Sacramento, Email T. Bacon re IDC dates request					
Service	08/20/2024	Review/analyze status of litigation. Review/analyze status of settlement. Draft/send corr to mediator re settlement.	2.00	\$895.00	\$1,790.00
Service	08/20/2024	Declaration iso IDC request	1.00	\$450.00	\$450.00
Service	08/20/2024	Declaration iso IDC request - PAGA case	1.00	\$450.00	\$450.00
Service	08/20/2024	Review and Analyze: review court's orders and docket; review correspondence between parties; advise YS	0.80	\$750.00	\$600.00
Service	08/22/2024	Review minute orders setting IDCs, confirm dates on calendar and IDC statement due date	0.50	\$450.00	\$225.00
Service	08/22/2024	Draft IDC statement	0.50	\$450.00	\$225.00
Service	08/23/2024	Email to Dept 22 re vacate IDC reservation	0.30	\$450.00	\$135.00
Service	08/23/2024	Review status of case, Confirm 8/29 IDC hearing still on calendar, circulate ZOOM link to appear remotely	0.30	\$250.00	\$75.00
Service	08/26/2024	Draft/circulate MOU. Prep for and have calls w/ cocounsel.	2.00	\$895.00	\$1,790.00
Service	08/26/2024	Review and Analyze: review court's orders and docket; review case file and notes; advise AJB	0.80	\$750.00	\$600.00
Service	08/27/2024	Review correspondence from Dept 59 re MSC; draft stipulation to vacate MSC and Trial; serve on T. Bacon for review/edits	1.50	\$450.00	\$675.00
Service	08/27/2024	Follow up with clerk of Dept. 22 V. Alemand re IDC cancellation; save minute orders in the file	0.70	\$450.00	\$315.00
Service	08/27/2024	Finalize and File stip to vacate MSC and Trial via One Legal, serve via email with courtesy copy to Dept 22	0.50	\$450.00	\$225.00
Service	08/27/2024	Review and analyze MOU terms. Send to Plaintiff for signature. Call to discuss terms and payments.	1.40	\$850.00	\$1,190.00
Service	08/28/2024	Email from Dept 59 re: MSC off calendar; Email from T. Bacon re: terms and conditions of MOU.	0.20	\$750.00	\$150.00
Service	08/28/2024	Review status of request to vacate MSC and Trial	0.50	\$450.00	\$225.00
Service	08/28/2024	Review and respond to email from S. Vanderpool re status of settlement and upcoming MSC	0.40	\$450.00	\$180.00
Service	08/30/2024	Review court docket re status of Stip to vacate PAGA MSC and Trial, stip appears but not signed yet	0.20	\$250.00	\$50.00
Service	09/04/2024	Review and Analyze: review MOU; review mediation brief; review correspondence between parties;	0.90	\$750.00	\$675.00

advise AJB					
Service	09/05/2024	Review court docket re status of Stip to vacate PAGA MSC and Trial. Retrieve signed stip. Update file with order. Email to Court Docs for circulation	0.30	\$250.00	\$75.00
Service	09/05/2024	Monitor status of stipulation to vacate trial date, download conformed copy of order	0.50	\$450.00	\$225.00
Service	09/05/2024	Draft Joint CMS, send to T. Bacon for review, follow up re MOU signature	0.80	\$450.00	\$360.00
Service	09/16/2024	Review and Analyze: review and analyze MOU; review correspondence between parties; review complaint; advise KN	0.60	\$750.00	\$450.00
Service	09/19/2024	Review status of case, Confirm 9/20 Class/PAGA CMC on calendar, continued to 12/13 per tentative, email tentative to Court Docs for calendaring, update files with tentative rulings	0.40	\$250.00	\$100.00
Service	09/19/2024	Prepare draft of Class FAC - adding PAGA claim	1.00	\$250.00	\$250.00
Service	09/20/2024	Email to T. Bacon re: estimate for administration related to PAGA Group size.	0.30	\$750.00	\$225.00
Service	09/20/2024	Review and analyze MOU in preparation for draft of PAGA FAC.	0.60	\$750.00	\$450.00
Service	10/10/2024	Review and Revise: Review MOU and Amended complaint; review settlement agreement; advise CL	1.40	\$750.00	\$1,050.00
Service	10/11/2024	Email to T. Bacon re: PAGA Group Size.	0.20	\$750.00	\$150.00
Service	10/11/2024	Draft Individual Settlement Agreement.	2.70	\$750.00	\$2,025.00
Service	10/11/2024	Draft PAGA Settlement Agreement.	3.20	\$750.00	\$2,400.00
Service	10/11/2024	Draft Amended PAGA Notice; Email to B. Sweeney re: Supnet's dates of employment and review of settlement agreements.	0.70	\$750.00	\$525.00
Service	10/14/2024	Review draft agreements; analysis of issues from CL; advise CL	1.00	\$950.00	\$950.00
Service	10/14/2024	Revise Individual Settlement Agreement; Discuss with Kyle; Email to B. Sweeney re: revisions to same.	0.50	\$750.00	\$375.00
Service	10/14/2024	Review courtlinks alert re 9/20 PAGA minute order. Review court docket, download order. Update file with minutes. Confirm the 12/13 CMC is calendared.	0.30	\$250.00	\$75.00
Service	10/14/2024	Revise PAGA Compliant to add Plaintiff N. Supnet. Prepare shell for stip for leave to file FAC.	1.50	\$250.00	\$375.00
Service	10/15/2024	Prepare shells for request for dismissal for class case and decl of CTL.	0.70	\$250.00	\$175.00

Service	10/17/2024	Email to B. Sweeney re: status of pleadings and revisions to long form settlement agreement.	0.40	\$750.00	\$300.00
Service	10/17/2024	Revise long form settlement agreement.	0.60	\$750.00	\$450.00
Service	10/17/2024	Email to T. Bacon re: revisions to long form settlement agreement and request for estimate of total PAGA Group.	0.60	\$750.00	\$450.00
Service	10/17/2024	Email from T. Bacon re: revisions to long form settlement agreement and request for estimate of total PAGA Group.	0.20	\$750.00	\$150.00
Service	10/23/2024	Email to T. Rogers re: request for administration of PAGA settlement from IYLM.	0.30	\$750.00	\$225.00
Service	10/23/2024	Email to S. Hartranft re: request for administration of PAGA settlement from IYLM.	0.30	\$750.00	\$225.00
Service	10/23/2024	Email from T. Bacon re: estimates of AE and pay periods; Revise Settlement Agreement to reflect estimates.	0.60	\$750.00	\$450.00
Service	10/24/2024	Email from Brandon Sweeney re revisions to Settlement Agreement; Review and analyze revisions to same.	0.40	\$750.00	\$300.00
Service	10/24/2024	Email from T. Rogers re estimate for administration; review and analyze estimate.	0.30	\$750.00	\$225.00
Service	10/24/2024	Revise Long Form Settlement Agreement to include Administration bid.	0.40	\$750.00	\$300.00
Service	10/24/2024	Email to B. Sweeney re: request for costs in preparation for settlement agreement.	0.30	\$750.00	\$225.00
Service	10/25/2024	Call/email to B. Sweeney re: confirmation of costs in preparation for settlement agreement.	0.30	\$750.00	\$225.00
Service	10/25/2024	Revise PAGA Long Form Settlement Agreement to include costs and fees.	0.50	\$750.00	\$375.00
Service	10/25/2024	Revise Individual Settlement Agreement to include costs and fees.	0.30	\$750.00	\$225.00
Service	10/29/2024	Revise Long Form Settlement Agreement; Email to T. Bacon re: revisions to Long Form Settlement Agreement and Individual Settlement Agreement.	0.50	\$750.00	\$375.00
Service	11/04/2024	Email to T. Bacon re: following up on settlement agreements.	0.20	\$750.00	\$150.00
Service	11/12/2024	Email from T. Bacon re: revisions to individual settlement agreement and PAGA settlement agreement.	0.20	\$750.00	\$150.00
Service	11/13/2024	Email to T. Bacon re: revisions to individual settlement agreement and PAGA settlement	0.20	\$750.00	\$150.00

		agreement.			
Service	11/13/2024	Revise and finalize individual settlement agreement.	0.40	\$750.00	\$300.00
Service	11/13/2024	Email to/from T. Bacon re: meet and confer re: terms of MOU and funding requirements; Revise PAGA settlement agreement.	0.40	\$750.00	\$300.00
Service	11/13/2024	Final agreements for filing.	2.75	\$995.00	\$2,736.25
Service	11/14/2024	Draft Joint Case Management Conference Statement; Email to T. Bacon re: revisions to same.	0.50	\$750.00	\$375.00
Service	11/14/2024	Email to T. Bacon re: finalizing Joint CMS.	0.20	\$750.00	\$150.00
Service	11/14/2024	Review settlement agreement for conformity with MOU terms. Send to Plaintiff for signature. Call with Plaintiff to discuss.	1.30	\$850.00	\$1,105.00
Service	11/15/2024	Revise and finalize Joint CMS.	0.30	\$750.00	\$225.00
Service	11/15/2024	Finalize joint CMC statement for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
Service	11/20/2024	Review finalized settlement agreement to assess if an amended complaint needs to be filed	0.50	\$450.00	\$225.00
Service	12/01/2024	Email from B. Slack re: meet and confer re: executed individual settlement agreement and PAGA settlement agreement.	0.50	\$750.00	\$375.00
Service	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declaration	0.30	\$450.00	\$135.00
Service	12/13/2024	Prepare for CMC; Attend CMC; Review and analyze docket for Tentative Ruling on CMS and Order setting Motion for PAGA Final Approval.	1.30	\$750.00	\$975.00
Service	12/13/2024	Email to T. Bacon re: following up on settlement agreement.	0.30	\$750.00	\$225.00
Service	12/13/2024	Email from T. Bacon re: settlement agreements and update to court.	0.20	\$750.00	\$150.00
Service	12/13/2024	Email to B. Sweeney requesting declaration re lodestar and costs and motion for PAGA approval.	0.30	\$750.00	\$225.00
Service	12/13/2024	Review notice of the court re failure to appear at CMC	0.30	\$450.00	\$135.00
Service	12/13/2024	Email from the Court re: Further CMC; Receipt and review Minute Order and Tentative Ruling.	0.40	\$750.00	\$300.00
Service	12/13/2024	Email to T. Bacon re Plaintiff's CMS.	0.30	\$750.00	\$225.00
Service	12/13/2024	Draft Plaintiff's CMS; Review and analyze Minute	0.50	\$750.00	\$375.00

Order re failure to appear.					
Service	12/16/2024	Email to T. Bacon re signed settlement agreements.	0.20	\$750.00	\$150.00
Service	12/16/2024	Email to B. Sweeney requesting to confirm declaration re lodestar and costs and motion for PAGA approval.	0.20	\$750.00	\$150.00
Service	12/16/2024	Review status of case, Confirm 12/18 PAGA CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
Service	12/17/2024	Email to T. Bacon re: following up on settlement agreement.	0.30	\$750.00	\$225.00
Service	12/17/2024	Review status and final agreement; advise staff regarding PAGA motion	0.50	\$950.00	\$475.00
Service	12/17/2024	Execute agreements, memo to staff	0.25	\$950.00	\$237.50
Service	12/17/2024	Email from B. Slack re: executed individual settlement agreement and PAGA Agreement; receipt and review same.	0.30	\$750.00	\$225.00
Service	12/17/2024	Email to T. Bacon re fully executed individual settlement agreement and PAGA Agreement.	0.30	\$750.00	\$225.00
Service	12/18/2024	Email to T. Bacon re: appearance at CMC; Prepare for CMC and review and analyze docket.	0.70	\$750.00	\$525.00
Service	12/18/2024	Telephone call and Email to S. May re: 3.770 declaration and CMC.	0.30	\$750.00	\$225.00
Service	12/18/2024	Attend PAGA CMC; Discuss with Tori re same.	0.70	\$750.00	\$525.00
Service	12/20/2024	Draft Motion fore PAGA Approval of Settlement; Review and analyze Sacramento checklist re final approval in preparation for same.	3.30	\$750.00	\$2,475.00
Service	12/20/2024	Email to B. Sweeney requesting declaration re lodestar and costs.	0.20	\$750.00	\$150.00
Service	12/20/2024	Draft Motion fore PAGA Approval of Settlement; Review and analyze Sacramento checklist re final approval in preparation for same.	3.30	\$750.00	\$2,475.00
Service	12/23/2024	Draft Proposed Order and Judgement re Motion fore PAGA Approval of Settlement.	0.80	\$750.00	\$600.00
Service	12/23/2024	Revise Motion fore PAGA Approval of Settlement; Review and analyze Sacramento checklist re final approval in preparation for same; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
Service	12/23/2024	Review and Revise: review and revise motion for approval of PAGA settlement; review local rules; review correspondence between parties; advise CL	1.80	\$750.00	\$1,350.00

Service	12/26/2024	Revise Long Form Settlement Agreement; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
Service	01/03/2025	Review courtlinks alert re Minute Order re PAGA case. Review court docket, download minutes, update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
Service	01/05/2025	Receipt and review Declaration of Tony Rogers in support of Motion for PAGA Approval.	0.40	\$750.00	\$300.00
Service	01/06/2025	Review and revise motion for PAGA approval; revise proposed order; analysis of issues; memo to staff re: corrections and next steps.	2.50	\$950.00	\$2,375.00
Service	01/06/2025	Email to B. Sweeney re: revisions to declaration and updated costs; Discuss with Kyle re: same; Review and analyze declaration re: same; Telephone call to B. Sweeney re: same	0.40	\$750.00	\$300.00
Service	01/06/2025	Email to Department 22 requesting reservation number and inquiring about error in minute order; Call to Department 23 re: same; Review and analyze complex court standing order in preparation for same.	0.60	\$750.00	\$450.00
Service	01/07/2025	Email to B. Sweeney re: lodestar and costs.	0.20	\$750.00	\$150.00
Service	01/07/2025	Email from V. Aleman re: amended Minute Orders and reservation number for PAGA Approval Motion.	0.20	\$750.00	\$150.00
Service	01/07/2025	[PAGA] Receipt and review Amended Minute Order re CMC and reservation number for PAGA Approval Motion.	0.20	\$750.00	\$150.00
Service	01/07/2025	[Class] Receipt and review Amended Minute Order re CMC and PAGA Approval Motion Vacated.	0.20	\$750.00	\$150.00
Service	01/08/2025	Telephone call to B. Sweeney re declaration and lodestar; EMail to B. Sweeney re: same.	0.30	\$750.00	\$225.00
Service	01/08/2025	Email from B. Sweeney re: revised declaration re cost and lodestar; Review and analyze B. Sweeney Declaration.	0.40	\$750.00	\$300.00
Service	01/08/2025	Review updated Sweeney declaration; analysis of cost issue for motion.	0.30	\$950.00	\$285.00
Service	01/09/2025	Revise Memorandum of Points and Authorities in support of Motion for PAGA Approval.	0.60	\$750.00	\$450.00
Service	01/09/2025	Email to T. Bacon re: revisions to Memorandum of Points and Authorities in support of Motion for PAGA Approval.	0.20	\$750.00	\$150.00
Service	01/09/2025	Email to B. Sweeney requesting his bills and costs to attach to the motion for Final Approval and revisions to his declaration re: same.	0.30	\$750.00	\$225.00

Service	01/10/2025	Draft Declaration of K. Nordrehaug in support of PAGA Approval.	2.60	\$750.00	\$1,950.00
Service	01/10/2025	Review and revise declaration ISO motion; prepare redlines; review final motion; review Sweeney declaration; advise CL as to corrections and next steps.	1.25	\$950.00	\$1,187.50
Service	01/10/2025	Revise and finalize Motion for PAGA Approval and supporting Declarations.	1.60	\$750.00	\$1,200.00
				Services Subtotal	\$197,041.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/06/2022	Onelegal/Filing Fee	1.00	\$72.07	\$72.07
Expense	05/06/2022	Onelegal/Filing Fee	1.00	\$113.50	\$113.50
Expense	08/01/2022	OneLegal filing fee.	1.00	\$149.28	\$149.28
Expense	10/19/2022	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	11/22/2022	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	12/14/2022	Mediation Fees - Louis Marlin	1.00	\$7,000.00	\$7,000.00
Expense	12/17/2022	One Legal - Joint Stipulation to Stay the Case Pending Mediation	1.00	\$169.87	\$169.87
Expense	01/13/2023	Lexis Nexis	1.00	\$1,153.00	\$1,153.00
Expense	01/17/2023	One Legal - Proof of Service	1.00	\$72.07	\$72.07
Expense	01/31/2023	Knox	1.00	\$1,216.75	\$1,216.75
Expense	02/02/2023	Lexis Nexis.	1.00	\$465.00	\$465.00
Expense	03/01/2023	Lexis Nexis.	1.00	\$429.00	\$429.00
Expense	04/03/2023	Lexis Nexis	1.00	\$506.00	\$506.00
Expense	05/01/2023	Lexis Nexis	1.00	\$418.00	\$418.00
Expense	05/09/2023	OneLegal filing fee.	1.00	\$135.64	\$135.64
Expense	05/09/2023	OneLegal filing fee.	1.00	\$135.64	\$135.64
Expense	05/20/2023	Mediation Fees - Cancellation Refund	1.00	-\$7,000.00	-\$7,000.00
Expense	05/26/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	05/26/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	06/02/2023	Lexisnexis	1.00	\$242.00	\$242.00

Expense	06/22/2023	Berger Consulting Fees	1.00	\$3,900.00	\$3,900.00
Expense	06/30/2023	OneLegal filing fee	1.00	\$92.66	\$92.66
Expense	08/17/2023	Mediation Fees - Lou Marlin	1.00	\$7,000.00	\$7,000.00
Expense	12/03/2023	LexisNexis	1.00	\$462.00	\$462.00
Expense	12/22/2023	OneLegal filing fee.	1.00	\$17.66	\$17.66
Expense	12/28/2023	Onelegal fee	1.00	\$92.66	\$92.66
Expense	12/28/2023	Onelegal fee	1.00	\$92.66	\$92.66
Expense	01/02/2024	LexisNexis	1.00	\$440.00	\$440.00
Expense	01/03/2024	Berger Consulting.	1.00	\$11,080.00	\$11,080.00
Expense	01/18/2024	Onelegal fee	1.00	\$92.66	\$92.66
Expense	01/24/2024	Claims Administrator Fees.	1.00	\$550.00	\$550.00
Expense	01/26/2024	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	04/01/2024	One Legal - Joint CMS (Class)	1.00	\$18.43	\$18.43
Expense	04/01/2024	One Legal - Joint CMS (PAGA)	1.00	\$18.43	\$18.43
Expense	05/31/2024	Expert Fees - Creal & Creal	1.00	\$459.00	\$459.00
Expense	07/03/2024	One Legal - Joint CMS	1.00	\$18.43	\$18.43
Expense	07/03/2024	One Legal - Joint CMS	1.00	\$18.43	\$18.43
Expense	07/17/2024	One Legal - Notice of Remote Appearance	1.00	\$18.43	\$18.43
Expense	07/17/2024	One Legal - Notice of Remote Appearance	1.00	\$18.43	\$18.43
Expense	07/31/2024	Expert Fees - Creal & Creal	1.00	\$318.75	\$318.75
Expense	08/01/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	08/27/2024	One Legal - stip to vacate MSC and Trial	1.00	\$39.58	\$39.58
Expense	09/03/2024	Expert Fees - Creal & Creal	1.00	\$565.25	\$565.25
Expense	09/05/2024	One Legal - Joint CMS	1.00	\$18.99	\$18.99
Expense	12/31/2024	LexisNexis	1.00	\$40.58	\$40.58
Expense	01/09/2025	LexisNexis	1.00	\$0.00	\$0.00
Expense	01/13/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$31,333.79	

Time Keeper	Quantity	Rate	Total
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AJ Bhowmik	20.0	\$895.00	\$17,900.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Scott Blumenthal	13.6	\$450.00	\$6,120.00
Nicholas De Blouw	25.6	\$850.00	\$21,760.00
Randy Hy	48.8	\$675.00	\$32,940.00
Christine LeVu	62.1	\$750.00	\$46,575.00
Kyle Nordrehaug	6.3	\$950.00	\$5,985.00
Victoria Rivapalacio	10.5	\$750.00	\$7,875.00
Andrew Ronan	72.1	\$550.00	\$39,655.00
Adolfo Sanchez Contreras	18.6	\$450.00	\$8,370.00
Adolfo Sanchez Contreras	17.6	\$250.00	\$4,400.00
Yesenia Silva	10.9	\$250.00	\$2,725.00
Subtotal			\$228,375.04
Total			\$228,375.04

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/09/2025	\$228,375.04	\$0.00	\$228,375.04
Outstanding Balance				\$228,375.04
Total Amount Outstanding				\$228,375.04

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

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

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

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

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

EXHIBIT 5

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WRITERS EXT:

1004

December 9, 2021

CA2550

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Elica Health Centers
Certified Mail #70211970000003066569
Irina Gerez
1860 Howe Ave., Suite 440
Sacramento, CA 95825

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Elica Health Centers in California and classified as non-exempt employees during the time period of December 9, 2020 until a date as determined by the Court. Our offices represent Plaintiff Rosalee Garcia (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Elica Health Centers (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Dental Front Office Lead from November of 2020 to October 4, 2021 entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT 6

Case Name: Elica Health Centers

Wednesday, October 23, 2024

Requesting Attorneys Name:
E-Mail:
ILYM Contact:
E-Mail:
Contact Number:

Christine T. LeVu
christine@bamlawca.com
Tony Rogers
Trogers@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	938
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup: \$1,233.80
Distribution (Includes EIN, Bank Acct * /QSF Setup): \$5,326.20
Case Conclusion: \$790.00

Estimated ILYM Fees & Expenses: \$7,350.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Elica Health Centers

Wednesday, October 23, 2024

Requesting Attorneys Name: Christine T. LeVu

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
NCOA	Flat Rate	\$275.00	1	\$275.00
Toll-Free Telephone Support	Flat Rate	\$298.80	1	\$298.80

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,233.80

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	938	\$1,407.00
USPS First Class 1oz Postage	Per Piece	\$0.60	938	\$562.80
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	141	\$281.40
Preparation of Taxes	Hourly	\$150.00	5	\$750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$5,326.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal \$790.00

Estimated ILYM Fees & Expenses: \$7,350.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.