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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

ROLLETA MANGARON, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

DOCTORS HOSPITAL OF MANTECA,
INC. a California Corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-2437

**DECLARATION OF JUSTIN HEWGILL IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: _____
Hearing Time: 9:00 a.m.
[Proposed Hearing Dates are 9/29/26,
9/30/26, 10/6/26, 10/7/26, and 10/8/26]

Judge: Hon. John Soldati
Dept.: 10D

Action Filed: Aril 5, 2022
Trial Date: Not Set

1 I, Justin Hewgill, declare as follows:

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

8 2. A true and correct copy of the fully executed Settlement Agreement and Release of
9 PAGA Claim ("Agreement") with Defendants Doctors Hospital of Manteca, Inc. ("Defendant") is
10 attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. The Litigation –

12 (a) Settlement Counsel sent the necessary correspondence to the California Labor and
13 Workforce Development Agency ("LWDA") on January 24, 2022, on behalf of Plaintiff Mongaron,
14 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
15 General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true
16 and correct copy of this PAGA Notice is attached hereto as Exhibit #6. The 65-day notice period for
17 the LWDA to notify of its intent to investigate expired on March 30, 2022. On April 5, 2022, Plaintiff
18 Mongaron filed a Representative Action Complaint in this Court against Defendant Helix Electric,
19 Inc., alleging a cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code
20 §§ 2698, *et seq.*].

21 Plaintiff and Defendant agreed to mediate with Lisa Klerman, Esq. Prior to the mediation, the
22 Parties conducted significant investigation and discovery of the facts and law. Defendant produced
23 hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt
24 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
25 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
26 PAGA Employees and the number of pay periods in the PAGA Period. The Parties agree that the
27 above-described investigation and evaluation, as well as the information exchanged during the
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1 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
2 compromise the issues on a fair and equitable basis.

3 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
4 liable for failing to pay all time worked (rounding, and working while clocked out for meal, and being
5 contacted while not on shift), failing to provide adequate meal breaks, and rest breaks (monitoring
6 phones. Work conditions making full breaks impossible, and not being allowed to leave the hospital),
7 regular rate based on failing to incorporate shift differentials and therefore miscalculating overtime
8 meal premiums, and sick pay as a result of not including certain remunerations into the regular rate.
9 Defendant also failed to compensate PAGA Employees for the use of their personal cell phones for
10 work purposes.

11 (c) On November 3, 2025, the Parties engaged in an all-day mediation session before
12 Mediator Klerman, a respected and experienced mediator knowledgeable of both the wage and hour
13 laws and representative claims at issue in this action. Through arms-length negotiations with the
14 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
15 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
16 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
17 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
18 difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential
19 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
20 reached after extensive arm's length negotiations, with the assistance of Mediator Klerman.

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

4. The claim before this Court on this motion is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶¶ 3.3, 4.2 et seq). The Agreement negotiated by the Parties provides for a “Gross Settlement Amount” payment in the amount of \$516,000 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA Settlement of \$516,000 there is a deduction of attorneys’ fees (“Settlement Counsel Fees Payment”) in the amount of \$172,000 (which is one-third of the PAGA Settlement), reimbursement of incurred costs (“Settlement Counsel Litigation Expenses Payment”) in an amount not to exceed \$38,000, a service award of \$10,000 (“Service Award”) and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed \$8,000. (Agreement at ¶¶ 4.2.1-4.2.4). If the Court approves a Settlement Counsel Fees Payment and/or a Settlement Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Payment. (Agreement at ¶ 4.2.4.2). To the extent the Administration Expenses are less, or the Court approves payment less than \$8,000, the Administrator will allocate the remainder of this amount to the PAGA Payment (Id. at ¶ 4.2.3). In the event the Service Award is approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA Payment for distribution and not paid to Plaintiff, Settlement Counsel, or Defendant. (Id. at ¶ 4.2.1). After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less than \$288,000.

Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$216,000) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$72,000) will be paid to the PAGA Employees (Agreement at ¶ 4.2.4). This 75/25 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). “PAGA Employees” means all persons who worked for Defendant Doctors Hospital of Mante3ca, Inc. in California as an hourly, non-exempt employee during the PAGA Period. (Agreement at ¶ 1.16). “PAGA Period” means the period from January 24, 2021 and ending January 5, 2026, subject to the escalator clause at Paragraph 9 of the Agreement. (Agreement at ¶ 1.22).

1 The Individual PAGA Payment for each PAGA Employee shall be based on the number of pay
2 periods each PAGA Employee worked during the PAGA Period as an PAGA Employee, as a
3 percentage of the total pay periods worked by all PAGA Employees during from January 24, 2021 and
4 ending January 5, 2026. (Agreement ¶¶ 1.4, and 4.2.4.1) The PAGA Period is the time period from
5 January 24, 2021 and ending January 5, 2026. (Agreement at ¶ 1.9). For mediation, Defendant
6 represented that PAGA Employees collectively worked approximately 54,337 pay periods during the
7 PAGA Period. (Agreement at ¶ 9).

8 Upon Approval of the Agreement by the Court and subject to Defendant's full payment of the
9 Gross Settlement Amount, all the PAGA Employees and all persons purporting to act on the PAGA
10 Employees' behalf or purporting to assert a claim under or through them, shall be deemed to have
11 fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and
12 any and all Released Parties of and from any and all claims for the PAGA civil penalties pleaded or
13 which reasonably could have been pleaded arising, in whole or in part, from the facts and/or allegations
14 contained in the PAGA Notice (including any amended PAGA Notice) against the Released Parties,
15 that arose during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include
16 any claims for PAGA civil penalties which reasonably could have been alleged under the facts and/or
17 allegations pleaded in the PAGA Notice, including as amended at any time, and Operative Complaint
18 for: (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3)
19 Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods
20 or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay
21 timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure
22 to reimburse business expenses, (9) failure to pay sick wages; as well as any claims under the
23 California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7,
24 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, or those claims based on the facts in
25 he PAGA Notice or Operative Complaint for violations under the applicable IWC Wage Orders; and
26 California Code of Regulations, Title 8, section 11000, (10)claims for interest, penalties (including,
27 but not limited to, waiting time penalties), or premiums in connection therewith, and unpaid business

1 expenses and costs, attorneys' fees, costs, injunctive relief, or any other forms of relief arising from
2 any of the aforementioned Released PAGA Claims. The Released PAGA Claims do not include any
3 claims that cannot be released as a matter of law. To the extent the LWDA has released the Released
4 PAGA Claims in connection with the Agreement, no PAGA Employee may pursue these same
5 Released PAGA Claims in another action. The PAGA Employees are collaterally estopped from
6 pursuing the Released PAGA Claims. After the Court grants Approval, Plaintiff will provide the
7 LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the
8 PAGA Period. The express purpose of the Settlement Agreement and the Judgment to be entered by
9 the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other
10 individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all
11 PAGA Employees) from asserting any of the released PAGA claims that occurred during the PAGA
12 Period in any future litigation. Plaintiff does not release any PAGA Employees' claim for wages and
13 damages. The Released PAGA Claims shall not include any other claims, including Plaintiff's
14 Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair
15 Employment and Housing Act, unemployment insurance, disability, social security, workers'
16 compensation, Plaintiff's Individual Arbitration Claims, or claims based on facts occurring outside the
17 PAGA Period or any class claims. (Agreement at ¶6.1).

18 Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the
19 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
20 Administration Expenses Payment, the Service Award and the Settlement Counsel Fees Payment and
21 Settlement Counsel Expenses Payment. (Agreement at ¶ 5.5). Checks will remain negotiable for one
22 hundred eighty (180) days. (Id. at ¶ 5.4.1) For any Individual PAGA Payment check that is uncashed
23 and cancelled after the void date, the Administrator shall transmit the funds represented by such checks
24 to the to the State Controller Unclaimed Property Fund in the name of the individual who failed to
25 cash their check, subject to Court approval. (Id. at ¶ 5.4.3).

26 5. Settlement Counsel Fees equal to one-third of the Gross Settlement Amount
27 (\$516,000), a Service Award of \$10,000 and Settlement Counsel Litigation Expenses in an amount
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1 not to exceed \$38,000 will also be paid to Settlement Counsel as part of the settlement in accordance
2 with California Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the
3 Administrator in an amount not to exceed \$8,000 to perform the administrative duties to distribute the
4 settlement money shall also be paid.

5 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
6 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
7 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$516,000 is
8 more than other PAGA settlements as it constitutes approximately \$9.50 per pay period. This PAGA
9 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
10 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
11 penalties was potentially \$5,433,700 based on 54,337 pay periods applicable to the PAGA Employees
12 during the PAGA Period.¹ Importantly, however, these calculations were performed at the maximum
13 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower
14 rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
15 maximum civil penalty if based on the facts and circumstances to do otherwise would result in an
16 award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30
17 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for
18 a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
19 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
20 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
21 penalties would be only \$271,685, which is far less than this settlement provides.

22 7. Here, Plaintiff would need to prove that each PAGA Employee suffered a violation for
23 each period the employee worked in relation to meal or rest period violations, failure to pay minimum
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$5,433,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties under PAGA.

1 wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage
2 statements, failure to reimburse employees for required expenses, and failure to pay wages when due.

3 Defendant maintains that Plaintiff and the PAGA Employees were properly compensated, and
4 that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
5 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
6 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
7 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
8 the PAGA notification should be awarded because the violations were not intentional. Defendant also
9 contends that Plaintiff lacks standing to pursue one of more of the PAGA violations alleged in the
10 Action. These defenses present a risk to the PAGA claims and the potential that some or all of the
11 PAGA penalties sought may not be awarded.

12 Given Defendant's potential defenses to the alleged violations at issue, the risks and costs of
13 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
14 reasonable. Defendant has similarly concluded that it is desirable that the action is settled in the manner
15 and upon the terms and conditions set forth in the Agreement in order to avoid further expense,
16 inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation.
17 Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and
18 Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.

19 Settlement Counsel have significant experience litigating wage and hour claims including
20 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
21 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
22 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
23 private mediator, Lisa Klerman, Esq.

24 As set forth in the accompanying proof of service, the LWDA has been provided notice of this
25 motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and
26 not oppose the motion should be given considerable weight. This is not a situation where the Court
27 needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-

1 only settlement does not release the individual claims of absent employees other than PAGA claims,
2 and the LWDA is a sophisticated government entity that is more than able to look out for its own
3 rights.

4 8. Settlement Counsel seek approval of attorneys' fees from the PAGA settlement in the
5 amount of \$172,000 representing one-third of the \$516,000 Gross PAGA Settlement Amount. PAGA
6 does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the
7 payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
8 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the
9 requested fees and costs are reasonable. First, the requested fees are justified by the result achieved.
10 Settlement Counsel negotiated a recovery of \$516,000, and this result justifies the requested fees equal
11 to one third of this recovery. This percentage is within the standard contingent recovery percentage of
12 one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
13 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App.
14 5th 521, 545 (2021) (recognizing that “fee awards in class actions average around one-third of the
15 recovery” regardless of “whether the percentage method or the lodestar method is used.” (*quoting*
16 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))). Second, the fee award is justified by
17 the work performed and contributions to the case. Settlement Counsel's current lodestar is
18 \$126,461.71, with significant additional work to be performed. As detailed in the accompanying
19 billing statements, true and correct copies of which are attached hereto as Exhibits #2 and 3², the
20 current lodestar for my firm in this court matter as of September 1, 2026 is \$126,467.71 for more than
21 198 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
22 time incurred after the billing was finalized and the time spent managing the completion of the
23 settlement, which I estimate will add another \$20,000.00 in additional lodestar. Third, the
24 consideration of the enhancement factors would justify the enhancement of the lodestar. Courts
25 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality

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27 ² The Blumenthal Firm switched billing systems in June 2022, so Exhibit #2 contains the lodestar
28 billing from inception to June 2022, and Exhibit #3 contains the lodestar billing for June 2022 to
September 1, 2026.

1 of work, and the novelty and difficulty of the issues involved. Here, where an enhancement would be
2 warranted, our fee request represents a reasonable multiplies cross-check of less than 1.5, which is
3 well within the range courts regularly apply.

4 9. The award of litigation expenses is based upon the actual expenses incurred by
5 Settlement Counsel, so Settlement Counsel will be recovering litigation expenses in the total amount
6 of \$34,007.77 which is less than the \$38,000 allocation for costs in the Agreement, so the difference
7 of \$3,992.23 will be added to the PAGA Payment amount. The litigation expenses incurred by my
8 firm in the amount of \$34,007.77 were all reasonably necessary to the litigation and are detailed in
9 Exhibits #2 and 3 attached hereto.³

10 Experience and Qualifications

11 10. I have represented hundreds of thousands of employees in hundreds of legal matters,
12 including PAGA lawsuits and hundreds of employment class actions. I personally have been practicing
13 class and PAGA employment law for a decade. Blumenthal Nordrehaug Bhowmik De Blouw LLP's
14 practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action
15 matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead
16 counsel in hundreds of contested motions for class certification including many consolidated wage
17 and hour matters.

18 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
19 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
20 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
21 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
22 the Ninth Circuit of the importance of the substantive rights of the State of California under the
23 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
24 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
25 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in

26 _____
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28 billing from inception to June 2022, and Exhibit #3 contains the lodestar billing for June 2022 to
September 1, 2026.

1 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
2 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
3 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
4 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
5 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
6 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
7 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

8 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
9 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
10 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
11 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
12 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
13 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
14 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
15 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
16 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
17 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
18 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
19 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
20 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
21 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
22 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
23 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
24 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
25 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
26 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
27 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
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1 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
2 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
3 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
4 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
5 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
6 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
7 Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
8 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
9 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
10 settlements that my firm has previously negotiated, and which courts have approved.

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

00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

(d) Over the course of the litigation, a number of attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #4. Some of the major cases our firm has undertaken are also set forth in Exhibit #4. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class litigation experience, much of it in the area of consumer class actions, employment class actions, securities litigation, unfair business practices and other complex litigation. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. Class Counsel has litigated similar wage and hour cases against other employers on behalf of employees, including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California State Automobile Association. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendants and their capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

(e) Paralegals. Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for the

1 services performed by its paralegals, Adolfo Sanchez Contreras⁴ and Yesenia Silva. The paralegals
2 have satisfied the requirements of California Business & Professional Code section 6450 et seq.,
3 including qualifications and continuing legal education. In the last two years, Sanchez Contreras and
4 Silva completed the requisite four hours of mandatory continuing legal education in legal ethics and
5 four hours of mandatory continuing legal education in either general or in an area of specialized law
6 in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250 per
7 hour charged for these paralegals at my firm are the reasonable and usual hourly rates charged by these
8 paralegals at my firm for services in California and are based upon the Laffey Matrix.

9 (i) Adolfo Sanchez Contreras (“Sanchez Contreras”) has nine (9) years of
10 paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. In
11 2015, Sanchez Contreras earned a certificate of completion of the paralegal program at University of
12 San Diego, a paralegal program approved by the American Bar Association. Prior to his attorney
13 admission to the California State Bar on January 26, 2024, Sanchez Contreras worked as a paralegal
14 at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15 (ii) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
16 practice area of Civil Litigation and Wage and Hour Class Actions. Silva holds a baccalaureate degree
17 from the University of California, Santa Barbara. Silva has more than one year of law-related
18 experience under my supervision. I have been an active member of the State Bar of California since
19 January of 2000. I attest that Silva is qualified to perform paralegal tasks and services.

20 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
21 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
22 from \$250 to \$275.⁵ These are the reasonable and usual hourly rates charged by the attorneys at my
23 firm for wage and hour work in California. My firm's hourly rates are based upon the Laffey Matrix
24 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
25

26 ⁴ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to his admission,
27 Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

28 ⁵ Some of the earlier time entries were billed at prior year rates, which were lower than the current
rates.

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

20 Some of the class action awards obtained by Class Counsel in similar employment actions
21 throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3)
22 of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los
23 Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-
24 third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and*
25 *Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
26 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
27 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil

1 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 18,
2 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235)
3 Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class
4 settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior
5 Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a
6 wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &
7 Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded
8 BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM
9 Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class
10 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas
11 Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
12 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's
13 Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
14 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022,
15 in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
16 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022,
17 in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge
18 Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in
19 *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338),
20 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action
21 settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento
22 Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a
23 one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese,
24 et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B.
25 Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4,
26 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139),
27 Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On
28

February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. LWDA - The PAGA Notice sent to the LWDA and email confirmation of the submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #6. Included with the PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In addition, the LWDA is being served with this motion which includes the Agreement, as verified in the

1 proof of service.

2 13. Settlement Administration – ILYM Group, Inc. (ILYM) was selected as the Settlement
3 Administrator based upon their estimate. We obtained estimates from APEX Class Action
4 Administration (“Apex”) and ILYM, using the same criteria. ILYM provided an estimate at \$7,250.
5 Apex provided an estimate at \$8,490, making ILYM the less expensive bid. A Declaration from ILYM
6 is submitted in support of this motion which addresses their qualifications and their estimate as Exhibit
7 #7.

8 14. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
9 nor any actual or potential conflicts of interest with PAGA Group members or the LWDA.

10 15. Dismissal of Representative Claims – In exchange for the Gross Settlement Amount of
11 \$516,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered.
12 The LWDA and the PAGA Employees will be compensated for the dismissal of this action pursuant
13 to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the PAGA
14 Employees are being affected or released.

15 16. The release of claims for PAGA penalties appears in the Agreement at paragraph 6 et
16 seq.. The release makes clear that it binds only the named Plaintiff and the State of California. The
17 “Released Parties” are limited to “Defendant and any of its past, present and future direct or indirect
18 parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and
19 future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers,
20 reinsurers, and any individual or entity which could be jointly liable with Defendant”. (Agreement at
21 ¶1.25). The release at paragraph 6.1 is appropriately limited to “Upon Approval of this Settlement
22 Agreement by the Court and subject to Defendant’s full payment of the Gross Settlement Amount, all
23 the PAGA Employees and all persons purporting to act on the PAGA Employees’ behalf or purporting
24 to assert a claim under or through them, shall be deemed to have fully, finally, and forever released,
25 settled, compromised, relinquished, and discharged Defendant and any and all Released Parties of and
26 from any and all claims for the PAGA civil penalties pleaded or which reasonably could have been
27 pleaded arising, in whole or in part, from the facts and/or allegations contained in the PAGA Notice
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(including any amended PAGA Notice) against the Released Parties, that arose during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims include any claims for PAGA civil penalties which reasonably could have been alleged under the facts and/or allegations pleaded in the PAGA Notice, including as amended at any time, and Operative Complaint for: (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses, (9) failure to pay sick wages; as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, or those claims based on the facts in the PAGA Notice or Operative Complaint for violations under the applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000, (10)claims for interest, penalties (including, but not limited to, waiting time penalties), or premiums in connection therewith, and unpaid business expenses and costs, attorneys’ fees, costs, injunctive relief, or any other forms of relief arising from any of the aforementioned Released PAGA Claims. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. To the extent the LWDA has released the Released PAGA Claims in connection with this Settlement Agreement, no PAGA Employee may pursue these same Released PAGA Claims in another action. The PAGA Employees are collaterally estopped from pursuing the Released PAGA Claims. After the Court grants Approval, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period. The express purpose of this Settlement Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Employees) from asserting any of the released PAGA claims that occurred during the PAGA Period in any future litigation. Plaintiff does not release any PAGA Employees’ claim for wages and damages. The Released PAGA Claims shall not include any other claims, including Plaintiff’s

1 Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, Plaintiff's Individual Arbitration Claims, or claims based on facts occurring outside the
4 PAGA Period or any class claims."

5 17. Uncashed Checks – Under the Agreement at paragraph 5.4.3, for any PAGA Employee
6 whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed
8 Property Fund in the name of the individual who failed to cash their check, subject to Court approval.
9

10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. Executed this 1st day of September, 2026, at San Diego, California.
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13 /s/ Justin Hewgill
14 Justin Hewgill
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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act of 2004 (“PAGA”) Claim (“Settlement Agreement”) is made by and between Plaintiff Rolleta Mangaron (“Plaintiff”) on behalf of herself and on behalf of all PAGA Employees (as defined below) and the State of California, on the one hand, and (as defined below), and Defendant Doctors Hospital of Manteca, Inc. (“Defendant”), on the other hand. The Settlement Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Mangaron v. Doctors Hospital of Manteca, Inc.* (Case No. STK-CV-UEU-2022-2437) initiated on April 5, 2022, and pending in the Superior Court of the State of California, County of San Joaquin.
- 1.2. “Administration Expenses Payment” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.3. “Approval” means the proposed Court Order Granting Approval of Settlement.
- 1.4. “Court” means the Superior Court of California, County of San Joaquin.
- 1.5. “Defendant” means named Defendant Doctors Hospital of Manteca, Inc.
- 1.6. “Defense Counsel” means Elizabeth Staggs Wilson and Jyoti Mittal of Littler Mendelson, P.C.
- 1.7. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement and notice of entry of Judgment is filed; and (b) the Judgment is final. The Judgment is final the day after the period for filing any appeal, writ, or other appellate proceeding opposing Approval of the Settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (*i.e.*, 61 days from the date the court grants approval, enters judgment, and notice of entry of judgment is filed); or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe; the day after any appeal, writ, or other appellate proceedings opposing the Settlement have finally and conclusively dismissed with no right to pursue further remedies or relief.
- 1.8. “Gross Settlement Amount” means the total sum of \$516,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below, and Defendant’s share of employment taxes, if any. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Settlement

Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, and the Settlement Administrator Expenses.

- 1.9. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.10. "Judgment" means the judgment entered by the Court based upon the Approval.
- 1.11. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.12. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: less proposed Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, the PAGA Payment to the LWDA, PAGA payment to the PAGA Employees, and the Administration Expenses Payment. There will be no claims process and no reversion.
- 1.14. "Operative Complaint" means Plaintiff's Complaint.
- 1.15. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.16. "PAGA Employees" means all current and former non-exempt California employees of Defendant during the PAGA Period.
- 1.17. "PAGA Employee Data" means a database containing the following information: (1) the full name, and last known address and full social security number of all PAGA Employees; and (2) the information necessary to determine the estimated settlement allocation to each PAGA Employee, including without limitation, the total number of pay periods worked by each PAGA Employee within the relevant PAGA Period.
- 1.18. "PAGA Employee Address Search" means the Settlement Administrator's investigation and search for current PAGA Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with PAGA Employees.
- 1.19. "PAGA Notice" means Plaintiff's January 24, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.20. "PAGA Payment" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Settlement Counsel Fees Payment, Settlement

Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.21. “PAGA Employee Pay Period” means any pay period during the PAGA Period during which a PAGA Employee worked for any amount of time for Defendant.
- 1.22. “PAGA Period” means the period from January 24, 2021, to the earlier of January 5, 2026, or an earlier date at Defendant’s option per the Escalation Election in Paragraph 9.
- 1.23. “Plaintiff” means Roletta Mangaron, the named plaintiff in the Action.
- 1.24. “Released PAGA Claims” means the claims being released by the Plaintiff and as described in Paragraph 6.
- 1.25. “Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.26. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
- 1.27. “Settlement Counsel” means Norman B. Blumenthal, Esq., Kyle R. Nordrehaug, Esq., Aparajit Bhowmik, Esq. and Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.28. “Settlement Counsel Fees Payment” and “Settlement Counsel Litigation Expenses Payment” mean the amounts allocated to Settlement Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.29. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

2. RECITALS.

- 2.1. On April 5, 2022, Plaintiff commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.2. On February 2, 2023, Plaintiff submitted a demand for arbitration before JAMS alleging individual wage and hour claims and individual PAGA claims in Case Reference Number 1130010908.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On November 3, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Settlement Agreement to settle the Action. The Parties agree that the Settlement Agreement will completely resolve the Action. The Parties further agreed to enter into this Settlement Agreement to memorialize their settlement of the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interests to accept the terms of this Settlement Agreement. Defendant denies each of the allegations and claims asserted against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. STATEMENT OF NO ADMISSION.

- 3.1. Defendant denies liability to Plaintiff and to the PAGA Employees upon any claim or cause of action. This Settlement Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the PAGA Notice and/or the Action.
- 3.2. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or

in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement, or any orders or judgments of the Court entered in connection with the settlement.

- 3.3. None of the documents produced or created by Plaintiff or her counsel in connection with the approval of this Settlement or the administration of this Settlement constitute, or are intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
- 3.4. Nothing in this Settlement Agreement will be construed as an admission or acknowledgement of any kind that any group should or would be given collective or representative treatment in the Action or in any other action or proceeding. Further, neither this Settlement Agreement nor the Court's actions regarding this Settlement Agreement will be admissible in any court or other tribunal regarding the propriety of collective or representative treatment. In the event that this Settlement Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action.

4. MONETARY TERMS.

- 4.1. Gross Settlement Amount. Except as provided in Paragraph 9 below, Defendant promises to pay \$516,000 and no more as the Gross Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the PAGA Employees, the LWDA PAGA Payment, Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Settlement Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendant.
- 4.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

4.2.1 To Plaintiff: Subject to Court Approval, an Enhancement Award to Plaintiff of not more than Ten Thousand Dollars and No Cents (\$10,000) (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as a PAGA Employee) ("Enhancement Award"). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the Motion for Approval of Settlement as defined in Paragraph 7, Plaintiff will seek Court approval for any Enhancement Award. If the

Court approves an Enhancement Award less than the amount requested, the Settlement Administrator will allocate the remainder to the PAGA Payment. The Settlement Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award. The Enhancement Award is not a material term of this Settlement Agreement, and not a basis on which to void this Settlement Agreement or appeal the Court's Approval. In addition, Plaintiff is separately settling her individual non-PAGA claims pending in the action entitled *Mangaron v. Doctors Hospital of Manteca, Inc.*, JAMS Arbitration Case Reference Number 1130010908 ("Individual Arbitration Claims").

4.2.2 To Settlement Counsel: A Settlement Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be One Hundred Seventy-Two Thousand Dollars and No Cents (\$172,000) and Settlement Counsel Litigation Expenses Payment of not more than Thirty-Eight Thousand Dollars And No Cents (\$38,000). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a Settlement Counsel Fees Payment and/or a Settlement Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to Settlement Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Settlement Counsel Fee Payment and/or Settlement Counsel Litigation Expenses Payment. Settlement Counsel shall not be entitled to further fees or costs from Defendant if they elect to appeal any reduction of the Settlement Counsel Fees Payment and/or Settlement Counsel Litigation Expenses Payment. Any reduction by the Court of Settlement Counsel's Settlement Counsel Fees Payment and/or Settlement Counsel Litigation Expenses Payment shall not be sufficient grounds to void the Settlement. Plaintiff and Defendant shall bear their own attorneys' fees and costs, except as provided herein. The Settlement Administrator will pay the Settlement Counsel Fees Payment and Settlement Counsel Expenses Payment using one or more IRS 1099 Forms.

4.2.3 To the Settlement Administrator: A Settlement Administrator Expenses Payment not to exceed Eight Thousand Dollars and No Cents (\$8,000) except for a showing of good cause and as approved by the Court ("Settlement Administrator Expense Payment"). To the extent the Settlement Administration Expenses are less or the Court approves payment less than Eight Thousand Dollars and No Cents (\$8,000), the Settlement Administrator will retain the remainder in the PAGA Payment.

4.2.4 To the LWDA and PAGA Employees: PAGA Payment in the amount of not less than Two Hundred Eighty-Eight Thousand Dollars and No Cents (\$288,000), with 75% (no less than Two Hundred Sixteen Dollars and No Cents (\$216,000)) allocated to the LWDA PAGA Payment, and 25% (no less than Seventy-Two Thousand Dollars and No Cents (\$72,000)) allocated to the Individual PAGA Payments.

4.2.4.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Employees

during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2 IF the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms and the Individual PAGA payments will be treated entirely as non-wage income.

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1. PAGA Employee Pay Periods. Based on a review of its records, Defendant estimates there are 962 PAGA Employees who worked a total of 54,337 PAGA Employee Pay Periods through November 3, 2025, the date of mediation.
- 5.2. Notice of Settlement. The Parties, through their respective attorneys, have jointly prepared a Notice of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A."**
- 5.3. PAGA Employee Data. Within sixty (60) days of the date of the Approval, Defendant will deliver the PAGA Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee privacy rights, the Settlement Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Settlement Administrator employees who need access to the PAGA Employee Data to effect and perform under this Settlement Agreement. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendant's Counsel and/or Plaintiff's Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator shall provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant. Defendant has a continuing duty to immediately notify Settlement Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data to the Settlement Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data. Defendant has a continuing duty to immediately notify Settlement Counsel if it discovers that the PAGA Employee Data

omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

5.4. Funding of Gross Settlement Amount. Within five (5) business days of the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within thirty (30) days of the Effective Date.

5.5. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Settlement Counsel Expenses Payment, and the Enhancement Award to Plaintiff. Disbursement of the Settlement Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be entitled to all protections afforded to Defendant under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, no Released Party shall have any further obligation or liability to the Plaintiff or PAGA Employees under this Settlement Agreement.

5.4.1. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing, when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2. The Settlement Administrator must conduct a PAGA Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the void date.

5.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall

transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval.

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

6. RELEASES OF CLAIMS.

- 6.1. Released PAGA Claims. Upon Approval of this Settlement Agreement by the Court and subject to Defendant's full payment of the Gross Settlement Amount, all the PAGA Employees and all persons purporting to act on the PAGA Employees' behalf or purporting to assert a claim under or through them, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and any and all Released Parties of and from any and all claims for the PAGA civil penalties pleaded or which reasonably could have been pleaded arising, in whole or in part, from the facts and/or allegations contained in the PAGA Notice (including any amended PAGA Notice) against the Released Parties, that arose during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include any claims for PAGA civil penalties which reasonably could have been alleged under the facts and/or allegations pleaded in the PAGA Notice, including as amended at any time, and Operative Complaint for: (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses, (9) failure to pay sick wages; as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, or those claims based on the facts in the PAGA Notice or Operative Complaint for violations under the applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000, (10) claims for interest, penalties (including, but not limited to, waiting time penalties), or premiums in connection therewith, and unpaid business expenses and costs, attorneys' fees, costs, injunctive relief, or any other forms of relief arising from any of the aforementioned Released PAGA Claims. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. To the extent the LWDA has released the Released PAGA Claims in connection with this Settlement Agreement, no PAGA Employee may pursue these same Released PAGA Claims in another action. The PAGA Employees are collaterally estopped from pursuing the Released PAGA Claims. After the Court grants Approval, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period. The express purpose of this Settlement Agreement and the Judgment to be entered by the Court following approval of this

settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Employees) from asserting any of the released PAGA claims that occurred during the PAGA Period in any future litigation. Plaintiff does not release any PAGA Employees' claim for wages and damages. The Released PAGA Claims shall not include any other claims, including Plaintiff's Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, Plaintiff's Individual Arbitration Claims, or claims based on facts occurring outside the PAGA Period or any class claims.

6.2. Plaintiff's Other Claims. Plaintiff represents that she has claims against Defendant other than the PAGA claims alleged in the Action. These other Individual Arbitration Claims pending in *Mangaron v. Doctors Hospital of Manteca, Inc.*, JAMS Arbitration Case Reference Number 1130010908 are being separately settled. Settlement Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's Individual Arbitration Claims is separate from the settlement of her PAGA claims.

7. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval of this Settlement in the Action ("Motion for Approval of Settlement").

7.1 Responsibilities of Settlement Counsel. Settlement Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of Settlement no later than sixty (60) days after the full execution of this Settlement Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Settlement Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Settlement Counsel or Defense Counsel; and (iii) a signed declaration from Settlement Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Settlement Agreement (Labor Code section 2699, subd. (l)(2)). In their Declarations, Plaintiff and Settlement Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

Settlement Counsel is responsible for delivering the Approval to the Settlement

Administrator. Pursuant to California Labor Code Section 2699(l), Settlement Counsel will also provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Motion for Approval of Settlement. Plaintiff will also file a declaration in support of the Motion for Approval of Settlement confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code Section 2699(l). In addition, Plaintiff shall submit to the LWDA a copy of the Court's judgment and Order within ten (10) days after entry of the judgment or Approval.

- 7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of Settlement and/or the supporting declarations and documents, Settlement Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Approval of Settlement or conditions its approval on any material change to this Settlement Agreement, Settlement Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

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

9. **ESCALATION ELECTION**. Based on its records, Defendant estimates that, from the start of the PAGA Period through the date of mediation, November 3, 2025, the PAGA Employees worked approximately 54,337 PAGA Employee Pay Periods. If the actual number of PAGA Employee Pay Periods worked by the PAGA Employees during the

PAGA Period increases by 10% or more (to 59,771 pay periods or more), at the option of Defendant, Defendant shall either increase the Gross PAGA Settlement Amount or elect to move the end date for the PAGA Period to the latest date before the date Approval of the Settlement is granted that does not exceed 59,771 (“Escalation Election”). If Defendant elects to extend the PAGA Period to a date wherein the total pay periods are more than 62,488, then the PAGA Payment will be increased by the additional pay periods above 62,488, *pro rata*.

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

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment and the Enhancement Award to Plaintiff, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a PAGA Employee or another party appeals the Judgment, the Parties’ obligations to perform under this Settlement Agreement will be suspended until such time as the appeal is finally resolved and the appeal is finally resolved and the Judgment becomes final.

11. ADDITIONAL PROVISIONS.

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

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

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

- 11.3 Warranties and Representations. Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, the Plaintiff and Settlement Counsel warrant and represent that there are no liens on the Settlement Agreement, and that Defendant through the Settlement Administrator may distribute funds to the PAGA Employees, Settlement Counsel, and the Plaintiff as provided by this Settlement Agreement
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lisa Klerman, for resolution and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiff, Settlement Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7 Modification of Settlement Agreement. This Settlement Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written

instrument signed by all Parties or their representatives, and approved by the Court. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

- 11.8 Agreement Binding on Successors. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Enforcement Actions. This Settlement Agreement is binding and enforceable under California Code of Civil Procedure § 664.6. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under California Code of Civil Procedure § 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 11.10 Applicable Law. All terms and conditions of this Settlement Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.
- 11.12 Confidentiality. Plaintiff, Settlement Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, including the attorneys' third-party consultants, accountants, or spouses, all of whom will be instructed to keep this Settlement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Settlement Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of Settlement, with any third party, except as

described above, regarding this Settlement Agreement or the matters giving rise to this Settlement Agreement except to respond only that “the matter was resolved,” or words to that effect. This Paragraph does not restrict Settlement Counsel’s communications with PAGA Employees in accordance with Settlement Counsel’s ethical obligations owed to the PAGA Employees. Thereafter, Plaintiff and Settlement Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

- 11.13 Use and Return of PAGA Employee Data. Information provided to Settlement Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to Settlement Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Settlement Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from Defendant unless, prior to the Settlement Administrator’s payment of all Settlement Funds, Defendant makes a written request to Settlement Counsel for the return, rather than the destructions, of PAGA Employee Data.
- 11.14 Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.
- 11.15 Headings. The descriptive heading of any section or Paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Settlement Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaugkyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant:

Elizabeth Staggs Wilson
Estaggs-wilson@littler.com
Littler Mendelson, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Phone: (213) 443-4300
Fax: (213) 443-4299

Jyoti Mittal
jmittal@littler.com
Littler Mendelson, P.C.
2049 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 553-0308

11.18 Execution in Counterparts. However, This Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that, upon the signing of this Settlement Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Settlement Agreement by all parties until the entry of the Approval and judgment or if not entered the date this Settlement Agreement shall no longer be of any force or effect.

11.20 Termination. Either Plaintiff or Defendant may terminate the Settlement if after submitting the Settlement for approval to the Court, the Court declines to enter the Approval, or judgment, with prejudice, in substantially the form submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed. The terminating Party shall give to the other Party (through its/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred.

Termination shall have the following effects:

a. Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, PAGA Employee, or attorney. If there are any fees incurred by the Settlement Administrator and the Settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

c. The Approval, and judgment shall be vacated.

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement

e. Except as otherwise discoverable, the Settlement Agreement, ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

11.22 Severability. The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraph 6 of this Settlement Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 6 of this Settlement Agreement to be unenforceable or invalid as against a PAGA Employee or the LWDA, then this Settlement Agreement shall become voidable by Defendant, at Defendant's election. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 6, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

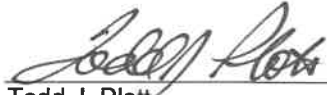
[Signature Page to Follow]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: _____, 2026

Rolleta Mangaron
Plaintiff

Dated: _____ July 13, 2026


Todd J. Plott
Vice President for Defendant
Doctors Hospital of Manteca, Inc.

APPROVED AS TO FORM AND CONTENT

Dated: _____, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

Kyle Nordrehaug
Attorneys for Plaintiff
ROLLETA MANGARON

Dated: July 17, 2026

LITTLER MENDELSON P.C.


Elizabeth Staggs Wilson
Jyoti Mittal

Attorneys for Defendant
DOCTORS HOSPITAL OF MANTECA, INC.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: ROLLETA MANGARON, 2026


ROLLETA MANGARON (Jul 17, 2026 01:51:32 PDT)

Rolleta Mangaron
Plaintiff

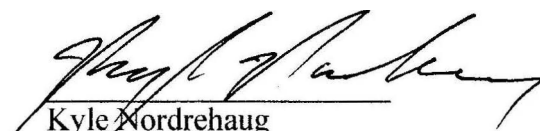
Dated: _____, 2026

_____ for Defendant
Doctors Hospital of Manteca, Inc.

APPROVED AS TO FORM AND CONTENT

Dated: July 17, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP



Kyle Nordrehaug
Attorneys for Plaintiff
ROLLETA MANGARON

Dated: _____, 2026

LITTLER MENDELSON P.C.

Elizabeth Staggs Wilson
Jyoti Mittal

Attorneys for Defendant
DOCTORS HOSPITAL OF MANTECA, INC.

EXHIBIT 2

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

SEPTEMBER 1, 2026

ROLLETA MANGARON

RE: DOCTORS HOSPITAL OF MANTECA
FILE NUMBER: CA2601.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/18/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
01/19/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE ND	2.80	450	1,260.00
01/20/22	SB	DRAFT ORIGINAL COMPLAINT	2.80	450	1,260.00
01/21/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.40	450	1,080.00
01/23/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
01/23/22	RE	REVIEW & ANALYZE CLIENT DOCUMENTS	2.30	675	1,552.50
01/24/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.70	675	1,822.50
01/25/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
01/25/22	RE	FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAN JOAQUIN SUP. CT.	0.75	675	506.25
01/26/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION; REVIEW NOTICE OF ASSIGNMENT AND HEARING; MEMO TO FIRM RE	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC			
03/08/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION COMPLAINT; PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT FORM; SEND OUT TO DEFENDANT VIA NOR; ADVISE STAFF TO SEND HARD COPY VIA U.S. MAIL	0.80	675	540.00
03/28/22	RE	PREPARE POS-010 PROOF OF SERVICE FORM; ATTACH EXECUTED NOTICE & ACKNOWLEDGMENT OF RECEIPT; FILE IN SAN JOAQUIN SUP CT.; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.75	675	506.25
04/04/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.70	675	2,497.50
04/04/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY COMPLAINT	0.50	675	337.50
04/05/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SAN JOAQUIN SUP. CT.	0.60	675	405.00
04/06/22	RE	REVIEW COURT RETURNED DOCUMENTS RE PAGA ONLY ACTION; REVIEW NOTICE OF ASSIGNMENT; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
04/06/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
04/21/22	AR	RECEIVE AND REVIEW CORRESPONDENCE FROM OPPOSING COUNSEL; REVIEW FILE FOR STATUS; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/22/22	AR	DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING EXTENSION REQUEST; NOTE IN FILE.	0.50	550	275.00
04/25/22	AR	RECEIVE AND REVIEW STIPULATION FROM OPPOSING COUNSEL; EXECUTE AND RETURN.	0.70	550	385.00
04/28/22	AR	RECEIVE AND REVIEW MEET AND CONFER LETTER FROM OPPOSING COUNSEL; DRAFT FOLLOW UP CORRESPONDENCE.	0.40	550	220.00
05/16/22	AR	MULTIPLE CORRESPONDENCE WITH AC AND VR REGARDING DISCOVERY.	0.40	550	220.00
05/16/22	AR	REVIEW AND OUTLINE CASE FILE DOCUMENTS AND PLEADINGS FOR DRAFTING DISCOVERY REQUESTS; DRAFT SUMMARY.	1.50	550	825.00
05/16/22 15	VR	REVIEW STATUS OF CASE AND STATUS OF DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; ADVISE AGR	1.00	750	750.00
05/20/22	AR	REVIEW MEET AND CONFER CORRESPONDENCE REGARDING ARBITRATION AGREEMENT; CORRESPONDENCE WITH VR REGARDING THE SAME.	0.80	550	440.00
05/20/22	AR	REVIEW FILE FOR STATUS OF SERVICE IN PAGA ACTION; DRAFT FOLLOW UP CORRESPONDENCE REGARDING SERVICE OF DISCOVERY REQUESTS.	0.50	550	275.00
05/24/22	RE	REVIEW FILE; EMAIL TO C. DENGLER RE SERVICE OF PROCESS RE PAGA ONLY ACTION RE NOTICE & ACK OF RECEIPT	0.30	675	202.50
05/31/22	RE	FOLLOW UP W D/C RE NAR RE SERVICE OF PROCESS	0.20	675	135.00
06/01/22	RE	VARIOUS COMM. W DEFENSE	0.80	675	540.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COUNSEL RE SERVICE; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; DRAFT NOTICE & ACK OF RECEIPT; SEND OUT FOR SERVICE TO D/C; INSTRUCT STAFF TO MAIL HARD COPY RE PAGA ONLY ACTION			
		<u>TOTAL BILLED HOURS</u>			
ANDREW RONAN		5.30 hr @ 550.00	\$	2,915.00	
RICO EHMANN		15.90 hr @ 675.00	\$	10,732.50	
SCOTT BLUMENTHAL		10.80 hr @ 450.00	\$	4,860.00	
VICTORIA RIVAPALACIO		1.00 hr @ 750.00	\$	750.00	
		TOTAL PROFESSIONAL SERVICES	33.00		<u>\$ 19,257.50</u>
		COSTS ADVANCED			
01/24/22		PAGA FILING FEE			75.00
01/27/22		ONE LEGAL/FILING FEE			1,603.45
03/29/22		FILING/ONE LEGAL FEE			114.02
04/06/22		ONELEGAL/FILING FEE			<u>540.49</u>
		TOTAL COSTS ADVANCED			<u>\$ 2,332.96</u>
		TOTAL CURRENT CHARGES			<u>\$ 21,590.46</u>

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/01/2026
Due On: 10/01/2026

Rolleta Mangaron
Atherton Dr Apt 179 Paseo Villas
Manteca, CA 95337

CA2601

Doctors Hospital of Manteca

Services

Attorney	Date	Notes	Quantity	Rate	Total
AR	06/17/2022	Review and outline file and docket for status in advance of meet and confer teleconference; draft summary.	0.80	\$550.00	\$440.00
AR	06/21/2022	Review arbitration agreement and meet and confer letter; draft follow up summary with VR.	1.00	\$550.00	\$550.00
RE	06/23/2022	Prepare POS-010 proof of service form; attach Notice & Acknowledgment of Receipt; file; memo to firm re post-service discovery	0.70	\$475.00	\$332.50
VR	07/01/2022	Review and Revise: review and revise request for dismissal; review arb agreement; review and revise declaration ISO request; follow up	1.50	\$750.00	\$1,125.00
AR	07/05/2022	Review docket for status of filing of dismissal; draft follow up correspondence regarding CMC statement.	0.60	\$550.00	\$330.00
VR	07/12/2022	Review and Analyze: review request for dismissal; review arbitration agreement; review status of filing; advise AGR	0.50	\$750.00	\$375.00
ASC	07/12/2022	Finalize, file and e serve RFD without prejudice//circulate	0.50	\$250.00	\$125.00
AR	07/21/2022	Receive and review answer; review file for status of matter; draft follow up correspondence.	0.70	\$550.00	\$385.00

AR	07/22/2022	Verify dismissal and vacating of ISC; draft follow up correspondence.	0.50	\$550.00	\$275.00
CL	08/08/2022	Email to/from J. Mittal re: arbitration of plaintiff's existing claims.	0.20	\$750.00	\$150.00
CL	08/08/2022	Review and analyze Defendant's meet and confer letter re: arbitration and handbook provisions with alleged class action and representative action waivers.	0.50	\$750.00	\$375.00
CL	08/08/2022	Email from J. Mittal re: meet and confer re: arbitration agreement and request for stay.	0.20	\$750.00	\$150.00
CL	08/09/2022	Review and analyze payroll records and arbitration agreement for substantive unconscionability and formation issues.	0.50	\$750.00	\$375.00
CL	08/09/2022	Prepare for and telephone call with J. Mittal re: meet and confer re: arbitration agreement re: contract formation, enforceability and post-Viking River Cruises.	0.90	\$750.00	\$675.00
CL	08/09/2022	Email to J. Mittal re: meet and confer re: arbitration agreement re: contract formation, enforceability and post-Viking River Cruises.	0.50	\$750.00	\$375.00
CL	08/19/2022	Email from/to J. Mittal re: meet and confer re: contract formation and handbook revisions; receipt and review complete handbook.	0.40	\$750.00	\$300.00
CL	08/23/2022	[PAGA] Email to J Mittal re: meet and confer re: electronic service.	0.20	\$750.00	\$150.00
CL	08/23/2022	Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant.	2.70	\$750.00	\$2,025.00
CL	08/23/2022	Draft Belaire-West draft and Protective Order.	0.40	\$750.00	\$300.00
CL	08/29/2022	[PAGA] Review and analyze Notice of Related Case.	0.20	\$750.00	\$150.00
CL	08/29/2022	[Class] Review and analyze Notice of Related Case.	0.20	\$750.00	\$150.00
VR	09/08/2022	Review and Analyze: review and analyze complaint, documents, and case notes; review court's orders and docket; advise CL	1.50	\$750.00	\$1,125.00
VR	09/13/2022	telephone conference with Defendant; review complaint; review arbitration agreement; review past declarations; advise CTL	2.70	\$750.00	\$2,025.00
CL	09/16/2022	[PAGA] Review and analyze Defendant's Letter re Dismissal of PAGA action and filing of 128.7 sanctions motion; Discuss with Kyle and AJ;	1.10	\$750.00	\$825.00

Analysis of arbitration agreement.					
KN	09/16/2022	Review letter and documents from CL; analyze issue and advise CL	0.50	\$950.00	\$475.00
CL	09/16/2022	Receipt and review Letter from J. Mittal re: 128.7 motion and request to dismiss PAGA action.	0.40	\$750.00	\$300.00
CL	09/16/2022	Discuss Defendant's position in letter from J. Mittal re: 128.7 motion and request to dismiss PAGA action with AJ, Kyle and Norm.	0.80	\$750.00	\$600.00
CL	09/16/2022	Email in response to J. Mittal re: 128.7 motion and request to dismiss PAGA action.	0.20	\$750.00	\$150.00
CL	09/21/2022	Email from J. Mittal re: stipulation to stay PAGA pending Adolph and withdraw discovery.	0.40	\$750.00	\$300.00
CL	09/22/2022	[PAGA] Receipt and review case management statement.	0.20	\$750.00	\$150.00
CL	09/22/2022	Email to J. Mittal re: deadline for defendant's to respond to discovery.	0.30	\$750.00	\$225.00
VR	09/22/2022	Draft: draft CMC statement; review documents; review case file and notes; advise CTL	1.70	\$750.00	\$1,275.00
CL	09/26/2022	Review and analyze Notice of Continued CMC.	0.50	\$750.00	\$375.00
CL	09/27/2022	Receipt and review Defendant's draft of Stipulation to Arbitrate and Stay Pending Adolph.	0.30	\$750.00	\$225.00
CL	09/28/2022	[PAGA] Revise Stipulation to Stay Pending Adolph.	0.40	\$750.00	\$300.00
CL	09/29/2022	Receipt and review revisions re: stipulation to stay pending arbitration; Discuss with Kyle re: same; Email from J. Mittal re: revisions and telephone call.	0.40	\$750.00	\$300.00
KN	09/29/2022	Analysis of arbitration issues; review stipulation and revisions thereto; advise CL	0.40	\$950.00	\$380.00
CL	09/29/2022	Review and analyze prior communications with J. Mittal re: meet and confer and formation issues related to arbitration agreement; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00
VR	09/30/2022	Review and Analyze: review documents; review CMC statement; prep for CMC	1.50	\$750.00	\$1,125.00
CL	10/04/2022	Meet and confer with J. Mittal re: revisions to the stipulation to arbitrate and issues regarding the legality of the waiver.	0.40	\$750.00	\$300.00
CL	10/06/2022	Receipt and review Notice of CMC Continuance; Discuss with Tori re: same.	0.30	\$750.00	\$225.00

CL	10/06/2022	Email to J. Mittal following up on Stipulation to Compel Arbitration.	0.20	\$750.00	\$150.00
AR	10/06/2022	Receive and review notice of CMC; multiple correspondence regarding the same.	0.60	\$550.00	\$330.00
ASC	10/06/2022	Check with CTL re drafting demand for arbitration	0.10	\$250.00	\$25.00
VR	10/06/2022	Review and Analyze: review court's docket, CMC statement; advise CL	1.50	\$750.00	\$1,125.00
CL	10/17/2022	Revise and finalize Stipulation to Stay Pending Adolph.	0.40	\$750.00	\$300.00
CL	01/19/2023	Review and analyze order compelling arbitration.	0.20	\$750.00	\$150.00
ASC	01/19/2023	Save c'd stip to arbitrate in the file, email TG re POS OK	0.30	\$250.00	\$75.00
ASC	02/06/2023	Confirm AAA demand for arb withdrawn, FU re deadline to pay Claimant's fees, calendar reminder to FU	0.20	\$250.00	\$50.00
CL	03/20/2023	Receipt and review Defendant's Case Management Statement.	0.20	\$750.00	\$150.00
AR	03/21/2023	Review file and orders for status; draft, file and serve case management statement.	1.00	\$550.00	\$550.00
ASC	04/04/2023	Check court's website, confirm upcoming CMC and remote appearance info	0.20	\$250.00	\$50.00
RH	04/05/2023	Preparation for Case Management Conference by comprehensive review of file materials, including pleadings, Court orders, arbitration documents, correspondence, other Court filings, and Court docket; and determination as to current case status.	0.90	\$475.00	\$427.50
RH	04/05/2023	Attend and appear for Case Management Conference, and preparation of summary of outcome.	0.70	\$475.00	\$332.50
ASC	04/07/2023	Email team re arb filed on 2/2 with JAMS and nothing has happened	0.20	\$250.00	\$50.00
AR	06/22/2023	Multiple correspondence regarding stipulation to arbitrate; review file for status.	0.50	\$550.00	\$275.00
ASC	08/11/2023	Finalize stipulation to JAMS, add exhibits, submit and serve via JAMS portal, add final version to file	0.30	\$250.00	\$75.00
ASC	09/29/2023	Confirm 10/4 CMC on calendar, confirm info to appear via telephone	0.30	\$250.00	\$75.00
SP	08/22/2024	Discussed Arbitration Discovery Limitation strategy with JSH and CLV.	0.50	\$675.00	\$337.50

AB	08/22/2024	Review/analyze status of litigation, including discovery plan. Draft/send memo to team.	2.00	\$895.00	\$1,790.00
ASC	09/29/2024	Review court's website, prepare CMS, finalize and file via one legal, serve via email	1.00	\$250.00	\$250.00
ASC	09/29/2024	Review defendant's case management statement	0.30	\$250.00	\$75.00
YS	10/03/2024	Review Def's Notice of Change of Handling Attorneys. Revise POS on file with updated service list.	0.20	\$250.00	\$50.00
VR	10/15/2024	Review and Analyze: review and analyze CMC statements; review arbitrator's orders; appearance at CMC; follow up	1.00	\$750.00	\$750.00
CL	10/21/2024	Telephone call from J. Mittal re: mediation and IDC transcript; Email to J. Mittal re: mediation and class size; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
YS	10/21/2024	Update internal spreadsheet with PAGA size info.	0.10	\$250.00	\$25.00
CL	10/21/2024	Email from J. Mittal re: IDC transcript and proposed mediators.	0.30	\$750.00	\$225.00
VR	10/21/2024	Review and Analyze: review court's orders and docket; review notes; advise CL	0.40	\$750.00	\$300.00
ASC	10/30/2024	Email to J. Mittal re follow up on potential dates for mediation	0.30	\$250.00	\$75.00
AB	11/11/2024	Review/analyze mediator suggestions from Defendant. Draft/send response. Prep for mediation.	2.00	\$895.00	\$1,790.00
CL	11/14/2024	Email from K. Kim re: mediation confirmation and hold.	0.20	\$750.00	\$150.00
VR	11/21/2024	Receipt and Review of Correspondence: review correspondence between parties; review mediation confirmation; advise YS	0.40	\$750.00	\$300.00
CL	11/22/2024	Email from K. Kim re: mediation time correction and dial-in information.	0.20	\$750.00	\$150.00
CL	12/01/2024	Receipt and review Carter Complaint related to notice of related case; Discuss with Nick.	0.30	\$750.00	\$225.00
VR	12/16/2024	Review and Revise: review and revise joint stipulation re deadlines; review correspondence between parties; advise CL	0.50	\$750.00	\$375.00
VR	12/16/2024	Review and Analyze: review correspondence between parties; review CMC statement and discovery plan; review court's orders; correspondence to Def	0.60	\$750.00	\$450.00
CL	01/01/2025	Letter from J. Mittal re meet and confer re 998	0.30	\$750.00	\$225.00

		offer to compromise.			
NDB	02/11/2025	Review and research individual claims. Review and analyze rest break and off the clock claims. Analyze case notes. Legal research.	2.60	\$850.00	\$2,210.00
YS	05/02/2025	Call to client -- voicemail full. Sent follow up text to client.	0.20	\$250.00	\$50.00
CL	05/16/2025	Email to E. Stagg-Willson re Plaintiff's rejection of 998 offer.	0.30	\$750.00	\$225.00
NDB	06/17/2025	Review arbitration agreement terms. Legal research regarding procedural and substantive unconscionability. Analyze previous court orders regarding the same. Review and analyze 204 and vacation pay claims. Legal research.	3.20	\$850.00	\$2,720.00
YS	08/20/2025	Prepare shell for mediation data request	0.80	\$250.00	\$200.00
ASC	08/22/2025	Review plaintiff's pay stubs and documents, Revise mediation data request and send to AJ for approval, finalize and serve	1.00	\$250.00	\$250.00
ASC	08/26/2025	Review correspondence from JAMS re notice of motion hearing and scheduling order #2	0.30	\$250.00	\$75.00
ASC	08/26/2025	Review court's docket, prepare P's CMC statement, add POS, file via one legal, serve via email	1.00	\$250.00	\$250.00
YS	08/28/2025	Review corr. from Defs re revisions to service list. Update POS on file.	0.20	\$250.00	\$50.00
ASC	09/10/2025	Prepare to attend CMC	0.50	\$250.00	\$125.00
ASC	09/10/2025	Attend CMC, write summary, update file	1.00	\$250.00	\$250.00
CL	09/16/2025	Receipt and review Minute order setting status conference (Class)	0.30	\$750.00	\$225.00
ASC	09/17/2025	Email J. Mittal re status of Mediation Data production	0.30	\$250.00	\$75.00
ASC	09/30/2025	Email OPC re mediation data status	0.30	\$250.00	\$75.00
NDB	10/01/2025	Review and analyze court docket and case file. Review and research wage and hour claims. Review discovery and data produced for mediation purposes. Prepare for mediation.	4.10	\$850.00	\$3,485.00
NDB	10/09/2025	Review wage statement exemplars and timekeeping data for 226, meal break and rounding claims. Review previous mediation briefs. Legal research. Analyze case demographics.	3.20	\$850.00	\$2,720.00
ASC	10/13/2025	Follow up with OPC re mediation data	0.30	\$250.00	\$75.00

ASC	10/14/2025	Follow up with OPC re mediation data	0.30	\$250.00	\$75.00
ASC	10/16/2025	Review and respond to email from OPC re production of mediation data and notes for expert	0.50	\$250.00	\$125.00
ASC	10/16/2025	Download and review mediation data production; send to expert for review	0.50	\$250.00	\$125.00
ASC	10/23/2025	Follow up with expert re status of analysis of mediation data for brief	0.30	\$250.00	\$75.00
ASC	10/24/2025	Prepare Exhibit Book for mediation	1.00	\$250.00	\$250.00
ASC	10/24/2025	Update mediation info sheet, and update case intake notes for plaintiff; update case flow chart	1.00	\$250.00	\$250.00
ASC	10/24/2025	Email OPC re waivers	0.30	\$250.00	\$75.00
ASC	10/24/2025	Review Defendant's production of documents, policies, spreadsheets and data points for mediation	2.00	\$250.00	\$500.00
ASC	10/25/2025	Research defendant and reviews from other employees regarding employment with defendant	1.00	\$250.00	\$250.00
ASC	10/25/2025	Update exhibit book, review expert mediation analysis; prepare exhibits for mediation brief; formatting and finalizing brief; circulate to AJ	2.00	\$250.00	\$500.00
ASC	10/25/2025	Multiple communications with OPC re follow up on production of documents and data	1.00	\$250.00	\$250.00
NDB	10/25/2025	Review facts and law. Review Plaintiff's individual claims and settlement authority. Analyze Defendant's written policy documents. Draft mediation brief and prepare for mediation.	4.60	\$850.00	\$3,910.00
CL	10/27/2025	Draft Memorandum to file re Opposition for Motion for Summary Judgment re PAGA individual claims in preparation for mediation brief; Discuss with AJ and Brooke re: same.	3.20	\$750.00	\$2,400.00
ASC	10/27/2025	Email mediator to request link to attend mediation	0.30	\$250.00	\$75.00
ASC	10/27/2025	Review Plaintiff's documents; review procedural history, causes of action and supporting facts; Draft and revise multiple times mediation brief	4.00	\$250.00	\$1,000.00
ASC	10/27/2025	Multiple communications with expert re mediation analysis and follow up questions/clarification requests	1.00	\$250.00	\$250.00
ASC	10/27/2025	Multiple communications with co-counsel multiple times re mediation brief and case strategy for mediation	1.00	\$250.00	\$250.00
ASC	10/29/2025	Receive and review further information for mediation from OPC	0.50	\$250.00	\$125.00

YS	10/31/2025	Review Plaintiff's and Def's documents. Prepare, organize, and finalize exhibit book for mediation.	1.00	\$250.00	\$250.00
SB	10/31/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
YS	10/31/2025	Arrange reminder text re mediation for AJ	0.10	\$250.00	\$25.00
JH	11/03/2025	Review arb agreement; advise ND	0.50	\$750.00	\$375.00
AB	11/03/2025	Prep/appear for mediation.	5.00	\$895.00	\$4,475.00
ASC	11/03/2025	Confer with AJ re waivers and expert analysis	1.50	\$250.00	\$375.00
SB	11/03/2025	Attend mediation	8.00	\$450.00	\$3,600.00
BW	11/04/2025	Review mediator's proposal and confer with C. LeVu re strategy for summary judgment motion	0.20	\$750.00	\$150.00
CL	11/06/2025	Email to J. Mittal re: meet and confer re: extension of time to Oppose MSJ due to settlement.	0.30	\$750.00	\$225.00
CL	11/07/2025	Email to/from M. Borg re continuance of motion for summary judgment and settlement.	0.30	\$750.00	\$225.00
CL	11/07/2025	Email from/to J. Mittal re: meet and confer re: MSJ opposition deadline and stay and settlement.	0.30	\$750.00	\$225.00
BW	11/26/2025	Review and analyze Memorandum of Understanding re drafting settlement agreements and drafting memorandum for file re material terms	0.50	\$750.00	\$375.00
NDB	12/01/2025	Review and analyze mediation results and notes. Review mediator's proposal. Review and analyze MOU terms. Conference with Plaintiff to discuss terms and obtain signature.	1.30	\$850.00	\$1,105.00
ASC	01/05/2026	Review correspondence from JAMS re notice of hearing	0.20	\$250.00	\$50.00
ASC	01/05/2026	Call Plaintiff re settlement update; no answer, skip trace and text	1.00	\$250.00	\$250.00
ASC	01/05/2026	Request skip trace for Plaintiff	0.20	\$250.00	\$50.00
ASC	01/07/2026	Further look and attempt to communicate with Plaintiff	0.50	\$250.00	\$125.00
ASC	01/07/2026	Email Plaintiff re contact us	0.20	\$250.00	\$50.00
ASC	01/08/2026	T/C with Plaintiff	0.20	\$250.00	\$50.00
PM	01/23/2026	Review MOU and analyze; begin drafting PAGA settlement agreement.	1.50	\$750.00	\$1,125.00
PM	01/29/2026	Review MOU; draft long form PAGA settlement	1.00	\$750.00	\$750.00

		agreement.			
PM	02/03/2026	Draft long form PAGA settlement agreement; review and analyze MOU.	4.00	\$750.00	\$3,000.00
BW	02/04/2026	Review and analyze MOU re drafting settlement agreement and settlement administrator bid emails	0.50	\$750.00	\$375.00
PM	02/04/2026	Draft long form PAGA settlement agreement.	1.00	\$750.00	\$750.00
BW	02/05/2026	Draft email for settlement administration bid from ILYM	0.20	\$750.00	\$150.00
BW	02/05/2026	Draft email for settlement administration bid from Apex	0.20	\$750.00	\$150.00
BW	02/05/2026	Draft Settlement Agreement	1.10	\$750.00	\$825.00
BW	02/05/2026	Review and analyze costs and fees documentation	0.20	\$750.00	\$150.00
BW	02/05/2026	Review and analyze PAGA database re drafting settlement agreement	0.20	\$750.00	\$150.00
BW	02/09/2026	Review settlement administrator bid from ILYM	0.20	\$750.00	\$150.00
BW	02/09/2026	Further draft settlement agreement re settlement admin and Plaintiff's individual settlement	0.30	\$750.00	\$225.00
BW	02/12/2026	Review and finalize PAGA settlement agreement	0.50	\$750.00	\$375.00
BW	02/13/2026	Further review and revise settlement agreement	0.20	\$750.00	\$150.00
BW	02/16/2026	Review and revise re settlement agreement	0.30	\$750.00	\$225.00
BW	02/16/2026	Draft Amended PAGA letter	0.80	\$750.00	\$600.00
BW	02/16/2026	Draft stipulation re amended agreement	0.50	\$750.00	\$375.00
BW	02/16/2026	Draft Proposed Order re Stipulation for FAC	0.20	\$750.00	\$150.00
BW	02/16/2026	Amended Complaint to First Amended Complaint	0.40	\$750.00	\$300.00
BW	02/24/2026	Email with opposing counsel re draft of settlement agreement	0.30	\$750.00	\$225.00
BW	02/24/2026	Review notes from K. Nordrehaug re draft of settlement agreement; Finalize re same	0.60	\$750.00	\$450.00
BW	03/03/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	03/10/2026	Email with J. Mittal re settlement agreement	0.30	\$750.00	\$225.00
BW	03/19/2026	Email with J. Mittal re settlement agreement	0.30	\$750.00	\$225.00
ASC	03/23/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff and send out for review and	1.00	\$250.00	\$250.00

		signature			
BW	03/23/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	03/30/2026	Review and analyze Defendant's redlines to settlement agreement	0.40	\$750.00	\$300.00
BW	03/30/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
ASC	04/01/2026	Follow up re Plaintiff's execution of declaration iso motion to approve settlement	0.20	\$250.00	\$50.00
BW	04/01/2026	Email with opposing counsel re settlement agreement	0.30	\$750.00	\$225.00
BW	04/06/2026	Review correspondence and Defendant's settlement agreement redlines; confer with S. Blumenthal re further strategy for finalizing settlement agreement	0.20	\$750.00	\$150.00
BW	04/06/2026	Continue to review Defendant's settlement agreement redlines	0.20	\$750.00	\$150.00
BW	04/10/2026	Review and analyze Defendant's page 1 rewrite redlines to settlement agreement; draft additional redlines; draft and send email to K. Nordrehaug re questions concerning Defendant's additional terms and conditions and further redlines	2.50	\$750.00	\$1,875.00
BW	04/10/2026	Email with opposing counsel re redlines to draft of Settlement Agreement	0.30	\$750.00	\$225.00
BW	04/15/2026	Review correspondence and drafts of settlement agreement; draft memo and send to file re strategy for finalizing settlement agreement	0.10	\$750.00	\$75.00
BW	04/15/2026	Review Defendant's individual settlement agreement and redline re same	1.00	\$750.00	\$750.00
KN	04/21/2026	Review emails; review notice draft; respond to staff	0.40	\$950.00	\$380.00
KN	05/21/2026	Review final MOU and memo from BW; review and revise draft PAGA Agreement; memo to CL addressing each question and issue	2.00	\$950.00	\$1,900.00
CL	05/26/2026	Review Notice of PAGA Settlement; Review and revise PAGA Agreement; Review and revise Individual Agreement; Emails form/to J. Mitall re: same.	2.60	\$750.00	\$1,950.00
CL	05/27/2026	Email to/from K. Stern re: 7.1 declaration from administrator per settlement.	0.40	\$750.00	\$300.00
KN	06/12/2026	Review draft complaint and Defendant's revisions thereto; review issues from CL; research	1.50	\$950.00	\$1,425.00

		questions; advise CL as to each issue and the draft Agreement			
CL	06/12/2026	Review and revise PAGA Agreement and Individual Agreement; Email from/to J. Mittal re: same.	1.30	\$750.00	\$975.00
KN	06/30/2026	Review draft agreement and Defendants revisions; review CL draft and advise CL as to further issues	1.00	\$950.00	\$950.00
CL	07/10/2026	Email to J. Mittal confirming settlement agreements can be circulated for signature.	0.30	\$750.00	\$225.00
NDB	07/10/2026	Review and analyze settlement agreement terms for conformity with MOU terms. Review court docket, mediation brief, and case file. Obtain Plaintiff's signature.	1.10	\$850.00	\$935.00
JGH	07/14/2026	review draft statement	1.20	\$750.00	\$900.00
YS	07/14/2026	Finalize Ps CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	07/17/2026	Review status; execute agreement; emails with staff; work on next steps and instructions to staff	0.50	\$950.00	\$475.00
CL	07/20/2026	Email from J. Mittal re: final long form settlement agreement.	0.30	\$750.00	\$225.00
YS	07/24/2026	Review status of case, Confirm 7/29 Status Conference hearing still on calendar, circulate info to appear remotely, confirm Plaintiff's CMS was filed, arrange text reminder.	0.40	\$250.00	\$100.00
GG	07/24/2026	Reviewed calendar and ROA re status of upcoming Status Conf. and updated events email with appearance info.	0.20	\$250.00	\$50.00
JGH	07/31/2026	Approval Pappers	1.95	\$750.00	\$1,459.79
YS	08/11/2026	Prepare shell for decl of Pltf ISO Motion for PAGA Approval.	0.50	\$250.00	\$125.00
JGH	08/17/2026	Motion	5.82	\$750.00	\$4,365.42
JGH	08/18/2026	Review costs lodestar, send email for team to complete billing	0.50	\$750.00	\$375.00
CL	08/18/2026	Review of expenses in preparation of Motion for PAGA Approval.	0.50	\$750.00	\$375.00
CL	08/28/2026	Email to J. Mittal requesting motion for approval of settlement dates.	0.30	\$750.00	\$225.00
CL	08/31/2026	Multiple emails with J. Mittal re: available hearing date and motion reservation.	0.50	\$750.00	\$375.00

KN	09/01/2026	Review and revise motion and proposed order; review and revise draft declaration; advise Team about motion and next steps; review billing for accuracy and correct issues	2.50	\$950.00	\$2,375.00
JGH	09/01/2026	Review Motion. Communicate with Administrator Communicate with Client Estimated time for hearing	2.50	\$750.00	\$1,875.00
				Quantity Subtotal	165.77
				Services Subtotal	\$107,210.21

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/25/2022	Onelegal/Filing Fee	1.00	\$114.02	\$114.02
Expense	07/12/2022	filing via OneLegal	1.00	\$750.00	\$750.00
Expense	07/22/2022	filing via OneLegal	1.00	\$750.00	\$750.00
Expense	09/28/2022	filing via One Legal	1.00	\$750.00	\$750.00
Expense	03/22/2023	OneLegal filing fee.	1.00	\$550.00	\$550.00
Expense	08/31/2024	Expert Fees - DM&A.	1.00	\$2,743.75	\$2,743.75
Expense	09/30/2024	Expert Fees - DM&A	1.00	\$2,012.50	\$2,012.50
Expense	09/30/2024	One Legal - CMS	1.00	\$250.00	\$250.00
Expense	06/17/2025	Mediation Fees - Lisa Klerman	1.00	\$12,500.00	\$12,500.00
Expense	08/27/2025	One Legal - CMS	1.00	\$250.00	\$250.00
Expense	11/06/2025	Expert Fees - Berger Consulting	1.00	\$10,810.00	\$10,810.00
Expense	07/17/2026	Onelegal filing fee	1.00	\$134.55	\$134.55
Expense	09/01/2026	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$31,674.82

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	9.0	\$895.00	\$8,055.00
Scott Blumenthal	10.6	\$450.00	\$4,770.00
Nicholas De Blouw	20.1	\$850.00	\$17,085.00

Ricardo Ehmann	0.7	\$475.00	\$332.50
Jeffrey Herman	0.5	\$750.00	\$375.00
Justin Hewgill	11.97	\$750.00	\$8,975.21
Randy Hy	1.6	\$475.00	\$760.00
Christine LeVu	26.7	\$750.00	\$20,025.00
Piya Mukherjee	7.5	\$750.00	\$5,625.00
Kyle Nordrehaug	8.8	\$950.00	\$8,360.00
Sergio Puche	0.5	\$675.00	\$337.50
Victoria Rivapalacio	13.8	\$750.00	\$10,350.00
Andrew Ronan	5.7	\$550.00	\$3,135.00
Adolfo Sanchez Contreras	30.1	\$250.00	\$7,525.00
Brooke Waldrop	13.9	\$750.00	\$10,425.00
Gerardo Galaviz	0.2	\$250.00	\$50.00
Yesenia Silva	4.1	\$250.00	\$1,025.00
Quantity Total			165.77
Subtotal			\$138,885.03
Total			\$138,885.03

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/01/2026	\$138,885.03	\$0.00	\$138,885.03
Outstanding Balance				\$138,885.03
Total Amount Outstanding				\$138,885.03

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/01/2026
Due On: 10/01/2026

Rolleta Mangaron
Atherton Dr Apt 179 Paseo Villas
Manteca, CA 95337

CA2601.002

Doctors Hospital - Rolleta Mangaron/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	01/19/2023	Review arb complaint draft; confer w TG re complaint draft	0.50	\$475.00	\$237.50
CL	01/31/2023	Email to/from J. Mittal re: meet and confer re: JAMS arbitration submission.	0.30	\$750.00	\$225.00
CL	02/01/2023	Email to/from J. Mittal re: JAMS arbitration submission.	0.30	\$750.00	\$225.00
CL	02/03/2023	Email from AAA re: close of file; Email to J. Mittal re: close of AAA and demand to JAMS.	0.30	\$750.00	\$225.00
CL	02/15/2023	Email from Case Manager re: next steps re arbitration.	0.20	\$750.00	\$150.00
CL	03/01/2023	Review and analyze arbitration agreement for potential theory of lack of mutuality.	0.40	\$750.00	\$300.00
CL	04/10/2023	Email from M. Ornstil re: Stipulation for Arbitration.	0.20	\$750.00	\$150.00
CL	05/31/2023	Email to Case Manager re Pre Arbitration and strike list.	0.30	\$750.00	\$225.00
AR	06/23/2023	Review and outline file for status; draft revisions to stipulation regarding JAMS; multiple follow up correspondence regarding the same.	0.80	\$550.00	\$440.00
AR	06/23/2023	Correspondence with KN regarding stipulation;	0.30	\$550.00	\$165.00

submit to opposing counsel.					
CL	07/31/2023	Email to J. Mitall re: Stipulation to JAMS; Revise Stipulation to JAMS.	0.60	\$750.00	\$450.00
CL	08/07/2023	Email to J. Lahana re: meet and confer re: stipulation to JAMS but with AAA rules.	0.30	\$750.00	\$225.00
ASC	08/28/2023	Review correspondence from JAMS re filing fee missing, update spreadsheet re payment deadlines	0.30	\$250.00	\$75.00
ASC	09/14/2023	Review correspondence from JAMS re invoice for arb, confirm invoice paid, no further action needed	0.20	\$250.00	\$50.00
CL	01/30/2024	Receipt and review Jams Commencement Disclosures and Strike and Rank List.	0.30	\$750.00	\$225.00
CL	02/13/2024	Draft Strike and Rank List; research re potential arbitrators.	1.60	\$750.00	\$1,200.00
CL	02/13/2024	Email from M. Ornstill re receipt of Strike and Rank List.	0.20	\$750.00	\$150.00
AR	02/13/2024	Review and outline strike and rank list; multiple correspondence with AC.	0.60	\$550.00	\$330.00
ASC	05/16/2024	Review correspondence from JAMS re arb fee not received, confirm deadline not blown	0.30	\$250.00	\$75.00
ASC	05/16/2024	Review correspondence from JAMS re appointment of arbitrator	0.30	\$250.00	\$75.00
ASC	05/16/2024	Review correspondence from JAMS re arbitrator disclosures memo	0.30	\$250.00	\$75.00
ASC	05/28/2024	Receipt and review of emails from JAMS re initial fee from defendant outstanding and payment applied, initial AMC	0.60	\$250.00	\$150.00
ASC	05/29/2024	Review and respont to email from JAMS re availability for Initial arb CMC on 6/19 and update service list	0.40	\$250.00	\$100.00
ASC	05/30/2024	Review and respond to email from JAMS re updated availability for Initial arb CMC on 6/21	0.40	\$250.00	\$100.00
ASC	05/31/2024	Email from and to JAMS re updated availability for Initial arb CMC	0.30	\$250.00	\$75.00
YS	06/03/2024	Review JAMS portal re the status of Invoice #7153890. Resps posted payment on 5/28/2024. Relayed to team.	0.20	\$250.00	\$50.00
ASC	06/04/2024	Review notice from JAMS re zoom link for conference call, confirm call on calendar	0.30	\$250.00	\$75.00

YS	06/13/2024	Update internal arb spreadsheet re arbitrator and next hearing info	0.20	\$250.00	\$50.00
YS	06/14/2024	Review status of case, Confirm 6/21 Conference Call still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
ASC	06/21/2024	Prepare to appear at Arbitration Conference	0.50	\$250.00	\$125.00
ASC	06/21/2024	Attend Arbitration Conference	1.00	\$250.00	\$250.00
ASC	06/21/2024	Review JAMS correspondence re Preliminary Hearing report, notice of hearing, disclosures, notice of appointment of arbitrator, and new Plaintiff attorney involved in this matter	1.00	\$250.00	\$250.00
CL	07/18/2024	Email from J. Mittal re: meet and confer re: discovery plan and initial disclosures.	0.30	\$750.00	\$225.00
CL	07/19/2024	Email from/to J. Mittal re joint discovery plan.	0.30	\$750.00	\$225.00
CL	07/30/2024	Email from J. Mittal re: meet and confer re: Discovery Plan.	0.30	\$750.00	\$225.00
CL	08/06/2024	Review and analyze Arbitration Schedule Order 1 in preparation for Joint Discovery Plan and call with counsel.	0.30	\$750.00	\$225.00
CL	08/06/2024	Review and analyze AAA Employment Rules in preparation for Joint Discovery Plan and call with counsel.	0.40	\$750.00	\$300.00
CL	08/06/2024	Draft Joint Discovery Plan; Email to J. Mittal re: conference call re: same; prepare for conference call with J. Mittal re: Discovery Plan.	1.30	\$750.00	\$975.00
CL	08/06/2024	Conference call with J. Mittal re: Discovery Plan.	0.40	\$750.00	\$300.00
CL	08/06/2024	Email to J. Mittal re: revisions to Discovery Plan and IDC re: PMK and manager deposition.	0.20	\$750.00	\$150.00
CL	08/21/2024	Review and revise Joint Discovery Plan.	0.60	\$750.00	\$450.00
CL	08/21/2024	Email from/to J. Mittal re: meet and confer re PMK categories and revisions to Joint Discovery Plan.	0.50	\$750.00	\$375.00
CL	08/22/2024	Draft Proposed Stipulated Protective Order; Email from J. Mittal re: meet and confer re: terms of same.	0.60	\$750.00	\$450.00
CL	08/22/2024	Review and revise Joint Proposed Discovery Plan; Email from J. Mittal re: revisions to Joint Proposed Discovery Plan.	0.60	\$750.00	\$450.00
CL	08/22/2024	Review and revise Joint Proposed Discovery Plan (version 7); Email from J. Mittal re: revisions to Joint Proposed Discovery Plan and conference call; Finalized Joint Proposed Discovery Plan.	0.60	\$750.00	\$450.00

CL	08/22/2024	Email to M. Borg re request for IDC re: depositions, PMK and disclosures.	0.30	\$750.00	\$225.00
CL	08/22/2024	Emails to/from J. Mittal re: IDC issues remaining re depositions, PMK and disclosures.	0.30	\$750.00	\$225.00
CL	08/22/2024	Conference call with J. Mittal re: language of Protective Order and remaining IDC issues; Email to J. Mittal re: same.	0.40	\$750.00	\$300.00
CL	08/22/2024	Review and analyze Defendant's Initial Disclosures and Production (DHMI000001-000098 production).	0.50	\$750.00	\$375.00
CL	08/22/2024	Email to E. Lietzow re: damages analysis re Production (DHMI000001-000098 production).	0.30	\$750.00	\$225.00
CL	08/22/2024	Receipt and review revisions to Stipulated Protective Order; Email to E. Lietzow re: security program in place in preparation for same.	0.40	\$750.00	\$300.00
ASC	08/22/2024	Review Plaintiff's documents 1-172, organize, combine, redact, bates stamp and prepare for production	2.00	\$250.00	\$500.00
ASC	08/22/2024	Prepare and serve Claimant's initial disclosures via email	1.00	\$250.00	\$250.00
CL	08/26/2024	Review and revise Protective Order; Discuss with Wayne re: terms; Email from/to J. Mittal re: same.	0.40	\$750.00	\$300.00
YS	08/26/2024	Email to OPC office re document production	0.40	\$250.00	\$100.00
YS	08/26/2024	Create folder in Box to Defs. Upload Claimant's Document production. Email to Resps re Box link	0.40	\$250.00	\$100.00
CL	08/27/2024	Email to M. Borg re: follow-up request re Claimant's IDC.	0.20	\$750.00	\$150.00
CL	08/27/2024	Email from/to J. Mittal re: finalized Stipulated Protective Order; Revise and finalize Stipulated Protective Order.	0.70	\$750.00	\$525.00
CL	08/27/2024	Email from/to E. Lietzow re: security system in place in preparation for revisions to Stipulated Protective Order.	0.40	\$750.00	\$300.00
CL	08/27/2024	Email from/to M. Borg re: additional dates for Claimant's IDC.	0.20	\$750.00	\$150.00
CL	08/27/2024	Email from M. Lazano re: Stipulation and Protective Order; Review and analyze same.	0.30	\$750.00	\$225.00
CL	08/30/2024	Email from M. Borg re: meet and confer re: IDC request.	0.30	\$750.00	\$225.00
CL	09/03/2024	Email from/to E. Lietzow re: damages analysis and PAGA recovery period.	0.30	\$750.00	\$225.00

CL	09/04/2024	Receipt and review DHM0000099-244; Email from M. Lozano re: same.	0.30	\$750.00	\$225.00
CL	09/12/2024	Receipt and review damages analysis; Conference call with Lietzow re: damages related to named plaintiff; Revise case notes to determine liability; Discuss with AJ re: same.	1.70	\$750.00	\$1,275.00
YS	09/12/2024	Review documents produced by Resps. Extract documents and update exhibit book.	0.50	\$250.00	\$125.00
YS	09/13/2024	Update and finalize exhibit book with Resp's documents.	0.50	\$250.00	\$125.00
YS	09/16/2024	Update and finalize exhibit book with Claimant's documents.	0.50	\$250.00	\$125.00
YS	09/20/2024	Review email from OPC re Resp's correspondence re PMK NOD. Download letter, update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
JH	09/20/2024	Research re depositions in arbitration; draft/advise CL re results for IDC stmt	0.50	\$750.00	\$375.00
CL	09/20/2024	Review and analyze Respondent's IDC Statement.	0.60	\$750.00	\$450.00
CL	09/20/2024	Draft Claimant's IDC Statement.	3.10	\$750.00	\$2,325.00
YS	09/20/2024	Finalize Claimant's IDC statement for service. Attach and bookmark exhibits 1 and 2. Upload to the JAMS portal. Email to OPC re IDC st. Email to Court Docs for circulation.	0.50	\$250.00	\$125.00
VR	09/23/2024	Review and Analyze: review and analyze arbitrator's orders; review IDC statements; prepare for IDC; review correspondence between parties	1.40	\$750.00	\$1,050.00
VR	09/24/2024	Review and Analyze: review IDC statements; review discovery and documents; review AAA rules re employment; appear at IDC; follow up	1.50	\$750.00	\$1,125.00
ASC	11/05/2024	Email to J. Mittal re follow up on potential mediation dates	0.30	\$250.00	\$75.00
ASC	11/08/2024	Review correspondence from JAMS re supplemental disclosures from arbitrator	0.30	\$250.00	\$75.00
CL	11/11/2024	Letter from case manager re: arbitrator's assignment and potential conflict.	0.20	\$750.00	\$150.00
ASC	11/22/2024	Review correspondence from JAMS re notice of appointment of arbitrator	0.30	\$250.00	\$75.00
CL	12/01/2024	Email from/to M. Borg re: Further CMC availability of Claimant.	0.30	\$750.00	\$225.00

ASC	12/02/2024	Review correspondence from JAMS re supplemental disclosures from arbitrator in light of sub of attorney by defendant	0.40	\$250.00	\$100.00
VR	12/06/2024	Review and Revise: review and revise stipulation re dates and mediation; review correspondence between parties; correspondence to Def	0.80	\$750.00	\$600.00
ASC	12/08/2024	Review correspondence from JAMS re supplemental disclosures from arbitrator in light of Defendant's sub. of attorney	0.30	\$250.00	\$75.00
CL	12/13/2024	Email from M. Borg re: rescheduling of Further CMC.	0.20	\$750.00	\$150.00
ASC	12/16/2024	Review correspondence from JAMS re Further CMC rescheduled for January 14th at 8:30am	0.30	\$250.00	\$75.00
CL	12/16/2024	Receipt and review Joint Stipulation for continuance of final merits; Email from M. Lozano re: same	0.30	\$750.00	\$225.00
CL	12/17/2024	Receipt and review Rescheduling Notice of Hearing.	0.30	\$750.00	\$225.00
CL	12/26/2024	Receipt and review Notice of Related Case; Email from K. West Martin re: same	0.30	\$750.00	\$225.00
ASC	01/09/2025	Review correspondence from JAMS re further disclosures of arbitrator	0.30	\$250.00	\$75.00
ASC	02/05/2025	Receive and review correspondence from JAMS re further disclosures	0.30	\$250.00	\$75.00
ASC	03/24/2025	Review correspondence from JAMS re letter re arbitrator's further disclosures	0.30	\$250.00	\$75.00
ASC	05/05/2025	Review correspondence from JAMS re further disclosures from arbitrator	0.30	\$250.00	\$75.00
CL	07/21/2025	Receipt and review email from J. Mittal re: meet and confer re: scheduling of SOL and motion for summary judgment; Email to AJ re: meet and confer re: SOL	1.30	\$750.00	\$975.00
CL	07/22/2025	Legal research re: equitable tolling and arguments waiving PAGA claims; Discuss with AJ and draft memorandum to file to challenge MSJ.	1.40	\$750.00	\$1,050.00
CL	07/22/2025	Email from J. Mittal re meet and confer re: mediation and MSJ scheduling.	0.30	\$750.00	\$225.00
CL	08/04/2025	Respondent's Request for MSJ Briefing.	0.30	\$750.00	\$225.00
CL	08/05/2025	Email from M. Borg r: schedule call re MSJ.	0.20	\$750.00	\$150.00
CL	08/05/2025	Request for MSJ Briefing Schedule Conf (arb)	0.20	\$750.00	\$150.00

CL	08/05/2025	Email form M. Borg re: availability for MSJ briefing.	0.20	\$750.00	\$150.00
ASC	08/05/2025	Respond to correspondence from JAMS re date for hearing re Respondent's MSJ, and request to update service list	0.40	\$250.00	\$100.00
ASC	08/06/2025	Review correspondence from JAMS re supplemental commencement disclosure	0.30	\$250.00	\$75.00
CL	08/07/2025	Receipt and review Supplemental Disclosures.	0.30	\$750.00	\$225.00
ASC	08/08/2025	Review correspondence from JAMS re supplemental disclosures	0.30	\$250.00	\$75.00
CL	08/12/2025	Legal research re: tolling under American Pipe of class claims and individual claims.	0.50	\$750.00	\$375.00
CL	08/18/2025	Email from M. Borg re: zoom video status conference re MSJ	0.30	\$750.00	\$225.00
CL	08/21/2025	Email from M. Borg re: hearing on motion for summary judgment briefing.	0.20	\$750.00	\$150.00
ASC	08/21/2025	Review correspondence from JAMS re conference call and updated service list	0.30	\$250.00	\$75.00
BW	08/22/2025	Review and analyze Respondent's meet and confer letter concerning Respondent's Motion for Summary Judgment; Research equitable tolling and American Pipe re Respondent's Motion for Summary Judgment	1.50	\$750.00	\$1,125.00
BW	08/22/2025	Review and analyze California Code of Civil Procedure section 1281.12 re Respondent's analysis and opposition to Respondent's analysis	0.60	\$750.00	\$450.00
BW	08/22/2025	Prepare for and attend Respondent's requested hearing with arbitrator re briefing schedule and hearing date for Motion for Summary Judgment	0.60	\$750.00	\$450.00
BW	08/22/2025	Draft and send memorandum to file re event and rulings at Arbitration Hearing; draft and send analysis for att'y C. LeVu re further analysis of MSJ	0.60	\$750.00	\$450.00
CL	08/25/2025	Receipt and review Schedule Order #2.	0.30	\$750.00	\$225.00
BW	08/26/2025	Review Scheduling Order and Notice from Arbitrator re mismatched date of Opposition deadline; confer with staff re communications with arbitrator re deadline	0.30	\$750.00	\$225.00
YS	08/27/2025	Review notice of motion re MSJ. Email to team. Post message on JAMS re oppo deadline typo.	0.30	\$250.00	\$75.00
BW	08/27/2025	Review Amended Notice re Defendant's MSJ	0.10	\$750.00	\$75.00

ASC	08/27/2025	Review correspondence from JAMS re amended notice of respondent's dispositive motion hearing	0.30	\$250.00	\$75.00
YS	08/28/2025	Review corr. from Defs re revisions to service list. Update arb POS on file.	0.20	\$250.00	\$50.00
BW	09/04/2025	Receipt and review of email concerning submission for Respondent's Dispositive Motion	0.10	\$750.00	\$75.00
BW	09/05/2025	Review and analyze email from Case Manager; review and analyze Amended Notice of Motion Hearing; respond via email to Case Manager	0.30	\$750.00	\$225.00
CL	09/05/2025	Email from/to M. Borg re: meet and confer re: continued CMC.	0.30	\$750.00	\$225.00
ASC	09/05/2025	Review correspondence from JAMS re further arbitrator disclosures	0.30	\$250.00	\$75.00
CL	09/08/2025	Receipt and review RESPONDENT DOCTORS HOSPITAL OF MANTECA, INC.'S NOTICE OF MOTION FOR PARTIAL SUMMARY JUDGMENT OR SUMMARY ADJUDICATION	0.50	\$750.00	\$375.00
CL	09/11/2025	Email from/to J. Mittal re: meet and confer re: continuing of PAMC hearing.	0.30	\$750.00	\$225.00
ASC	10/13/2025	Review correspondence from JAMS re arbitrator's further disclosures	0.30	\$250.00	\$75.00
BW	10/27/2025	Confer with C. LeVu re arguments concerning summary judgment motion	0.30	\$750.00	\$225.00
CL	11/13/2025	Receipt and review Amended Ex Parte Briefing Schedule (arb)	0.30	\$750.00	\$225.00
CL	01/05/2026	Email from J. Mitall re: advising JAMS re: settlement.	0.30	\$750.00	\$225.00
CL	01/06/2026	Email from/to B. Morgan re: vacating the February 9th Dispositive Motion hearing, the March 18th final readiness conference, and the April 29th – May 1st arbitration hearing dates	0.30	\$750.00	\$225.00
CL	01/07/2026	Run public records search on Lexis; Discuss with Adolfo re: same.	0.30	\$750.00	\$225.00
BW	04/06/2026	Communicate with JAMS re settlement agreement	0.30	\$750.00	\$225.00
CL	07/10/2026	Email to M. Borg requesting arbitration hold in anticipation for finalizing settlement agreement.	0.30	\$750.00	\$225.00
YS	07/21/2026	Prepare shell for arb request for dismissal.	0.50	\$250.00	\$125.00

Quantity Subtotal 61.9

Services Subtotal \$36,447.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/01/2025	LexisNexis	1.00	\$8.31	\$8.31
Expenses Subtotal					\$8.31

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	0.5	\$475.00	\$237.50
Jeffrey Herman	0.5	\$750.00	\$375.00
Christine LeVu	31.8	\$750.00	\$23,850.00
Victoria Rivapalacio	3.7	\$750.00	\$2,775.00
Andrew Ronan	1.7	\$550.00	\$935.00
Adolfo Sanchez Contreras	14.2	\$250.00	\$3,550.00
Brooke Waldrop	4.7	\$750.00	\$3,525.00
Yesenia Silva	4.8	\$250.00	\$1,200.00
Quantity Total			61.9
Subtotal			\$36,455.81
Total			\$36,455.81

Detailed Statement of Account**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/01/2026	\$36,455.81	\$0.00	\$36,455.81
Outstanding Balance				\$36,455.81
Total Amount Outstanding				\$36,455.81

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

Please pay within 30 days.

EXHIBIT 4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

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

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

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

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

EXHIBIT 5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 6

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1004

January 24, 2022

CA2601

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Doctors Hospital of Manteca, Inc.
Certified Mail #70211970000003066651
C T Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Doctors Hospital of Manteca, Inc. in California and classified as non-exempt employees during the time period of January 24, 2021 until a date as determined by the Court. Our offices represent Plaintiff Rolleta Mangaron (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Doctors Hospital of Manteca, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2019 until February of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

ROLLETA MANGARON, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

DOCTORS HOSPITAL OF MANTECA,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 Plaintiff Rolleta Mangaron (“PLAINTIFF”), an individual, on behalf of herself and all
2 other similarly situated current and former employees alleges on information and belief, except
3 for her own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant Doctors Hospital of Manteca, Inc. (“DEFENDANT”) is a California
7 Corporation that at all relevant times mentioned herein conducted and continues to conduct
8 substantial business in the state of California.

9 2. DEFENDANT provides healthcare services.

10 3. PLAINTIFF was employed by DEFENDANT in California from March of 2019
11 to February of 2021 and was at all times classified by DEFENDANT as a non-exempt
12 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
13 payment of minimum and overtime wages due for all time worked.

14 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
15 defined as all individuals who are or previously were employed by DEFENDANT in California
16 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
17 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
18 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
19 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
20 (\$5,000,000.00).

21 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
22 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
23 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice which
24 failed to lawfully compensate these employees. DEFENDANT’s policy and practice alleged
25 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
26 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
27 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
28 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and

1 the other members of the CALIFORNIA CLASS who have been economically injured by
2 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
3 equitable relief.

4 6. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
6 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
7 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
8 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
9 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
10 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
11 responsible in some manner for one or more of the events and happenings that proximately
12 caused the injuries and damages hereinafter alleged.

13 7. The agents, servants and/or employees of the Defendants and each of them acting
14 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
15 agent, servant and/or employee of the Defendants, and personally participated in the conduct
16 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
17 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
18 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
19 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
20 Defendants' agents, servants and/or employees.

21 22 **THE CONDUCT**

23 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
24 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
25 meaning the time during which an employee is subject to the control of an employer, including
26 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
27 and CALIFORNIA CLASS Members to work without paying them for all the time they are
28 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to

1 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
2 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
3 should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established
4 company policy and procedure, administers a uniform practice of rounding the actual time
5 worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the
6 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
7 CALIFORNIA CLASS Members are paid less than they would have been paid had they been
8 paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages
9 in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work
10 off the clocking that DEFENDANT, as a condition of employment, required these employees
11 to submit to mandatory temperature checks and symptom questionnaires for COVID-19
12 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
13 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage,
14 overtime wage compensation, and off-duty meal breaks by working without their time being
15 correctly recorded and without compensation at the applicable rates. DEFENDANT's policy
16 and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
17 worked, is evidenced by DEFENDANT's business records.

18 9. State and federal law provides that employees must be paid overtime and meal and
19 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and
20 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that
21 is tied to specific elements of an employee's performance.

22 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
23 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular rate
28 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other

1 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
2 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
3 meal and rest break premium pay. Management and supervisors described the incentive
4 program to potential and new employees as part of the compensation package. As a matter of
5 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
6 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
7 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and
8 other CALIFORNIA CLASS Members by DEFENDANT.

9 11. As a result of their rigorous work schedules, PLAINTIFF and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
12 other CALIFORNIA CLASS Members were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
14 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
15 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
18 penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
19 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
20 compensation and in accordance with DEFENDANT's corporate policy and practice.

21 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
22 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
23 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
24 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
25 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
28 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also

1 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
2 Order requires employers to provide employees with off-duty rest periods, which the California
3 Supreme Court defined as time during which an employee is relieved from all work related
4 duties and free from employer control. In so doing, the Court held that the requirement under
5 California law that employers authorize and permit all employees to take rest period means that
6 employers must relieve employees of all duties and relinquish control over how employees
7 spend their time which includes control over the locations where employees may take their rest
8 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
9 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
10 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
11 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members
12 cannot leave the work premises during their rest period.

13 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
14 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
15 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
16 DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members
17 for all time worked, meaning the time during which an employee was subject to the control of
18 an employer, including all the time the employee was permitted or suffered to permit this work.
19 DEFENDANT required these employees to work off the clock without paying them for all the
20 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
21 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under
22 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
23 Members forfeited time worked by working without their time being accurately recorded and
24 without compensation at the applicable minimum wage and overtime wage rates. To the extent
25 that the time worked off the clock does not qualify for overtime premium payment,
26 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
27 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

28 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the

1 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
2 statements which failed to show, among other things, the correct gross and net wages earned.
3 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
4 with an accurate itemized wage statement in writing showing, among other things, gross wages
5 earned and all applicable hourly rates in effect during the pay period and the corresponding
6 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-
7 CLASS Members were paid on an hourly basis. As such, the wage statements should reflect
8 all applicable hourly rates during the pay period and the total hours worked, and the applicable
9 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).
10 The wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA LABOR
11 SUB-CLASS Members failed to identify such information. More specifically, the wage
12 statements failed to identify the accurate total hours worked each pay period. When the hours
13 shown on the wage statements were added up, they did not equal the actual total hours worked
14 during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed
15 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
16 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
17 DEFENDANT from time to time provided PLAINTIFF and the other members of the
18 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code §
19 226.

20 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
21 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
22 wages are paid not more than seven (7) calendar days following the close of the payroll period.
23 Cal. Lab. Code § 210 provides:

24 [I]n addition to, and entirely independent and apart from, any other penalty provided in
25 this article, every person who fails to pay the wages of each employee as provided in
26 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
27 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
28 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

16. DEFENDANT from time to time failed to pay PLAINTIFF and members of the

1 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
2 period in accordance with Cal. Lab. Code § 204(d).

3 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
4 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
5 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
6 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
7 underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS Members at their base
8 rates of pay.

9 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
10 employees be calculated by dividing the employee's total wages, not including overtime
11 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
12 of employment.

13 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
14 the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
15 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
16 was paid, it was paid at the base rate of pay for PLAINTIFF and members of the CALIFORNIA
17 CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code
18 Section 246.

19 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
20 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting
21 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
22 believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,
23 such that PLAINTIFF and members of the CALIFORNIA CLASS whose employment has
24 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

25 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
26 to collect or receive from an employee any part of wages theretofore paid by said employer to
27 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
28 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation

1 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
2 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA
3 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
4 each applicable pay period and upon termination. PLAINTIFF and members of the
5 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
6 according to proof, related penalties, interest, attorney fees and costs.

7 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
8 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
9 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
10 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
11 2802, employers are required to indemnify employees for all expenses incurred in the course
12 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
14 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
15 directions of the employer, even though unlawful, unless the employee, at the time of obeying
16 the directions, believed them to be unlawful."

17 23. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
18 Members as a business expense, were required by DEFENDANT to use their own personal
19 cellular phones as a result of and in furtherance of their job duties as employees for
20 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
21 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
22 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use
23 their personal cellular phones. As a result, in the course of their employment with
24 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
25 unreimbursed business expenses which included, but were not limited to, costs related to the use
26 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

27 24. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
28 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order

1 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to
2 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty
3 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
4 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
5 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for
6 the legally required off-duty meal periods. DEFENDANT also failed to pay PLAINTIFF all
7 of her earned commissions due to her when she left employment with DEFENDANT in October
8 of 2021. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally required
9 meal periods is evidenced by DEFENDANT's business records. The amount in controversy
10 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

11 **JURISDICTION AND VENUE**

12 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
13 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
14 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
15 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

16 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
18 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
19 in this County and/or conducts substantial business in this County, and (ii) committed the
20 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

21 **THE CALIFORNIA CLASS**

22 27. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
23 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
24 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
25 all individuals who are or previously were employed by DEFENDANT in California and
26 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
27
28

1 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
2 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
3 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
4 (\$5,000,000.00).

5 28. To the extent equitable tolling operates to toll claims by the CALIFORNIA
6 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
7 accordingly.

8 29. DEFENDANT, as a matter of company policy, practice and procedure, and in
9 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
10 requirements, and the applicable provisions of California law, intentionally, knowingly, and
11 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
12 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT
13 enjoyed the benefit of this work, required employees to perform this work and permits or suffers
14 to permit this work.

15 30. DEFENDANT has the legal burden to establish that each and every
16 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
17 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
18 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
19 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
20 as required by law. This common business practice is applicable to each and every
21 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
22 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the “UCL”) as
23 causation, damages, and reliance are not elements of this claim.

24 31. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
25 CLASS Members is impracticable.

26 32. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
27 law by:

28 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.

1 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
2 deceptively having in place company policies, practices and procedures
3 that failed to record and pay PLAINTIFF and the other members of the
4 CALIFORNIA CLASS for all time worked, including minimum wages
5 owed and overtime wages owed for work performed by these employees;
6 and,

- 7 (b) Committing an act of unfair competition in violation of the UCL, by
8 failing to provide the PLAINTIFF and the other members of the
9 CALIFORNIA CLASS with the legally required meal and rest periods.

10 33. This Class Action meets the statutory prerequisites for the maintenance of a Class
11 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 12 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
13 that the joinder of all such persons is impracticable and the disposition of
14 their claims as a class will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the CALIFORNIA
17 CLASS will apply to every member of the CALIFORNIA CLASS;
- 18 (c) The claims of the representative PLAINTIFF are typical of the claims of
19 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
20 other members of the CALIFORNIA CLASS, was classified as a non-
21 exempt employee paid on an hourly basis who was subjected to the
22 DEFENDANT's deceptive practice and policy which failed to provide the
23 legally required meal and rest periods to the CALIFORNIA CLASS and
24 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
25 CLASS. PLAINTIFF sustained economic injury as a result of
26 DEFENDANT's employment practices. PLAINTIFF and the members of
27 the CALIFORNIA CLASS were and are similarly or identically harmed
28 by the same unlawful, deceptive and unfair misconduct engaged in by

1 DEFENDANT; and,

- 2 (d) The representative PLAINTIFF will fairly and adequately represent and
3 protect the interest of the CALIFORNIA CLASS, and has retained
4 counsel who are competent and experienced in Class Action litigation.
5 There are no material conflicts between the claims of the representative
6 PLAINTIFF and the members of the CALIFORNIA CLASS that would
7 make class certification inappropriate. Counsel for the CALIFORNIA
8 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
9 Members.

10 34. In addition to meeting the statutory prerequisites to a Class Action, this action is
11 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 12 (a) Without class certification and determination of declaratory, injunctive,
13 statutory and other legal questions within the class format, prosecution of
14 separate actions by individual members of the CALIFORNIA CLASS will
15 create the risk of:

16 1) Inconsistent or varying adjudications with respect to individual
17 members of the CALIFORNIA CLASS which would establish
18 incompatible standards of conduct for the parties opposing the
19 CALIFORNIA CLASS; and/or,

20 2) Adjudication with respect to individual members of the
21 CALIFORNIA CLASS which would as a practical matter be
22 dispositive of interests of the other members not party to the
23 adjudication or substantially impair or impede their ability to
24 protect their interests.

- 25 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
26 act on grounds generally applicable to the CALIFORNIA CLASS, making
27 appropriate class-wide relief with respect to the CALIFORNIA CLASS
28 as a whole in that DEFENDANT failed to pay all wages due to members

of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA CLASS would as a practical matter be
3 dispositive of the interests of the other members not parties
4 to the adjudication or substantially impair or impede their
5 ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA CLASS Members will avoid asserting
8 their legal rights out of fear of retaliation by DEFENDANT, which
9 may adversely affect an individual's job with DEFENDANT or
10 with a subsequent employer, the Class Action is the only means to
11 assert their claims through a representative; and,

12 4) A class action is superior to other available methods for the fair
13 and efficient adjudication of this litigation because class treatment
14 will obviate the need for unduly and unnecessary duplicative
15 litigation that is likely to result in the absence of certification of
16 this action pursuant to Cal. Code of Civ. Proc. § 382.

17 35. This Court should permit this action to be maintained as a Class Action pursuant
18 to Cal. Code of Civ. Proc. § 382 because:

19 (a) The questions of law and fact common to the CALIFORNIA CLASS
20 predominate over any question affecting only individual CALIFORNIA
21 CLASS Members because the DEFENDANT's employment practices are
22 applied with respect to the CALIFORNIA CLASS;

23 (b) A Class Action is superior to any other available method for the fair and
24 efficient adjudication of the claims of the members of the CALIFORNIA
25 CLASS because in the context of employment litigation a substantial
26 number of individual CALIFORNIA CLASS Members will avoid
27 asserting their rights individually out of fear of retaliation or adverse
28 impact on their employment;

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the
3 Court;
- 4 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
5 able to obtain effective and economic legal redress unless the action is
6 maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations and
9 other improprieties, and in obtaining adequate compensation for the
10 damages and injuries which DEFENDANT's actions have inflicted upon
11 the CALIFORNIA CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally applicable
16 to the CALIFORNIA CLASS, thereby making final class-wide relief
17 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 18 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
19 the business records of DEFENDANT; and,
- 20 (i) Class treatment provides manageable judicial treatment calculated to bring
21 a efficient and rapid conclusion to all litigation of all wage and hour
22 related claims arising out of the conduct of DEFENDANT as to the
23 members of the CALIFORNIA CLASS.

24 36. DEFENDANT maintains records from which the Court can ascertain and identify
25 by job title each of DEFENDANT's employees who have been intentionally subjected to
26 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
27 seek leave to amend the Complaint to include any additional job titles of similarly situated
28 employees when they have been identified.

THE CALIFORNIA LABOR SUB-CLASS

37. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California and classified as non exempt employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to the filing of the complaint and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

38. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

39. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been intentionally subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

40. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable.

1 41. Common questions of law and fact exist as to members of the CALIFORNIA
2 LABOR SUB-CLASS, including, but not limited, to the following:

- 3 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
4 compensation due to members of the CALIFORNIA LABOR SUB-
5 CLASS for missed meal and rest breaks in violation of the California
6 Labor Code and California regulations and the applicable California Wage
7 Order;
- 8 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
9 members of the CALIFORNIA LABOR SUB-CLASS with accurate
10 itemized wage statements;
- 11 (c) Whether DEFENDANT has engaged in unfair competition by the
12 above-listed conduct;
- 13 (d) The proper measure of damages and penalties owed to the members of the
14 CALIFORNIA LABOR SUB-CLASS; and,
- 15 (e) Whether DEFENDANT's conduct was willful.

16 42. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
17 under California law by:

- 18 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
19 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
20 CLASS all wages due for overtime worked, for which DEFENDANT is
21 liable pursuant to Cal. Lab. Code § 1194;
- 22 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
23 accurately pay PLAINTIFF and the members of the CALIFORNIA
24 LABOR SUB-CLASS the correct minimum wage pay for which
25 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 26 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
27 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
28 itemized statement in writing showing the corresponding correct amount

1 of wages earned by the employee;

2 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
4 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
5 meal breaks and the legally required off-duty rest breaks;

6 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
7 when an employee is discharged or quits from employment, the employer
8 must pay the employee all wages due without abatement, by failing to
9 tender full payment and/or restitution of wages owed or in the manner
10 required by California law to the members of the CALIFORNIA LABOR
11 SUB-CLASS who have terminated their employment; and,

12 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
13 the CALIFORNIA LABOR SUB-CLASS members with necessary
14 expenses incurred in the discharge of their job duties.

15 43. This Class Action meets the statutory prerequisites for the maintenance of a Class
16 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

17 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
18 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
19 Members is impracticable and the disposition of their claims as a class
20 will benefit the parties and the Court;

21 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
22 that are raised in this Complaint are common to the CALIFORNIA
23 LABOR SUB-CLASS and will apply to every member of the
24 CALIFORNIA LABOR SUB-CLASS;

25 (c) The claims of the representative PLAINTIFF are typical of the claims of
26 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
27 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
28 was a non-exempt employee paid on an hourly basis who was subjected

1 to the DEFENDANT's practice and policy which failed to pay the correct
2 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
3 PLAINTIFF sustained economic injury as a result of DEFENDANT's
4 employment practices. PLAINTIFF and the members of the
5 CALIFORNIA LABOR SUB-CLASS were and are similarly or
6 identically harmed by the same unlawful, deceptive, and unfair
7 misconduct engaged in by DEFENDANT; and,

- 8 (d) The representative PLAINTIFF will fairly and adequately represent and
9 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
10 retained counsel who are competent and experienced in Class Action
11 litigation. There are no material conflicts between the claims of the
12 representative PLAINTIFF and the members of the CALIFORNIA
13 LABOR SUB-CLASS that would make class certification inappropriate.
14 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
15 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

16 44. In addition to meeting the statutory prerequisites to a Class Action, this action is
17 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 18 (a) Without class certification and determination of declaratory, injunctive,
19 statutory and other legal questions within the class format, prosecution of
20 separate actions by individual members of the CALIFORNIA LABOR
21 SUB-CLASS will create the risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the CALIFORNIA LABOR SUB-CLASS which
24 would establish incompatible standards of conduct for the parties
25 opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - 26 2) Adjudication with respect to individual members of the
27 CALIFORNIA LABOR SUB-CLASS which would as a practical
28 matter be dispositive of interests of the other members not party to

1 the adjudication or substantially impair or impede their ability to
2 protect their interests.

3 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
4 or refused to act on grounds generally applicable to the CALIFORNIA
5 LABOR SUB-CLASS, making appropriate class-wide relief with respect
6 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
7 DEFENDANT fails to pay all wages due. Including the correct wages for
8 all time worked by the members of the CALIFORNIA LABOR SUB-
9 CLASS as required by law;

10 (c) Common questions of law and fact predominate as to the members of the
11 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
12 violations of California Law as listed above, and predominate over any
13 question affecting only individual CALIFORNIA LABOR SUB-CLASS
14 Members, and a Class Action is superior to other available methods for
15 the fair and efficient adjudication of the controversy, including
16 consideration of:

17 1) The interests of the members of the CALIFORNIA LABOR SUB-
18 CLASS in individually controlling the prosecution or defense of
19 separate actions in that the substantial expense of individual
20 actions will be avoided to recover the relatively small amount of
21 economic losses sustained by the individual CALIFORNIA
22 LABOR SUB-CLASS Members when compared to the substantial
23 expense and burden of individual prosecution of this litigation;

24 2) Class certification will obviate the need for unduly duplicative
25 litigation that would create the risk of:

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA LABOR SUB-
28 CLASS, which would establish incompatible standards of

1 conduct for the DEFENDANT; and/or,

2 B. Adjudications with respect to individual members of the
3 CALIFORNIA LABOR SUB-CLASS would as a practical
4 matter be dispositive of the interests of the other members
5 not parties to the adjudication or substantially impair or
6 impede their ability to protect their interests;

7 3) In the context of wage litigation because a substantial number of
8 individual CALIFORNIA LABOR SUB-CLASS Members will
9 avoid asserting their legal rights out of fear of retaliation by
10 DEFENDANT, which may adversely affect an individual's job
11 with DEFENDANT or with a subsequent employer, the Class
12 Action is the only means to assert their claims through a
13 representative; and,

14 4) A class action is superior to other available methods for the fair
15 and efficient adjudication of this litigation because class treatment
16 will obviate the need for unduly and unnecessary duplicative
17 litigation that is likely to result in the absence of certification of
18 this action pursuant to Cal. Code of Civ. Proc. § 382.

19 45. This Court should permit this action to be maintained as a Class Action pursuant
20 to Cal. Code of Civ. Proc. § 382 because:

21 (a) The questions of law and fact common to the CALIFORNIA LABOR
22 SUB-CLASS predominate over any question affecting only individual
23 CALIFORNIA LABOR SUB-CLASS Members;

24 (b) A Class Action is superior to any other available method for the fair and
25 efficient adjudication of the claims of the members of the CALIFORNIA
26 LABOR SUB-CLASS because in the context of employment litigation a
27 substantial number of individual CALIFORNIA LABOR SUB-CLASS
28 Members will avoid asserting their rights individually out of fear of

1 retaliation or adverse impact on their employment;

2 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
3 numerous that it is impractical to bring all members of the CALIFORNIA
4 LABOR SUB-CLASS before the Court;

5 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
6 Members, will not be able to obtain effective and economic legal redress
7 unless the action is maintained as a Class Action;

8 (e) There is a community of interest in obtaining appropriate legal and
9 equitable relief for the acts of unfair competition, statutory violations and
10 other improprieties, and in obtaining adequate compensation for the
11 damages and injuries which DEFENDANT's actions have inflicted upon
12 the CALIFORNIA LABOR SUB-CLASS;

13 (f) There is a community of interest in ensuring that the combined assets of
14 DEFENDANT are sufficient to adequately compensate the members of
15 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

16 (g) DEFENDANT has acted or refused to act on grounds generally applicable
17 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
18 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
19 CLASS as a whole;

20 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
21 ascertainable from the business records of DEFENDANT. The
22 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
23 CLASS Members who worked for DEFENDANT in California at any
24 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

25 (i) Class treatment provides manageable judicial treatment calculated to bring
26 a efficient and rapid conclusion to all litigation of all wage and hour
27 related claims arising out of the conduct of DEFENDANT as to the
28 members of the CALIFORNIA LABOR SUB-CLASS.

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

5 46. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 47. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 48. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver, as
17 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

18 Cal. Bus. & Prof. Code § 17203.

19 49. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
23 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
24 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
25 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
26 unfair competition, including restitution of wages wrongfully withheld.

27 50. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
28 unfair in that these practices violate public policy, were immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to employees, and were without valid justification or
2 utility for which this Court should issue equitable and injunctive relief pursuant to Section
3 17203 of the California Business & Professions Code, including restitution of wages wrongfully
4 withheld.

5 51. By the conduct alleged herein, DEFENDANT's practices were deceptive and
6 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
7 meal and rest periods, the required amount of compensation for missed meal and rest periods
8 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
9 al necessary business expenses incurred, and failed to provide Fair Labor Standards Act
10 overtime wages due for overtime worked as a result of failing to include non-discretionary
11 incentive compensation into their regular rates of pay for purposes of computing the proper
12 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
13 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
14 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
15 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

16 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
17 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANT.

20 53. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
21 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
22 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
23 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

24 54. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
25 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
26 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
27 for each workday in which a second off-duty meal period was not timely provided for each ten
28 (10) hours of work.

1 55. PLAINTIFF further demands on behalf of herself and each member of the
2 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
3 duty paid rest period was not timely provided as required by law.

4 56. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
9 to unfairly compete against competitors who comply with the law.

10 57. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California
12 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
13 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
14 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
19 unfair business practices, including earned but unpaid wages for all time worked.

20 59. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
23 engaging in any unlawful and unfair business practices in the future.

24 60. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
26 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
27 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
28 other members of the CALIFORNIA CLASS have suffered and will continue to suffer

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
2 engage in these unlawful and unfair business practices.

3
4 **SECOND CAUSE OF ACTION**

5 **For Failure To Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

8 **and Against All Defendants)**

9 61. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 62. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
14 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
15 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
16 Members.

17 63. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked.

19 64. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
20 commission is the minimum wage to be paid to employees, and the payment of a less wage than
21 the minimum so fixed is unlawful.

22 65. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
23 including minimum wage compensation and interest thereon, together with the costs of suit.

24 66. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
26 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS.

1 67. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that denies accurate compensation to PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

5 68. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately calculated the correct time worked and consequently underpaid the actual time
7 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
8 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
9 benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 69. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
13 receive the correct minimum wage compensation for their time worked for DEFENDANT.

14 70. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
15 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
16 Members to work without paying them for all the time they were under DEFENDANT's
17 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they
19 were entitled to, constituting a failure to pay all earned wages.

20 71. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
22 CLASS for the true time they worked, PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
24 injury in amounts which are presently unknown to them and which will be ascertained
25 according to proof at trial.

26 72. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
28 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,

1 to not pay employees for their labor as a matter of company policy, practice and procedure, and
2 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
3 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

4 73. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
6 all time worked and provide them with the requisite compensation, DEFENDANT acted and
7 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
9 their legal rights, or the consequences to them, and with the despicable intent of depriving them
10 of their property and legal rights, and otherwise causing them injury in order to increase
11 company profits at the expense of these employees.

12 74. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
14 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
15 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
16 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
17 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
19 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
20 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
21 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
22 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

23 **THIRD CAUSE OF ACTION**

24 **For Failure To Pay Overtime Compensation**

25 **[Cal. Lab. Code §§ 510, *et seq.*]**

26 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
27 **Defendants)**

28 75. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,

1 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
2 of this Complaint.

3 76. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
4 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
5 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
6 these employees for all overtime worked, including, work performed in excess of eight (8)
7 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
8 workweek.

9 77. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
10 public policy, an employer must timely pay its employees for all hours worked.

11 78. Cal. Lab. Code § 510 further provides that employees in California shall not be
12 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
13 unless they receive additional compensation beyond their regular wages in amounts specified
14 by law.

15 79. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
16 including minimum wage and overtime compensation and interest thereon, together with the
17 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
18 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

19 80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
21 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
22 including overtime work.

23 81. DEFENDANT's unlawful wage and hour practices manifested, without
24 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
25 implementing a policy and practice that failed to accurately record overtime worked by
26 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
27 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
28 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)

1 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
2 workweek.

3 82. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
5 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
7 of the California Labor Code, the Industrial Welfare Commission requirements and other
8 applicable laws and regulations.

9 83. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
11 receive full compensation for overtime worked.

12 84. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
13 from the overtime requirements of the law. None of these exemptions are applicable to the
14 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
16 subject to a valid collective bargaining agreement that would preclude the causes of action
17 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself
18 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
19 negotiable, non-waiveable rights provided by the State of California.

20 85. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
21 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
22 worked that they are entitled to, constituting a failure to pay all earned wages..

23 86. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
24 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
25 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
26 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
27 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
28 failed to accurately record and pay as evidenced by DEFENDANT's business records and

1 witnessed by employees.

2 87. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
3 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
4 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
5 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
6 injury in amounts which are presently unknown to them and which will be ascertained
7 according to proof at trial.

8 88. DEFENDANT knew or should have known that PLAINTIFF and the other
9 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
10 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
11 to not pay employees for their labor as a matter of company policy, practice and procedure, and
12 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
13 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

14 89. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
16 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
17 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
18 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
19 disregard for their legal rights, or the consequences to them, and with the despicable intent of
20 depriving them of their property and legal rights, and otherwise causing them injury in order
21 to increase company profits at the expense of these employees.

22 90. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
23 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
24 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
25 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
26 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
27 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
28 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time

1 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
2 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
3 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
4 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

5
6 **FOURTH CAUSE OF ACTION**

7 **For Failure to Provide Required Meal Periods**

8 **[Cal. Lab. Code §§ 226.7 & 512]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

11 91. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
12 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
13 of this Complaint.

14 92. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
15 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
16 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
17 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
18 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
19 duties for the legally required off-duty meal periods. As a result of their rigorous work
20 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
21 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
22 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
23 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
24 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
25 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
26 in some workdays in which these employees were required by DEFENDANT to work ten (10)
27 hours of work from time to time. As a result, PLAINTIFF and other members of the
28 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional

1 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

2 93. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
3 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
4 CLASS Members who were not provided a meal period, in accordance with the applicable
5 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
6 each workday that a meal period was not provided.

7 94. As a proximate result of the aforementioned violations, PLAINTIFF and
8 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
9 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
10 suit.

11
12 **FIFTH CAUSE OF ACTION**

13 **For Failure to Provide Required Rest Periods**

14 **[Cal. Lab. Code §§ 226.7 & 512]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
16 **Defendants)**

17 95. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
18 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
19 of this Complaint.

20 96. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
21 time to time required to work in excess of four (4) hours without being provided ten (10) minute
22 rest periods. Further, these employees from time to time were denied their first rest periods of
23 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
24 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
25 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
26 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
27 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
28 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other

1 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
2 periods by DEFENDANT and DEFENDANT's managers.

3 97. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
4 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
5 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
6 Order, one additional hour of compensation at each employee's regular rate of pay for each
7 workday that rest period was not provided.

8 98. As a proximate result of the aforementioned violations, PLAINTIFF and
9 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
10 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
11 suit.

12 **SIXTH CAUSE OF ACTION**

13 **For Failure to Provide Accurate Itemized Statements**

14 **[Cal. Lab. Code § 226]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
16 **Defendants)**

17 99. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 100. Cal. Labor Code § 226 provides that an employer must furnish employees with
21 an "accurate itemized" statement in writing showing:

- 22 (1) gross wages earned,
23 (2) total hours worked by the employee, except for any employee whose
24 compensation is solely based on a salary and who is exempt from payment of
25 overtime under subdivision (a) of Section 515 or any applicable order of the
26 Industrial Welfare Commission,
27 (3) the number of piecerate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis,
(4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
(5) net wages earned,
(6) the inclusive dates of the period for which the employee is paid,
(7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an

1 employee identification number other than a social security number may be shown on
2 the itemized statement,
3 (8) the name and address of the legal entity that is the employer, and
4 (9) all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee.

6 101. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
7 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
8 wage statements which failed to show, among other things, the correct gross and net wages
9 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
10 employees with an accurate itemized wage statement in writing showing, among other
11 things, gross wages earned and all applicable hourly rates in effect during the pay period and
12 the corresponding amount of time worked at each hourly rate. Aside, from the violations
13 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized
14 wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a
15 result, DEFENDANT from time to time provided PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code
17 § 226.

18 102. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
19 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
20 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
21 expended calculating the correct wages for all missed meal and rest breaks and the amount
22 of employment taxes which were not properly paid to state and federal tax authorities.
23 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
24 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
25 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
26 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
27 226, in an amount according to proof at the time of trial (but in no event more than four
28 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
CALIFORNIA LABOR SUB-CLASS herein).

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1 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
2 LABOR SUB-CLASS members for these expenses as an employer is required to do under
3 the laws and regulations of California.

4 106. PLAINTIFF therefore demands reimbursement for expenditures or losses
5 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
6 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
7 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

8
9 **EIGHTH CAUSE OF ACTION**

10 **For Failure to Pay Wages When Due**

11 **[Cal. Lab. Code §§ 201, 202, 203]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
13 **and Against All Defendants)**

14 104. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

17 105. Cal. Lab. Code § 200 provides, in relevant part, that:

18 As used in this article:

19 (a) "Wages" includes all amounts for labor performed by employees of
20 every description, whether the amount is fixed or ascertained by the
21 standard of time, task, piece, Commission basis, or other method of calculation.

22 (b) "Labor" includes labor, work, or service whether rendered or
23 performed under contract, subcontract, partnership, station plan, or other
24 agreement if the labor to be paid for is performed personally by the person
25 demanding payment.

26 106. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

107. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-

1 hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall
3 constitute the date of payment for purposes of the requirement to provide
4 payment within 72 hours of the notice of quitting.

5 108. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
6 SUB-CLASS Members' employment contract.

7 109. Cal. Lab. Code § 203 provides, in relevant part, that:

8 If an employer willfully fails to pay, without abatement or reduction, in
9 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid
12 or until an action therefor is commenced; but the wages shall not continue
13 for more than 30 days.

14 110. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
15 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
16 owed as required by law.

17 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
18 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
19 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
20 of pay as penalty for not paying all wages due at time of termination for all employees who
21 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
22 demands an accounting and payment of all wages due, plus interest and statutory costs as
23 allowed by law.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
26 severally, as follows:

27 1. On behalf of the CALIFORNIA CLASS:

- 28 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
B) An order temporarily, preliminarily and permanently enjoining and restraining
DEFENDANT from engaging in similar unlawful conduct as set forth herein;
C) An order requiring DEFENDANT to pay all wages and all sums unlawfully

1 withheld from compensation due to PLAINTIFF and the other members of the
2 CALIFORNIA CLASS; and,

3 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
4 for restitution of the sums incidental to DEFENDANT's violations due to
5 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

6 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

7 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of
8 Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
9 pursuant to Cal. Code of Civ. Proc. § 382;

10 B) Compensatory damages, according to proof at trial, including compensatory
11 damages for minimum and overtime compensation due PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
13 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
14 statutory rate;

15 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
16 in which a violation occurs and one hundred dollars (\$100) per each member of
17 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
18 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
19 an award of costs for violation of Cal. Lab. Code § 226;

20 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
21 the applicable IWC Wage Order;

22 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
23 1197;

24 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
25 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
26 costs of suit.; and,

27 G) The wages of all terminated employees in the CALIFORNIA LABOR
28 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: January 17, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 7

DECLARATION OF ANTHONY ROGERS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Mangaron v. Doctors Hospital of Manteca* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
25 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
26 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
27 for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administrating, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$7,250.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 1st day of September 2026, at Tustin, California.
14

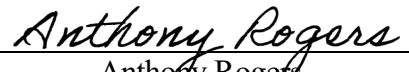
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

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: Doctors Hospital of Manteca
Friday, February 6, 2026

Requesting Attorney:

Brooke Wilkinson Waldrop, Esq.
Blumenthal Nordrehaug Bhowmik De Blouw LLP
brooke@bamlawca.com
858.260.8349

ILYM Group Contact:

Tony Rogers
ILYM Group, Inc.
TRogers@ilymgroup.com
626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	1,058
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:	\$1,481.32
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$4,998.68
Case Conclusion:	\$770.00

Estimated ILYM Fees & Expenses: \$7,250.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Doctors Hospital of Manteca

Friday, February 6, 2026

Requesting Attorney's Name: Brooke Wilkinson Waldrop, 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	\$325.00	1	\$325.00
Toll-Free Customer Service Representative	Flat Rate	\$376.32	1	\$376.32

**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 \$1,481.32

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	1,058	\$1,058.00
USPS First Class 1oz Postage	Per Piece	\$0.75	1,058	\$793.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	148	\$222.18
Preparation of Taxes	Hourly	\$150.00	4	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,998.68

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$770.00

Estimated ILYM Fees & Expenses: \$7,250.00

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.