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Attorneys for CHRISTINE MARIE BURDEN on behalf of
the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MENDOCINO**

CHRISTINE MARIE BURDEN, on behalf
of the general public as private attorney
general,

Plaintiff,

v.

WILLITS HOSPITAL, INC., a California
Non-Profit Corporation dba ADVENTIST
HEALTH HOWARD MEMORIAL; and
DOES 1-50, inclusive

Defendants.

CASE NO.: 22CV00400
The Hon. Jeanine Nadel,
Dept.: E

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION TO APPROVE
SETTLEMENT OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS, AND ENTERING
JUDGMENT THEREON**

Date: December 5, 2025
Time: 9:30 am
Dept.: E

Action Filed: May 13, 2022

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1. I am an attorney at law duly licensed to practice law before all of the Courts in the State of California and various federal courts such as the United States District Court, for the Northern, Southern, Central, and Eastern Districts of California. I am a partner at James Hawkins, APLC (“Counsel”). I am one of the attorneys of record for named Plaintiff CHRISTINE MARIE BURDEN who filed this action on behalf of the purported aggrieved employees subject to the settlement agreement. I submit this Declaration in support of the PAGA Settlement. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

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1 *Hspital Inc., dba Adventist Health Howard Memorial*, case number 22CV00400. Plaintiff filed the
2 Complaint on behalf of the State of California and other purportedly aggrieved employees as a
3 PAGA action based on violations of Labor Code 201-203, 512, 226, 226.3, 226.7, 1174, 1174.5,
4 1175, and related IWC Wage Orders.

5 5. On March 6, 2024, Plaintiff submitted an arbitration demand to JAMS asserting
6 individual statutory claims and an individual PAGA claim.

7 6. During the course of the litigation, the Parties engaged in an informal discovery and
8 fully shared the information necessary for all sides to conduct a legitimate investigation into the
9 allegations of the action and potential defenses thereto including payroll and time keeping sampling
10 for approximately 20% of the purported Aggrieved Employees along with policies and relevant
11 data points. The Parties have reached this settlement only after discovery and investigation was
12 performed.

13 7. On June 20, 2025, the Parties participated in a day-long mediation with the mediator
14 Lisa Klerman, a well-respected wage and hour class action and PAGA action mediator. In
15 preparation for the mediation, Plaintiff's counsel requested and Defendant's counsel provided
16 sample time and payroll data for the purported Aggrieved Employees, personnel and employment
17 documents. With Ms. Klerman's assistance, the Parties agreed to fully and finally resolve the
18 Action and the PAGA Released Claims as to Plaintiff, the State of California, the LWDA and the
19 purported Aggrieved Employees.

20 8. Being fully apprised of the value and strength of the PAGA theories alleged in the
21 action, counsel for Plaintiff and Defendant successfully negotiated a settlement through arm's-
22 length negotiations. The terms and conditions of the settlement are set forth in the Settlement
23 Agreement ("Settlement" or "Settlement Agreement"). The Settlement Agreement resolves all
24 claims asserted in the Complaint and contemplates that the settlement will be approved and the
25 Court will enter judgment.

1 9. Defendant disputes and denies the allegations and claims asserted in this action. It
2 was also Defendant's position that Plaintiff could not maintain this PAGA Action because there is
3 no evidence of a common policy or practice that makes a trial manageable.

4 10. Counsel for Plaintiff and Defendant also considered the fact that the existence of
5 numerous disputes of fact in this case make the outcome uncertain. In the estimation of counsel for
6 the Parties, the delay, inconvenience, distraction, and uncertainty imposed by the litigation demands
7 would far outweigh the potential benefits of additional litigation.

8 **Settlement Terms**

9 11. The Agreement negotiated by the parties provides for Defendants to pay
10 \$450,000.00 as the Total Settlement Payment ("TSP"). (Agreement at § IV, A). The Net
11 Settlement Amount ("NSA") is the amount remaining of the TSP minus the Court-approved
12 amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees,
13 Enhancement Award to Plaintiff (if any), and the LWDA Payment. ((Agreement at § IV, A - D).
14 The Net Settlement Amount is estimated to be \$258,000.00.

15 12. The NSA is calculated as follows: (1) \$150,000.00 (i.e. 33.3% of the TSP) shall be
16 paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation
17 expenses not to exceed \$30,000.00; (3) \$5,000.00 Enhancement Award to the Plaintiff for
18 Plaintiff's time and risks in prosecuting this case and Plaintiff's service to the PAGA Settlement
19 Members as well as for Plaintiff's general release of Plaintiff's Released Claims; (4) Settlement
20 Administration Expenses not to exceed \$7,000.00 to ILYM Group Inc. The remaining Net
21 Settlement Amount is estimated to be \$258,000.00 and will be distributed to the PAGA Fund to
22 be paid to the purported PAGA Settlement Members. An estimated \$64,500.00 (25% of the NSA)
23 will be distributed to the purported PAGA Settlement Members on a pro rata basis, amounting to
24 an average of \$116.63 per PAGA Settlement Member. The remaining \$193,500.00 (75% of the
25 NSA) is to be distributed to the LWDA. Any difference from these maximum amounts will be
26 added to the Net Settlement Amount. (Hawkins Decl., ¶ 12). The 75/25 allocation is required by
27 Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

1 13. The "PAGA Settlement Members" are defined as "all individuals employed by
2 Defendant as non-exempt employees in California during the PAGA Period (Agreement § I, ¶ 9).

3 14. The "PAGA Period" shall mean "May 13, 2021 to the date the PAGA Settlement
4 is approved by the Superior Court for the State of California for the County of Mendocino or
5 other court assuming jurisdiction of this matter (Agreement § I, ¶ 8).

6 **Analysis of Claims**

7 15. Based on the information and documents obtained through discovery, Plaintiff
8 assessed the maximum value of the limited PAGA claims surrounding meal periods, rest periods,
9 and the derivative claims for inaccurate wage statements and waiting time penalties to be released
10 by the settlement to be approximately \$2,600,000.00 (at the reasonable rate of a \$100 penalty for
11 approximately 26,000 pay periods at issue for approximately 553 purported Aggrieved Employees).
12 The Gross Settlement Amount accounts for approximately 17.3% of the maximum potential
13 recovery.

14 16. This purportedly Aggrieved Employees recovery compares favorably to the
15 estimated amount of PAGA penalties given the evidence provided and the risks of liability and
16 then penalty awards at trial. As discussed further herein, California Labor Code Section 2699(e)
17 (1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts
18 and circumstances to do otherwise would result in an award that is "unjust, arbitrary and
19 oppressive or confiscatory."

20 17. Since the filing of the complaint, the Parties have exchanged extensive discovery
21 and engaged in numerous discussions regarding the factual and legal issues surrounding this case.
22 Throughout the litigation, Defendant produced voluminous pages of information and data,
23 including policies, handbooks, time and payroll records for the PAGA Settlement Members
24 reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal period
25 punches as well as the applicable pay rates. Defendant also provided Plaintiff's personnel file,
26 records regarding documents identifying the non-exempt positions and information regarding the
27 number of employees holding these positions during the relevant time period. Defendant also
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1 provided substantial information concerning the total number of potential size of the PAGA group,
2 the total number of workweeks and pay periods at issue, and the applicable hourly rates and other
3 summary data related to the alleged PAGA Settlement Members. The Parties have conducted
4 themselves in informed, good faith arms-length negotiations after conducting discovery and
5 exchanging extensive evidence and information about the claims and defenses of this lawsuit and
6 engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at
7 settling their dispute.

8 18. In preparation for the mediation, Plaintiff reviewed the entire discovery produced.
9 The information had to be extrapolated and processed to figure out the amount of compensation
10 Plaintiff contends are due to the PAGA Settlement Members. Defendants also provided substantial
11 information concerning the total number of potential PAGA Settlement Members, the total number
12 of workweeks and pay periods at issue, and the applicable hourly rates and other summary data
13 related to the alleged class. The evidence and information gathered and reviewed by Plaintiff's
14 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
15 to all Settlement PAGA Settlement Members. The mediation and subsequent negotiations included
16 discussion and examination of the PAGA Settlement Members and the Parties' respective positions
17 on the legal and factual issues raised in the Complaint. This was both a thorough and exhaustive
18 process.

19 19. The PAGA Settlement Members recovery compares favorably to the estimated
20 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
21 amount of statutory PAGA civil penalties was potentially \$2,600.00 based on approximately 26,000
22 pay periods multiplied by a maximum per pay period violation rate of \$100. These were for
23 penalties for violations of Labor Code § 226.7/ 512/ (meal periods) at a 25% pay period violation
24 rate, penalties for violation of Labor Code § 226.7/ 512 (rest periods) also valued at a 25% violation
25 rate, penalties for violation of Labor Code § 226, penalties under Labor Code §510/558 at a 60%
26 violation rate assessment. Importantly, however, it is likely that any penalties awarded would be
27 at a much lower rate given the facts of this case. California Labor Code Section 2699(e)(1) permits
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1 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
2 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
3 confiscatory."

4 20. Plaintiff and Plaintiff's Counsel believe that the Settlement is a fair, adequate, and
5 reasonable resolution of this matter. Plaintiff and his counsel recognize the expense and length
6 of continued proceedings necessary to litigate the matter through trial and any possible appeals and
7 have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties
8 and delays inherent in such litigation based upon the burdens of proof. Plaintiff and his counsel are
9 also aware of the burdens of proof necessary to establish liability, both generally and in response
10 to Defendants' defenses thereto, and the difficulties in establishing Defendants' liability for, and
11 the right to recover, penalties on behalf of Plaintiff, the State of California, and the other purported
12 aggrieved employees.

13 21. The settlement is a compromise of highly disputed claims and to recover any
14 PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code
15 violations. *See Cardenas v. McLane Foodservice, Inc.*, No. SACV 10-473 DOC (FFMx), 2011 U.S.
16 Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff
17 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
18 the Labor Code by the defendant."). Here, Plaintiff would need to prove each Aggrieved Employee
19 suffered a violation for each period the employee worked in relation to Defendant's failure to (a)
20 accurately pay wages including overtime wage, (b) failure to provide meal periods for every work
21 period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or
22 accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to authorize
23 and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an
24 additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest
25 period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e)
26 failing to provide accurate itemized wage statements, (f) for issuing payment of wages in the form
27 of a non-Labor Code-compliant instrument, and (g) failure to reimburse business expenses..
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22. The result achieved in this case, and the monetary recovery provided by this Settlement, are well-within the range of an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. *See, e.g., DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017) (approving the amount of \$15,000 out of \$4 million toward settlement of PAGA claims); *Flores v. Dart Container Corp.*, No. 2:19-cv-00083 WBS JDP, 2021 U.S. Dist. LEXIS 6897, at *3 (E.D. Cal. Jan. 12, 2021) (approving the amount of \$15,000 out of \$411,000 towards settlement of PAGA claims); *Dawson v. Hitco Carbon Composites, Inc.*, No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *6-7 (C.D. Cal. Nov. 25, 2019) (approving the amount of \$10,000 of \$1.1 million toward settlement of PAGA claims); *Brown v. CVS Pharmacy, Inc.*, No. CV15-7631 PSG (PJWx), 2017 U.S. Dist. LEXIS 182309, at *3 (C.D. Cal. Apr. 24, 2017) (approving the amount of \$20,000 of \$3 million gross settlement towards settlement of PAGA claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (finding no abuse of discretion by the trial court in approving a settlement that allocates \$0 toward the settlement of PAGA claims that were at issue in the lawsuit); *Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019) (finding that courts approve PAGA settlements that fall within zero to two percent of gross settlement recovery). Here, the value obtained for settlement of the PAGA claims is very significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

23. A crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court.¹ California Labor Code Section

¹ Under PAGA, courts have considerable discretion to reduce the penalty award. In *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012), the court found no abuse of discretion when the trial court reduced the penalty by 30 percent based on the facts of the case, ruling that “[t]o do otherwise under the particular facts and circumstances of this case would be unjust, arbitrary, oppressive, and confiscatory.” Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. *See Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, *40-43

1 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if, based on
2 the facts and circumstances, to do otherwise would result in an award that is “unjust, arbitrary and
3 oppressive or confiscatory.” For example, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
4 (2018), the Court of Appeal affirmed a judgment after trial that only provided for a PAGA penalty
5 of \$5 per pay period. Given this precedent, there is a risk at trial that any PAGA penalties awarded
6 could be significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the PAGA
7 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential
8 recovery of civil penalties would be only \$8,000.

9 24. The settlement is also supported by other PAGA settlement previously approved
10 by other courts. *See, e.g., DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case
11 No. JCCP4833 (May 2017) (approving the amount of \$15,000 out of \$4 million toward settlement
12 of PAGA claims); *Flores v. Dart Container Corp.*, No. 2:19-cv-00083 WBS JDP, 2021 U.S. Dist.
13 LEXIS 6897, at *3 (E.D. Cal. Jan. 12, 2021) (approving the amount of \$15,000 out of \$411,000
14 towards settlement of PAGA claims); *Dawson v. Hitco Carbon Composites, Inc.*, No. CV 16-07337
15 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *6-7 (C.D. Cal. Nov. 25, 2019) (approving the
16 amount of \$10,000 of \$1.1 million toward settlement of PAGA claims); *Brown v. CVS Pharmacy,*
17 *Inc.*, No. CV15-7631 PSG (PJWx), 2017 U.S. Dist. LEXIS 182309, at *3 (C.D. Cal. Apr. 24, 2017)
18 (approving the amount of \$20,000 of \$3 million gross settlement towards settlement of PAGA
19 claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (finding no abuse of
20 discretion by the trial court in approving a settlement that allocates \$0 toward the settlement of
21 PAGA claims that were at issue in the lawsuit); *Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211
22 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019) (finding that courts
23 approve PAGA settlements that fall within zero to two percent of gross settlement recovery). Here,
24 the value obtained for settlement of the PAGA claims is reasonable, and it will be distributed in
25 _____
26 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

1 accordance with and in fulfillment of the objectives of the PAGA statute.

2 25. Had the case not settled, the Parties would have been required to conduct extensive
3 formal written discovery, and multiple depositions of party and percipient witnesses all over the
4 State of California, to prepare the case for trial. From the inception of this litigation, Defendants
5 indicated that it would aggressively litigate this case. Even if Defendants failed to succeed on their
6 defenses, litigating a complex PAGA action is inherently expensive, and the litigation could
7 continue beyond entry of judgment if either party were to appeal adverse rulings. Additionally,
8 there is a real possibility that Plaintiff would recover nothing, either for himself or on behalf of the
9 State of California or other purportedly Aggrieved Employees, after years of costly and labor-
10 intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which
11 would involve significant costs, favors settlement.

12 26. Defendants argued that no penalties prior to the PAGA notification should be
13 awarded because the violations were not intentional. Defendants could also argue that the
14 subsequent violations under PAGA only start to accrue after employers receive notice through a
15 citation from the Labor Commissioner, which would have significantly decreased Defendants'
16 exposure. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) (holding “[u]ntil
17 the employer has been notified that it is violating a Labor Code provision ... the employer cannot
18 be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to
19 penalties.”). *See also Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs.,*
20 *Inc.*, 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) (“For the purposes of subsequent violation
21 penalties, the issue is not whether [defendant] willfully violated the Labor Code, but rather whether
22 a court or commissioner had notified it of any violation.”); *Robinson v. Open Top Sightseeing San*
23 *Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018)
24 (applying “initial” penalty to each violation of § 226 and § 2699(f)(2) because there was no
25 evidence showing defendant was previously notified its practice violated § 226); *Willis v. Xerox*
26 *Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a
27 ‘subsequent violation,’ an employer must have notice that it has violated the Labor Code”). As
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1 such, Defendants contends that Plaintiff's calculation are inflated not only because the "stack"
2 penalties for a single person during a single pay period, but because the penalties Plaintiff would
3 award in each instances are at an inapplicable (doubled) rate.

4 27. These defenses present a risk to the PAGA claim and the potential that some or
5 all of the PAGA penalties sought may not be awarded. While Plaintiff maintains that the PAGA
6 claim has merit, in reaching the Settlement, Plaintiff and his counsel took into account the strengths
7 and weaknesses of each side's position and the uncertainty associated with continued litigation,
8 trial, and/or appeals

9 28. Defendant disputes that the penalties assessed by Plaintiff and his expert would have
10 been awarded. Further, it is Defendant's contention that PAGA penalties cannot be stacked, and
11 that at most just one PAGA penalty can be awarded to an aggrieved employee in any one pay
12 period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be measure
13 by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North America, Inc.*,
14 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of
15 penalties"; "[f]or the single mistake of failing to include commissions in the overtime base, plaintiff
16 has asserted *five* (count them, five) separate labor code violations that\ could lead to statutory
17 penalties;" "is it plausible that we would really pile one penalty on another for a single substantive
18 wrong?"; noting that "no actual holding in any judicial decision has ever blessed such stacking").
19 As such, and for this initial reason, Defendant contends that the maximum potential recovery in this
20 action is significantly lower than as stated by Plaintiff.

21 29. Further, Defendant argues that Plaintiff's calculation of penalties as applicable to
22 any employee and for any pay period, is inflated for an additional reason. Defendant argues that
23 even were liability established, one does not reach the second-tier penalty for that violation unless
24 and until the employer is first cited for the violation, and that Defendant has never been cited.
25 *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
26 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is
27 not whether [defendant] willfully violated the Labor Code, but rather whether a court or
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1 commissioner had notified it of any violation.”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
2 1157, 1209 (2008) (“[u]ntil the employer has been notified that it is violating a Labor Code
3 provision (whether or not the Commissioner or court chooses to impose penalties), the employer
4 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’
5 subject to penalties” at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*,
6 No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying “initial”
7 penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing
8 defendant was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*,
9 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a ‘subsequent
10 violation,’ an employer must have notice that it has violated the Labor Code”). As such,
11 Defendants contends that Plaintiff’s calculation are inflated not only because the “stack” penalties
12 for a single person during a single pay period, but because the penalties Plaintiff would award in
13 each instances are at an inapplicable (doubled) rate.

14 30. Defendant further argues that Plaintiff would still face significant practical
15 problems in aggregating any material exposure, as each violation would need to be proven as to
16 each person and for each period for which recovery is sought. Defendant argues that it is unlikely
17 that any significant number of current and former employees would travel to the venue of a trial,
18 stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of \$50 or
19 \$100 (i.e. \$12.50 or \$25) for each pay period in which there was a violation. (“wage statement
20 penalties”). For purposes of section 226, “a good faith dispute presents when there is (1)
21 uncertainty in the law; (2) representations by an authority that compliance was not required; or
22 (3) an employer’s good faith mistaken belief grounded in a good faith dispute.” *Magadia v. Wal-*
23 *Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). “Mere recklessness” is not a basis for
24 liability. *Pedroza*, 2012 WL 9506073, *5.

25 31. Defendants also note that PAGA grants the Court discretion to lower any PAGA
26 penalty otherwise due. See Labor Code section 2699 (e)(2). Defendant also argues that the Court
27 could reduce any penalty potentially due where, as Defendant contends, any technical violation of
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1 law would have been inadvertent and in good faith, particularly where the law is undefined and
2 capable of differing interpretations. Section 226, for example, is not violated where the employer
3 acted in “good faith.” *See Pedroza v. PetSmart, Inc.*, 2012 WL 9506073 (C.D. Cal. June 14,
4 2012) (“The good faith defense to the willfulness element of these sections [226, 203] is clearly
5 established under California law); *Woods v. Vector Mktg. Corp.*, 2015 WL 2453202, at *3 (N.D.
6 Cal. May 22, 2015) (“The ‘good faith dispute’ rule has been extended by courts to apply to
7 California Labor Code Section 226.

8 32. Plaintiff’s Counsel also took into account that even if Plaintiff prevailed on the
9 merits of the PAGA claim, Defendants could persuasively argue that the Court should exercise its
10 discretion, under Labor Code § 2699(e), to reduce the amount of civil penalties assessed. A court
11 in a PAGA action has the same discretion “to assess a civil penalty” that the Labor Commissioner
12 would have, as well as complete discretion to “award a lesser amount than the maximum civil
13 penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case,
14 to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”
15 And indeed, it is common for courts to reduce the penalties. *See e.g., Ghrdilyan v. RJ Financial,*
16 *et al.*, Los Angeles Superior Court, Case No. BC430633 (94% reduction); *Parr v. Golden State*
17 *Overnight Delivery Service, Inc.*, Alameda County Superior Court, Case No. RG12-618103 (94%
18 reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011)
19 (82% reduction); *Gola v. University of San Francisco*, Case No. CGC-18-565018 (Sup. Ct.
20 Decision dates July 21, 2020) (85% reduction of PAGA penalties).

21 33. Defendant contends that Plaintiff and the purportedly Aggrieved Employees were
22 properly compensated, and that they did not violate the Labor Code as to any of them. Defendant
23 asserted additional defenses to the PAGA claim as discussed above. These defenses present a risk
24 to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
25 awarded

26 34. The underlying Labor Code section 203 claim was uncertain given the defenses
27 asserted for the underlying claims as well as the lack of evidence of the “willfulness” prong
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1 necessary for a Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse
2 finding given Defendant's apparently compliant policies and procedures at the time of mediation.
3 The labor code section 226 claim was dependent on the underlying claims for failure to pay wages.

4 **Enhancement Award**

5 35. The Settlement provides for an enhancement award to be paid to Plaintiff in the
6 amount of \$5,000.00 in exchange for a general release of all known and unknown claims. Unlike
7 purported Aggrieved Employees who only releasing claims for civil penalties under PAGA,
8 Plaintiff is releasing all his individual claims. In exchange for a signed general release of these
9 claims, the Parties agreed to an Individual Settlement Payment of \$5,000.00. In addition, Plaintiff
10 contributed considerable time and effort to the litigation of this case in order to enforce the
11 California Labor Code on behalf of the State of California and for the benefit of other purportedly
12 Aggrieved Employees. Plaintiff gathered and produced relevant documents and information,
13 provided the facts and evidence necessary to attempt to prove the allegations, and discussed his
14 employment with his counsel. Plaintiff assisted counsel in developing the theories and evidence to
15 prepare for mediation. He was available whenever his counsel needed him and tried to obtain
16 documents and information that would aid in the litigation of the PAGA claims and pursuit of
17 recovery on behalf of the State of California and the Covered Employees.

18 36. Plaintiff as PAGA Representative has provided extensive supporting documents
19 and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff
20 also conducted record review and consultation with counsel in preparation for discovery and
21 eventual mediation, and to assist in evaluating and proving the claims.

22 **Counsel's Experience**

23 37. Based on their extensive experience litigating over 200 representative actions,
24 counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by
25 the Court.

26 38. I and my firm have a great deal of experience in wage and hour class action
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1 litigation. I have been certified and approved as class counsel in many other wage/hour class
2 actions, and I am currently litigating numerous others before federal and state courts. I have been
3 working with James Hawkins of James Hawkins, APLC, formerly of Hawkins & Sofonio, since
4 the commencement of my practice of law in 2002. Since then, I have been committed solely to
5 representing Plaintiffs in both individual employment litigation and complex wage and hour
6 class actions.

7 39. In approximately 2003 to 2004, I began to focus almost exclusively in class action
8 litigation. In my practice as a class action Plaintiffs' attorney, I have been involved in litigating,
9 mediating and settling numerous wage and hour class actions dealing with class sizes ranging from
10 several hundred to several thousand class members resulting in settlements ranging from six figures
11 to multimillion-dollar settlements.

12 40. The following is a non-exhaustive list of other class action cases that I also
13 litigated: Cole, et. al. v. CRST Van Expedited, et. al.; USDC, CENTRAL DISTRICT, EASTERN
14 DIVISION- Case No.: EDCV 08-1570, Wage and Hour Class Action seeking past minimum wages
15 and meal and rest break violations for drivers of Defendant in the State of California; Coordination
16 Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, Los Angeles Superior
17 Court, Case No. JCCP 4545, Wage and Hour Class Action seeking past wages for overtime, meal
18 and rest period violations for security guards employed by defendant in the State of California;
19 Coordination Proceeding Special Title [Rule 1550(b)] California Logistics Wage and Hour Cases,
20 Los Angeles Superior Court, Case No. JCCP 4622, Wage and Hour Class Action seeking past
21 wages for overtime, meal and rest period violations for misclassified drivers employed by defendant
22 in the State of California. Gonzalez v. Robertson's Ready Mix, Ltd., Riverside County Superior
23 Court, Case No. RIC 110770, Wage and Hour Class Action seeking past wages.

24 41. The following is a non-exhaustive list of class action cases in which I was either
25 counsel or co-lead counsel in which final approval and attorneys' fees were granted along with
26 my corresponding hourly rates approved by the various courts throughout my class action career:
27 Walker v. Surf City Hospitality, aka Sharkeez, et al. OCSC, No. 05CC00293, hourly rate
28

1 approved in 2006 at \$350.00 per hour; Padron v. Universal Protection Service, OCSC No.
2 05CC00013 and JCCP 4480, hourly rate approved in 2008 at \$400.00 per hour; Davila v.
3 Beckman Coulter, Inc., OCSC No. 07CC01347, hourly rate approved in 2009 at \$500.00 per
4 hour; Perez v. Naked Juice Company of Glendora, Inc., et. al., LASC No. BC387088, hourly rate
5 approved in 2009 at \$500.00 per hour; Gonzalez v. Superior Industries International, Inc., et al.,
6 LASC No. BC 357912, approved fees of 33.3% of total settlement amount; Wilson v. MCP
7 Foods, Inc. aka Firmenich, OCSC No. 30-2008-00065584-CU-OE-CXC, hourly rate approved in
8 2010 at \$500.00 per hour; Garcia v. Quiksilver, Inc., OCSC Case No. 30-2008-00083896-CU-
9 OE-CXC, hourly rate approved in 2011 at \$500 per hour; Gutierrez, et. al. v. Hilton Hotels Corp.,
10 OCSC No. 30-2009-00282002-CU-OE-CXC, hourly rate approved in 2011 at \$550.00 per hour;
11 Sanchez v. HVM LQ Management, LLC, USDC Central District No. SA CV11-00123 JAK
12 (PJWx), hourly rate approved in 2012 at \$560.00 per hour; Esquivel v. Fairmont Hotels and
13 Resorts, U.S., Inc., Case No. 30-2010-00418849-CU-OE-CXC, hourly rate approved in 2012 at
14 \$600.00 per hour; Galvez v. Walt Disney Parks and Resorts U.S., Inc., OCSC NO. 30-2011-
15 00473272-CU-OE-CXC, hourly rate approved in 2013 at \$600.00 per hour; Fernando v. GCS
16 Service, Inc., OCSC No. 30-2011-00473162-CU-OE-CXC, hourly rate approved in 2013 at
17 \$600.00 per hour; Navarro v. QS Wholesale, Inc., OCSC Case No. 30-2011-00462143-CU-OE-
18 CXC, hourly rate approved in 2013 at \$600.00 per hour; LoCascio, et. al. v. Hertz Local Edition,
19 SDSC Case No. 37-2015-00020830, hourly rate approved in 2017 at \$750 per hour; Terrado v.
20 Accredited Debt Relief, et. al., SDSC Case No: 37-2018-00014181-CU-OE-CTL, hourly rate
21 approved in 2018 at \$750 per hour; Singer, et. al. v. M.A.C. Cosmetics, SDSC Case No. 37-2019-
22 00033695-CU-OE-CTL, hourly rate of approved in 2020 at \$850 per hour.

23 42. Our firm served as class counsel in a number of significant wage and hour
24 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
25 wage and hour class action settlement in California history at \$130,000,000. During this case,
26 Plaintiffs appealed a decertification order. This case involved several appeals. The appellate
27 record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-
28

1 volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a motion
2 to augment the record, and several additional letters informing the appellate court of new legal
3 authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on
4 September 15, 2016, and on November 21, 2016, the decertification order was reversed and the
5 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* (“*Lubin*”), 5
6 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision
7 to the California Supreme Court. The Supreme Court denied Wackenhut’s petition for review of
8 *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more
9 litigation, the parties were able to secure the 130 million settlement that was approved on October
10 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

11 43. First, the requested fees are justified by the result achieved. Plaintiff’s Counsel
12 negotiated a recovery of \$150,000.00 and this result justifies the requested fees equal to 33.3% of
13 this recovery (\$450,000.00). This percentage is within the standard contingent recovery
14 percentage of one-third, and this percentage is what was expressly approved by the Supreme
15 Court in *Laffitte v. Robert Half Int’l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the requested fees
16 are justified by the work performed.

17 44. Our firm as Counsel, on behalf of Plaintiff and the PAGA Settlement Members,
18 invested numerous hours litigating this matter through the date of this declaration and have
19 invested attorney time at a rate of more than double the requested fees. The rates charged by my
20 firm are in line with the prevailing rates of attorneys in the local legal community for similar work
21 and, if this were a commercial matter, these are the charges that would be made and presented to
22 the client. My firm has invested approximately **226.80** documented hours litigating this matter
23 through the date of this declaration for a total lodestar of **\$185,111.00** in fees, broken down as
24 follows: my rate of \$1,050 per hour x 77.80 hours = \$81,690.00; Gregory Mauro’s rate of \$850
25 per hour x 82.70 documented hours = \$74,430; Michael Calvo’s rate of \$650 per hour x 33.50
26 documented hours = \$21,775.00 and paralegal Melissa Whitson’s rate of \$220 x 32.80 hours = \$
27 7,216.00. Therefore the requested fees are reasonable.

1 45. Finally the award of litigation expenses is based upon the actual expenses incurred
2 by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are
3 detailed in **Exhibit 4** attached hereto. Under the Agreement, Plaintiff's Counsel will be
4 recovering litigation expenses in the total amount of \$24,250.40.

5 46. Attached hereto as **Exhibit 5** is a true and correct copy of the Proposed Settlement
6 Administrator's quote to administer the terms of the settlement.

7 47. The Parties request that the Court enter the accompanying proposed order,
8 approving the Settlement as permitted by Labor Code § 2699(1), in accordance with the terms and
9 conditions of the Settlement Agreement.

10 48. Plaintiff's Motion of the PAGA Approval has been provided to the LWDA along
11 with a copy of the Settlement Agreement.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed on October 27, 2025 at Irvin, California.

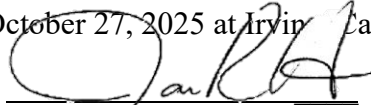
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15 _____
16 James R. Hawkins
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EXHIBIT 1

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Attorneys for Defendant
WILLITS HOSPITAL, INC. dba
ADVENTIST HEALTH HOWARD MEMORIAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MENDOCINO

CHRISTINE MARIE BURDEN, on behalf of the
general public as private attorney general,

Plaintiff,

v.

WILLITS HOSPITAL, INC., a California Non-
Profit Corporation dba ADVENTIST HEALTH
HOWARD MEMORIAL; and DOES 1-50,
inclusive,

Defendant.

Case No. 22CV00400

**PAGA REPRESENTATIVE
SETTLEMENT AGREEMENT**

Plaintiff Christine Marie Burden (“Plaintiff”), on the one hand, and Defendant Willits Hospital dba Adventist Health Howard Memorial, Inc. (“Defendant”) on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall mean the civil action entitled *Christine Marie Burden v. Willits Hospital, Inc. dba Adventist Health Howard Memorial and Does 1-50*, filed in the Superior Court for the County of Mendocino on or about May 13, 2022, designated as Case No. 22CV00400.
2. “**Arbitration**” shall mean the arbitration entitled *Christine Burden v. Willits Hospital, Inc., dba Adventist Health Howard Memorial*, submitted to JAMS on or about March 6, 2024, designated as JAMS Case Reference No. 5220005560.
3. “**Defendant**” shall mean Willits Hospital dba Adventist Health Howard Memorial, Inc..
4. “**Defense Counsel**” refers to Seyfarth Shaw LLP.
5. “**Effective Date**” refers to the date upon which both of the following have occurred:
(i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Mendocino or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
6. “**LWDA**” refers to the California Labor & Workforce Development Agency.
7. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

8. **“PAGA Period”** shall mean May 13, 2021 to the date the PAGA Settlement is approved by the Superior Court for the State of California for the County of Mendocino or other court assuming jurisdiction of this matter.

9. **“PAGA Settlement Members”** shall mean all individuals employed by Defendant as non-exempt employees in California during the PAGA Period.

10. **“Plaintiff”** refers to Christine Marie Burden individually and in her capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

11. **“Plaintiff’s Counsel”** refers to James Hawkins APLC.

12. **“Parties”** collectively refers to Plaintiff and Defendant.

13. **“Released Claims”** shall mean any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiff to the LWDA, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 226, 226.3, 226.7, 512, 1174, 1174.5, 1175, 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.

14. **“Released Parties”** shall mean Defendant and all of its past and present parents subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

15. **“Settlement Administrator”** refers to ILYM Group Inc., a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On December 14, 2021, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

2. On May 13, 2022, Plaintiff filed a representative action complaint in Mendocino County Superior Court, asserting a cause of action under PAGA.

1 3. On March 6, 2024, Plaintiff submitted an arbitration demand to JAMS asserting
2 individual statutory claims and an individual PAGA claim.

3 4. On January 20, 2025, the Parties participated in mediation presided over by Lisa
4 Klerman, an experienced mediator in PAGA actions, which resulted in a settlement in principle.

5 5. Counsel for all Parties have thoroughly investigated the facts relating to the claims
6 alleged in this Action and Arbitration, and have made a thorough study of the legal principles applicable
7 to the claims asserted against Defendant. Based on their investigation and evaluation of this case, the
8 Parties' Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all
9 known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings
10 regarding liability, and numerous potential appellate issues.

11 6. Defendant denies, and continue to deny, each and every claim and contention alleged in
12 the Action and Arbitration, and has always maintained that it never engaged in any unlawful acts
13 regarding any of the matters alleged in the Action and Arbitration.

14 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
15 forth, the Parties agree as follows:

16 **III. NON-ADMISSION OF LIABILITY**

17 A. Based on the factual and legal issues involved, the expense and time necessary to
18 prosecute the Action through trial and the Arbitration through the evidentiary hearing, the risks,
19 uncertainty and costs of further prosecution, the difficulty of proof necessary for purposes of liability,
20 and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action
21 and Arbitration, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable,
22 adequate and in the best interests of the PAGA Settlement Members.

23 B. By entering into this Settlement, Defendant denies any liability for any of the claims in
24 the Action or Arbitration, as well as any other potential or unknown claims based on wage and hour
25 violations under state or federal law. Neither this Settlement, nor any document referred to or
26 contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may
27 be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct,
28

1 fault, wrongdoing or liability whatsoever. Defendant specifically denies that they have engaged in any
2 unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

3 **IV. TERMS OF THE PAGA SETTLEMENT**

4 **A. The Total Settlement Payment**

5 Defendant shall pay a settlement payment in a total amount of Four Hundred Fifty Thousand
6 Dollars (\$450,000) (the “**Total Settlement Payment**”). The Total Settlement Payment shall include
7 Plaintiff’s Counsel Payment, Settlement Administration Costs, and the PAGA Fund as these terms are
8 defined below.

9 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

10 1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees of up to
11 33.3% of the Total Settlement Payment, and reasonable litigation costs, not to exceed \$150,000
12 (“**Plaintiff’s Counsel Payment**”). Plaintiff’s Counsel will be responsible for submitting all documents
13 to support their request for attorneys’ fees and costs.

14 2. Defendant will not oppose or object to Plaintiff’s Counsel’s application for
15 attorneys’ fees, not to exceed 33.3% of the Total Settlement Payment plus all documented and
16 reasonable litigation costs and expenses, not to exceed \$30,000.00.

17 3. In the event that the Court does not approve an award of attorneys’ fees equal to
18 the requested amount, or the Court alters the payment methodology described herein, it will not be
19 considered a material change of the Settlement and will not operate to terminate or cancel the
20 agreement, and this Settlement will be enforceable.

21 4. The Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment.
22 Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to
23 the PAGA Fund.

24 **C. Enhancement Award**

25 1. Subject to Court approval, Defendant agrees to pay Plaintiff an enhancement
26 award of up to Five Thousand Dollars (\$5,000.00), to be paid from the Total Settlement Payment, as an
27 enhancement for his service as the PAGA representative, in addition to any payment she may otherwise
28 receive as a PAGA Settlement Member (“**Enhancement Award**”).

2. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

3. Plaintiff shall not receive any additional payments or enhancements other than those expressly provided under this Settlement.

D. Settlement Administration Costs

1. The cost of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, including the costs to calculate payments to individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members are referred to as the "**Settlement Administration Costs**," and are estimated to be \$7,000.00.

E. PAGA Fund

1. After deducting Plaintiff's Counsel Payment, the Settlement Administration Costs, and any court-approved Enhancement Award, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members ("**PAGA Fund**").

2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant.

2. Within 7 days after the Effective Date, Defendant shall deposit the Total Settlement Payment with the Settlement Administrator.

B. Pay Periods

1. Defendant estimates that PAGA Settlement Members worked approximately 26,414 pay periods from May 13, 2021 to January 20, 2025 (the date of mediation). If the actual number of pay periods worked by PAGA Settlement Members during the PAGA Period exceeds this estimate by more than ten percent (10%), Defendant, in its sole and absolute discretion, shall have the option to increase the Total Settlement Payment proportionally for the overage (i.e., if the number of pay periods exceeds Defendant's estimate by 11%, Defendant shall increase the Total Settlement Payment by 1%) or to limit the PAGA Period such that the PAGA Period ends on the date when PAGA Settlement Members have worked no more than 10 percent above the pay period estimate.

C. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

1. The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member worked at a PerkinElmer location in California during the PAGA Period. Partial weeks will be counted as full pay periods.

2. The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members at a PerkinElmer location in California during the PAGA Period.

3. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

D. Distribution of PAGA Fund

1. Defendant shall provide the Settlement Administrator with a list of the names, last known addresses, the number of pay periods worked at a PerkinElmer location in California during the PAGA Period, and Social Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. This information is being

provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the **"Individual Payment"**), or as otherwise directed by the Court.

4. To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The Settlement Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, requested by the PAGA Settlement Member prior to the void date. After 180 days from the date of mailing the Individual payment by the Settlement Administrator, the amount of any undeliverable checks will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members whose checks were undeliverable will still have released the Released Claims. The Parties

1 agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the
2 entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members.
3 Therefore, Defendant will not be required to pay any interest on said amount.

4 5. The Settlement Administrator shall maintain a list of the postmark date for the
5 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
6 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
7 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
8 described herein or who otherwise could not be located within two attempts at mailing.

9 6. All settlement checks will remain valid and negotiable for 180 days from the date
10 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
11 Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days
12 will be void and sent to the State of California State Controller's Office in the PAGA Settlement
13 Member's name. However, the PAGA Settlement Members who have not cashed their checks within
14 180 days from the date of their mailing will still have released the Released Claims. The failure by a
15 PAGA Settlement Member to cash their settlement checks will have no effect on their release of the
16 Released Claims. The Parties agree that this results in no unpaid residue under California Civil
17 Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and
18 PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement
19 checks. Therefore, Defendant will not be required to pay any interest on said amount.

20 7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA
21 Settlement Members who received a payment.

22 **E. Settlement Administration Cost Payment**

23 Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the
24 Settlement Administration Costs directly to the Settlement Administrator.

25 **F. Plaintiff's Counsel Payment**

26 Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the
27 Plaintiff's Counsel Payment directly to Plaintiff's Counsel.
28

1 **G. Enhancement Award Payment**

2 Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay any
3 Enhancement Award approved by the Court to Plaintiff.

4 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

5 **A. Claims Released by The LWDA and All PAGA Settlement Members**

6 Upon the date of entry of an order by the Court in the Action approving this Settlement, the
7 LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the
8 Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement
9 Members will be unable to bring a claim for civil penalties under the California Private Attorneys
10 General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of
11 the Released Claims that took place during the PAGA Period.

12 **B. Additional Claims Released by Plaintiff**

13 1. In consideration for the promises set forth in this Settlement, Plaintiff, on behalf
14 of herself and her heirs, representatives, attorneys, executors, administrators, successors, relatives, and
15 assigns releases Defendant and the Released Parties from any and all causes of action, obligations, costs,
16 expenses, damages, claims, liabilities, benefits, attorneys' fees, and costs actually incurred, of whatever
17 character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of
18 any kind whatsoever, now existing or arising in the future, based on any act, omission, event,
19 occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but
20 not limited to any claims or causes of action arising out of Plaintiff's employment with any of the
21 Released Parties.

22 2. It is agreed and understood by Plaintiff and the Released Parties that the general
23 release in Paragraph VI.B of this Settlement is to be construed in the broadest possible manner
24 consistent with applicable law. This release does not cover claims that cannot be waived by law,
25 including pending claims for workers' compensation benefits.

26 3. For the purpose of implementing a full and complete release and discharge of the
27 Released Parties, Plaintiff expressly acknowledges that the release in Paragraph VI(B) of this Settlement
28 is intended to include in its effect, without limitation, all claims he did not know or suspect at the time of

1 execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they
2 might be based, would materially have affected the settlement of this matter, and that the consideration
3 given under this Settlement is also for the release of those claims and contemplates the extinguishment
4 of any such claims. In furtherance of this Settlement, Plaintiff expressly waives all rights provided by
5 California Civil Code section 1542, or other similar statutes that Plaintiff may have against any of the
6 Released Parties. Section 1542 states:

7 A general release does not extend to claims that the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 executing the release, and that if known by him or her would have materially
 affected his or her settlement with the debtor or released party.

10 **C. Tax Treatment and Tax Indemnification**

11 PAGA Settlement Members will assume any tax obligations or consequences which may arise
12 from this Settlement. PAGA Settlement Members release any and all claims that they have or may have
13 against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments,
14 penalties, taxes, indemnification, and any other recoveries related to any payments made under this
15 Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If
16 any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA
17 Settlement Members for their individual share of taxes related to any payments made under this
18 Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each
19 PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim
20 of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
21 Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
22 questions about any liability to any state or federal taxing authority, they should contact the Settlement
23 Administrator. The PAGA Settlement Members should not contact Defendant, any of the Released
24 Parties, or Defense Counsel.

25 **VII. MISCELLANEOUS PROVISIONS**

26 **A. Voiding the Settlement**

27 A failure of the Court to approve any material condition of this Settlement shall render the entire
28 Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff or

1 Defendant. Each party may exercise its option to void this Settlement as provided above by giving
2 notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to
3 approve a material condition of the Settlement has been received by the party seeking to void the
4 Settlement.

5 **B. Mutual Full Cooperation**

6 Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each
7 other to accomplish the terms of this Settlement, including, but not limited to, execution of such
8 documents and to take such other action as may reasonably be necessary to implement the terms herein.
9 The Parties agree to use their best efforts and any other efforts that may become necessary by Order of
10 the Court, or otherwise, to effectuate this Settlement.

11 **C. Parties' Authority**

12 The signatories hereto represent that they are fully authorized to enter into this Settlement.

13 **D. Binding Nature of the Settlement**

14 1. This Settlement shall be binding upon, and inure to the benefit of, the successors
15 or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly
16 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
17 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
18 and the PAGA Settlement Members.

19 2. This Settlement may be amended or modified only by a written instrument signed
20 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this
21 Settlement may be waived except in writing.

22 3. This Settlement constitute the entire agreement between Plaintiff and Defendant
23 relating to the terms contained herein. All prior or contemporaneous agreements, understandings and
24 statements, whether oral or written, whether express or implied, and whether by a party or their counsel,
25 concerning this Settlement are merged herein. No oral or written representations, warranties or
26 inducements have been made to any party concerning this Settlement or its exhibits other than the
27 representations, warranties and covenants contained and memorialized in such documents.
28

1 4. Paragraph titles or captions contained herein are inserted as a matter of
2 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
3 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not
4 merely a recital.

5 **E. Joint Drafting of Settlement Documents**

6 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result
7 of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

8 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
9 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
10 construed against any of the Parties.

11 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to
12 them by Defendant shall be used for any purpose other than the settlement of this Action or Arbitration.
13 Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation
14 against Defendant or the Released Parties.

15 **F. Execution of the Settlement**

16 This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All
17 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
18 be as legally binding and enforceable as the original.

19 **G. No Press Release or Publicity Regarding the Terms of the Settlement**

20 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will
21 not issue any media or press release, initiate any contact with the media or the press, respond to any
22 media or press inquiry or have any communications with the media or the press about the fact, amount
23 or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or
24 amount of the Settlement, on their websites, social media, any other marketing materials, professional
25 organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their
26 websites, social media, any other marketing materials, or legal publications, that Defendant engaged in
27 any act contrary to California law, or denied payment owed to individuals classified as independent
28 contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant.

Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

DATED: August ___, 2025

CHRISTINE BURDEN

By: _____

DATED: 09/02/2025

WILLITS HOSPITAL, INC.

By:  Meredith Jobe

Name: Meredith Jobe

Position: Secretary / Chief Legal Officer

AGREED AS TO FORM:

DATED: _____

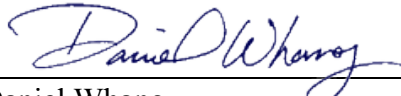
JAMES HAWKINS APLC

By: _____

Gregory Mauro
Attorneys for Plaintiff Christine Burden

DATED: 9/16/2025

SEYFARTH SHAW LLP

By:  _____

Daniel Whang
Attorneys for Defendant Willits Hospital, Inc.

1 Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by
2 public disclosure regulatory requirements or with respect to any financial or other disclosures which in
3 their judgment are necessary.

4 **H. Continuing Jurisdiction of the Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
6 shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce
7 compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of
8 the benefits of this Settlement.

9 DATED: August __, 2025
10 09/22/2025

CHRISTINE BURDEN

11 By: Christine Burden

12 DATED: August __, 2025

WILLITS HOSPITAL, INC.

14 By: _____

15 Name: _____

16 Position: _____

17 **AGREED AS TO FORM:**

18 DATED: August __, 2025
19 09/22/2025

JAMES HAWKINS APLC

20 By: Gregory Mauro
21 Gregory Mauro
22 Attorneys for Plaintiff Christine Burden

23 DATED: August __, 2025

SEYFARTH SHAW LLP

24 By: _____

25 Daniel Whang
26 Attorneys for Defendant Willits Hospital, Inc.

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MENDOCINO

|

You are receiving this letter because you are entitled to money as a result of a court approved settlement in *Christine Marie Burden v. Willits Hospital Inc., dba Adventist Health Howard Memorial*, Superior Court of the State of California, County of Mendocino, Case No. 22CV00400 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Christine Marie Burden, asserted claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* against Defendant Willits Hospital Inc., dba Adventist Health Howard Memorial (“**Willits Hospital**” or “**Defendant**”) on behalf of herself and all persons who worked for Defendant as non-exempt employees in the State of California at any time from May 13, 2021 to the date the PAGA Settlement is approved by the Superior Court for the State of California for the County of Mendocino or other court assuming jurisdiction of this matter. These persons are known as “**PAGA Settlement Member(s)**” and this period is known as the “**PAGA Period**”. These claims are based on allegations that Defendant violated various California Labor Code provisions related to the alleged: (a) failure to provide meal periods for every work period exceeding more than five (5) and ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (b) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (c) failing to pay all wages earned and owed upon separation from Defendant’s employ; (d) failing to provide accurate itemized wage statements. Defendant denies that there were any Labor Code violations and denies that any of the alleged Aggrieved Employees are entitled to civil penalties, damages, or other remedies. The Court has not made any rulings on the merits of the case.

What is PAGA?

PAGA is a California law that was enacted in 2004 that permits employees to enforce California’s Labor Laws and deter violations where the state of California lacks resources. Under PAGA, employees like Plaintiff Christine Marie Burden can seek civil penalties on behalf of the State’s Labor and Workforce Development Agency (“**LWDA**”) and aggrieved employees for violations of the state’s Labor Code.

What are the terms of the Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, Plaintiff and Defendant reached a settlement, which was reviewed and approved by the Court (“the Settlement”). By operation of the Settlement’s terms, all PAGA Settlement Members will release Defendant of “any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiff to the LWDA, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California

Labor Code sections, including 201-204, 226, 226.3, 226.7, 512, 1174, 1174.5, 1175, 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.”

Defendant’s records show that you are a PAGA Settlement Member. Accordingly, you are entitled to a share of the settlement based on your percentage share of pay periods during the PAGA Period.

Upon entry of the order approving the Settlement on [REDACTED], any PAGA Member covered by the Settlement will be barred from proceeding with any of the Released Claims in the Settlement.

All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days will be void and sent to the State of California State Controller’s Office in the PAGA Settlement Member’s name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from the date of their mailing will still have released the Released Claims.

Payments under this settlement are made pursuant to the California Private Attorneys General Act (PAGA). These payments are considered civil penalties, not wages. No payroll taxes or withholdings will be deducted. Your payment may be reported to the Internal Revenue Service on a Form 1099 as “Other Income,” depending on the amount you receive and applicable law. You are responsible for any tax obligations that may arise from this payment, and you may wish to consult your tax advisor.

If you are a current employee of Defendant, the decision to cash your check will not affect your employment in any way.

Under PAGA, you cannot opt out of this settlement and will be bound by the release regardless of whether you cash your check.

This letter will not be translated into any other languages.

If you have any questions, you can call the Settlement Administrator at 1- **, or email [REDACTED]. xxx’s mailing address is [REDACTED]. You may also visit www.xxx.com or any of the attorneys representing the PAGA Members (see below for PAGA Members Counsel’s phone number).**

ATTORNEYS REPRESENTING THE PAGA MEMBERS

James Hawkins APLC

James R. Hawkins

Gregory Mauro

Michael Calvo

Lauren Falk

Ava Issary

9880 Research Drive, Suite 200

Irvine, California 92618

Tel: (949) 387-7200; Fax: (949) 387-6676

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**

How much will I be receiving

The Individual Settlement Payment to each PAGA Member shall be determined by dividing each PAGA Member's respective PAGA pay periods worked by the total pay periods worked by all PAGA Members during the PAGA Period.

Based on the above formula, your calculated pay periods in the PAGA Period, as of this notice, is ****. Your estimated Individual Settlement Payment is \$*****.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

EXHIBIT 3

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

December 14, 2021

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

WILLITS HOSPITAL, INC., a California Non-Profit Corporation dba ADVENTIST HEALTH HOWARD MEMORIAL

Agent for Service of Process: Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

Receipt No. 7021 0950 0000 7376 6450

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Christine Marie Burden individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, and WILLITS HOSPITAL, INC., a California Non-Profit Corporation dba ADVENTIST HEALTH HOWARD MEMORIAL, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Mendocino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Jeanne Sarmiento, Esq. (#309660)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Jeanne@jameshawkinsaplc.com

Attorneys for Plaintiff CHRISTINE MARIE BURDEN,

On behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

CHRISTINE MARIE BURDEN, on behalf of
the general public as private attorney general,

Plaintiff,

v.

WILLITS HOSPITAL, INC., a California Non-
Profit Corporation dba ADVENTIST HEALTH
HOWARD MEMORIAL; and DOES 1-50,
inclusive

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff CHRISTINE MARIE BURDEN (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, and asserts claims against Defendants WILLITS HOSPITAL, INC., a California Non-Profit Corporation dba ADVENTIST HEALTH HOWARD MEMORIAL and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a) failure to provide meal periods for every work period exceeding more than five (5) and ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (b) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (c) failing to pay all wages earned and owed upon separation from Defendant’s employ; (d) failing to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Mendocino County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to provide meal periods
23 for every work period exceeding more than five (5) and ten (10) hours per day and failure to pay
24 an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a
25 meal period; (b) failure to provide rest breaks for every four hours or major fraction thereof worked
26 and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu
27 of providing a rest period; (c) failing to pay all wages earned and owed upon separation from
28

Defendant's employ; (d) failing to provide accurate itemized wage statements.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-203, 512, 226, 226.3, 226.7, 1174, 1174.5, 1175, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, CHRISTINE MARIE BURDEN was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately April 2009 as a Non-Exempt Employee with the title of Clinical Laboratory Scientist and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately September 2021. Plaintiff's duties included but were not limited to working in the laboratory, monitoring testing, following checklist of items to complete.

11. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- b) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- c) not timely paid wages;
- d) not provided accurate itemized wage statements.

12. On information and belief, Defendants willfully failed to pay all earned wages in

1 the form regular wages and overtime wages, and meal and rest period premium wages, to its
2 Non-Exempt Employees and members of the Representative Group; nor have Defendants
3 returned to Plaintiff or members of the Representative Group, upon or after separation from
4 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
5 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
6 aggrieved employees..

7 **B. Defendants**

8 13. Defendant WILLITS HOSPITAL, INC., a California Non-Profit Corporation dba
9 ADVENTIST HEALTH HOWARD MEMORIAL operates as a hospital and healthcare provider.
10 Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked
11 for Defendants over the last year.

12 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
13 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
14 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
15 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
16 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
17 ascertained.

18 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
19 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
20 Representative Group, and exercised control over their wages, hours, and working conditions.
21 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
22 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
23 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
24 to the other defendants.

25 **IV. GENERAL ALLEGATIONS**

26 16. At all times set forth herein, Defendants employed Plaintiff and other persons in
27 the capacity of non-exempt positions, however titled, throughout the state of California.
28

1 17. Plaintiff are informed and believes Aggrieved Employees have at all times pertinent
2 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
3 rules and regulations of the IWC California Wage Orders.

4 18. Defendants continue to employ Non-Exempt Employees, however titled, in
5 California and implement a uniform set of policies and practices to all non-exempt employees, as
6 they were all engaged in the generic job duties related to Defendants' hospital and healthcare
7 business.

8 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
9 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
10 the requirements of California's wage and employment laws.

11 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
12 Employees based upon an hourly rate.

13 21. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
14 Employees typically worked four (4) or five (5) days a week.

15 22. Plaintiff is informed and believes that the Aggrieved Employees were required to
16 keep similar schedules.

17 23. Defendants failed to properly calculate Plaintiff's and the Aggrieved Employees'
18 regular rate of pay including but not limited to by failing to include all forms of
19 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
20 commissions, shift differentials and other compensation for meal and rest premium pay purposes.

21 24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
22 excess of five hours without being provided a lawful meal period and over ten hours in a day
23 without being provided a second lawful meal period as required by law.

24 25. Plaintiff and Aggrieved Employees were required to keep their work cellphones on
25 their persons at all times during their shifts in order to respond to work related calls, even during
26 meal periods.

27 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
28

1 scheduling practices, work demands, and Defendants' policies and practices, Defendants
2 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint
3 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

4 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
5 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
6 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
7 required by law.

8 28. On information and belief, Plaintiff and Aggrieved Employees did not waive their
9 rights to meal periods under the law.

10 29. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
11 meal periods.

12 30. Despite the above-mentioned meal period violations, Defendants failed to
13 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
14 one additional hour of pay at their regular rate as required by California law when meal periods
15 were not timely or lawfully provided in a compliant manner.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
17 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
18 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7
19 but were not receiving such compensation.

20 32. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
21 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
22 period for every four hours worked or major fraction thereof, which is a violation of the Labor
23 Code and IWC wage order.

24 33. Plaintiff and Aggrieved Employees were required to keep their work cellphones on
25 their persons at all times during their shifts in order to respond to work related calls, even during
26 rest breaks.

27 34. Defendants maintained and enforced scheduling practices, policies, and imposed
28

1 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
2 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
3 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
4 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

5 35. Despite the above-mentioned rest period violations, Defendants did not compensate
6 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
7 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
8 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
9 permitted.

10 36. Defendants also failed to provide accurate, lawful itemized wage statements to
11 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
12 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
13 worked, including premiums due and owing for meal and rest period violations, gross pay and net
14 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

15 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
17 thereof for resignations without prior notice as the case may be) they had a duty to accurately
18 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
19 meal and rest period premiums, and that Defendants had the financial ability to pay such
20 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
21 because of the above-specified violations.

22 38. Upon information and belief, Defendants knew and or should have known that it is
23 improper to implement policies and commit unlawful acts such as:
24

25 (a) requiring employees to work four (4) hours or a major fraction thereof without
26 being provided a minimum ten (10) minute rest period and without compensating the employees
27 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
28 rest period was not provided;

1 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
2 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
3 and without compensating employees with one (1) hour of pay at the regular rate of compensation
4 for each workday that such a meal period was not provided;

5 (c) failing to provide accurate itemized wage statements;

6 (d) failing to timely pay Plaintiff and Aggrieved Employees.

7 39. In addition to the violations above, and on information and belief, Defendants knew
8 they had a duty to compensate Plaintiff and aggrieved employees for the allegations asserted
9 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
10 knowingly, recklessly, and/or intentionally failed to do so.

11 **V. REPRESENTATIVE CLAIMS**

12 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

13 40. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained above, as though fully set forth herein.

15 41. On or about December 13, 2021, Plaintiff complied with notice requirements
16 pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto
17 as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged
18 here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA
19 has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action
20 in a representative capacity. The substance and violations set forth in this Complaint of which the
21 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
22 Action Complaint to the LWDA.

23 42. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
24 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
25 Employees of Defendants.

26 43. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
27 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
28

1 including without limitation Labor Code section 201-203, 512, 226, 226.3, 226.7, 1174, 1174.5,
2 1175, and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8,
3 section 11000 *et seq.*

4 44. At all times relevant, Plaintiff and all other aggrieved employees regularly
5 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
6 rest break requirements of the applicable IWC wage order and the Labor Code.

7 45. Defendants failed to provide Plaintiff and all other aggrieved employees
8 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
9 and enforced policies of on duty meal period practices which required employees to work during
10 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
11 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
12 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
13 at time of trial.

14 46. Plaintiff, and on information and belief, all aggrieved employees, were
15 systematically not permitted or authorized to take ten minute rest periods for every four hours
16 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
17 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
18 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
19 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
20 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
21 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
22 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
23 applicable IWC Wage Order.

24 47. Defendants also willfully violated Labor Code sections 201-203 by failing to
25 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
26 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
27 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
28

1 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
2 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
3 The penalty cannot exceed 30 days of wages.

4 48. Plaintiff and all other aggrieved employees who were separated from employment
5 are entitled to compensation for all forms of wages earned, including but not limited to
6 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
7 have not received such compensation, therefore entitling them to penalties under PAGA for
8 violations of Labor Code sections 201-203.

9 49. On information and belief, Defendants willfully failed to pay all wages due and
10 owing upon separation from employment. These wages include regular and overtime wages, and
11 meal and rest period premiums.

12 50. On information and belief, Defendants failed to provide accurate itemized wage
13 statements which failed to include the rate of pay and total hours worked per pay period, failed to
14 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
15 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
16 to Labor Code section 226(a).

17 51. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
18 and the hours for which they worked for any given pay period.

19 52. Defendants have failed to accurately record all time worked.

20 53. Defendants have also failed to accurately record the meal and rest period premiums
21 owed and all wages owed per pay period.

22 54. Plaintiff and Aggrieved Employees have been injured as they were unable to
23 determine whether they had been paid correctly for all hours worked per pay period among other
24 things

25 55. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
28

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a
2 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

3 56. Additionally, Defendants have no accurate records relating to aggrieved
4 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
5 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
6 maintain accurate records relating to hours worked daily in violation of Labor Code sections
7 1174(d), 1174.5.

8 57. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees
9 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
10 worked.

11 58. Plaintiff and the Representative Aggrieved Employees are entitled to recover
12 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

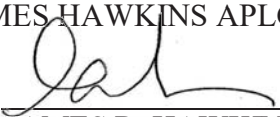
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 15 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 16 2. For reasonable attorneys' fees and costs; and
- 17 3. For such other and further relief as the Court deems proper.

18 Dated: December 14, 2021

JAMES HAWKINS APLC

19 By: 

20 JAMES R. HAWKINS, ESQ.
21 GREGORY MAURO, ESQ.
22 MICHAEL CALVO, ESQ.
23 JEANNE SARMIENTO, ESQ.
24 Attorneys for Plaintiff CHRISTINE MARIE
25 BURDEN and on behalf of the general
26 public as private attorney general
27
28

EXHIBIT 4

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/23/2025
Client: FRANKRHOWARD - Christine Marie Burden
Matter: FRANKRHOWARD - Frank R. Howard Memorial Hospital- Christine M. Burden - Willits

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/14/2021	FIL	Filing Fee- LWDA filing fee	\$75.00		Unbilled				
03/30/2022	FST	First Legal Network - E-Filing - Summons, Civil Case Cover Sheet, Complaint IN# 30195930	\$33.50		Unbilled				
05/13/2022	FST	First Legal Network- Filed PAGA Representative action complaint and process served S&C Initial Docs, Notice of CMC In30199329	\$1,922.60		Unbilled				
05/20/2022	FST	First Legal Network- Filed proof of service summons IN30199329	\$39.15		Unbilled				
10/20/2022	FST	First Legal Network - E-Filing - Case Management / Status Conference IN# 30216387	\$39.15		Unbilled				
03/06/2024	FIL	JAMS Demand for Arbitration Filing Fee 03.06.24	\$411.00		Unbilled				
04/30/2025	MED	Mediation Services IN#062025P CK#1782	\$12,500.00		Unbilled				
07/02/2025	EXA	Expert Analysis IN#15435 CK#2093	\$9,230.00		Unbilled				
		Total:	\$24,250.40	\$0.00					
		Balance:	\$24,250.40						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$24,250.40						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 5

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Burden vs Willits
Thursday, August 14, 2025

Requesting Attorney:
Gregory Mauro, Esq.
James Hawkins APLC
greg@jameshawkinsaplc.com
949.387.7200

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	600
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,196.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,964.00
Case Conclusion:	\$790.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Burden vs Willits

Thursday, August 14, 2025

Requesting Attorney's Name: Gregory Mauro, Esq.

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	4	\$480.00
NCOA	Flat Rate	\$190.00	1	\$190.00
Toll-Free Customer Service Representative	Flat Rate	\$226.00	1	\$226.00

**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 \$1,196.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	600	\$900.00
USPS First Class 1oz Postage	Per Piece	\$0.70	600	\$420.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	72	\$144.00
Preparation of Taxes	Hourly	\$150.00	3	\$450.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,964.00

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

Subtotal \$790.00

Estimated ILYM Fees & Expenses: \$5,950.00

ILYM Group's 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.