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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAULA GONZALEZ, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

LANCASTER HOSPITAL
CORPORATION, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **22AVCV00254**

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

Hearing Date: May 28, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 614513906527

Judge: Hon. Michael C. Kelley

Dept.: A15

Action Filed: April 15, 2022

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

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

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor
12 and Workforce Development Agency (“LWDA”) on January 7, 2022 on behalf of Plaintiff
13 Gonzalez, requesting authorization from the LWDA to seek civil penalties as provided by the
14 Private Attorney General Act of 2004 (“PAGA”) for the claimed wage and hour violations
15 alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent to
16 investigate expired on March 14, 2022. On April 15, 2022, Plaintiff Gonzalez filed a
17 Representative Action Complaint in this Court against Defendant Lancaster Hospital
18 Corporation alleging a single cause of action for recovery of civil penalties for Violation of
19 the PAGA [Labor Code §§ 2698, *et seq.*]. Defendant subsequently compelled Plaintiff’s
20 individual PAGA claim to arbitration, and the non-individual PAGA claims were stayed in
21 this Court pending the outcome of such individual arbitration. Plaintiff and Defendant agreed
22 to mediate the action on a global basis (inclusive of Plaintiff’s individual PAGA claims and
23 the non-individual PAGA claims) with Tripper Ortman, Esq. Prior to the mediation, the Parties
24 conducted significant investigation and discovery of the facts and law. Defendant produced
25 hundreds of documents relating to its policies, practices, and procedures regarding paying non-
26 exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
27 operations policies, and more. Plaintiff was provided with sufficient records and data to

1 determine the number of PAGA Employees and the number of pay periods in the PAGA
2 Period. The Parties agree that the above-described investigation and evaluation, as well as the
3 information exchanged during the settlement negotiations, are more than sufficient to assess
4 the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
5 Plaintiff's theories of PAGA liability alleged that Defendant *inter alia* failed to pay Plaintiff
6 and other PAGA Employees for all compensable time, such as pre-shift off the clock work.
7 For example, Plaintiff, who alleges her experience was typical of other PAGA Employees,
8 began her workday with an alleged off the clock temperature check. The alleged off the clock
9 work continued with walking time, obtaining and donning personal protective equipment (e.g.,
10 mask), and the requirement to stow personal belongings in a locker before clocking in.
11 Plaintiff also alleged that Defendant required Plaintiff and other PAGA Employees to stay on
12 duty during meal and rest periods. Plaintiff and other PAGA Employees also had to respond
13 to supervisors while off the clock on their personal cell phone regarding work-related issues
14 but were not paid for this time nor were they reimbursed for the expenses they incurred.
15 Moreover, Plaintiff alleged that Defendant rounded work time to the quarter hour, rounded
16 meal periods and failed to pay for all meal period violations. On October 10, 2023, the Parties
17 engaged in an all-day mediation session before Mediator Ortman, a respected and experienced
18 mediator knowledgeable of both the wage and hour laws and representative claims at issue in
19 this action. Through arm's-length negotiations with the assistance of the mediator, the Parties
20 reached an agreement to settle the individual and non-individual PAGA claims in this action
21 which led to the signing of a Memorandum of Understanding memorializing the settlement.¹
22 The settlement was negotiated in light of all known facts and circumstances and the uncertainty

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

1 associated with litigation – including the risk of Plaintiff not being able to maintain non-
2 individual PAGA claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
3 merits of Defendant’s potential defenses, and the significant delay and potential appellate
4 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
5 the assistance of Mediator Ortman.

6 4. The claim before this Court is solely the representative claim under PAGA on
7 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have
8 agreed to settle this PAGA claim in its entirety after investigation and an arm’s length
9 mediation session. The PAGA settlement is subject to Court approval consistent with Labor
10 Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides
11 for a “Gross PAGA Settlement Amount” payment in the amount of \$815,000 to resolve the
12 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA
13 Settlement of \$815,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
14 Payment”) in the amount of \$271,666 (which is one-third of the PAGA Settlement),
15 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
16 amount not to exceed \$25,000, an enhancement award of \$10,000 (“Enhancement Award”)
17 and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed
18 \$12,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these deductions, the amount remaining is the
19 “PAGA Payment”, which is estimated to be no less than \$496,334. Of the PAGA Payment
20 amount, seventy-five percent (75%) (no less than \$372,250.50) will be paid to the LWDA and
21 the remaining twenty-five percent (25%) (no less than \$124,083.50) will be paid to the PAGA
22 Employees (Agreement at ¶ 3.2.3). “PAGA Employees” means all non-exempt employees of
23

24 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
25 Payment less than the amounts requested, the Administrator will allocate the remainder of these
26 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
27 Expenses are less, or the Court approves payment less than \$12,000, the Administrator will allocate
28 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Enhancement
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, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.4).

1 Defendant employed during the PAGA Period. The PAGA Period is the period from April
2 15, 2021 through January 8, 2024. (Settlement Agreement at ¶¶ 1.4, 1.24). The Individual
3 PAGA Payment for each PAGA Employee shall be based on the number of pay periods each
4 PAGA Employee worked during the PAGA Period as a PAGA Employee, as a percentage of
5 the total pay periods worked by all PAGA Employees during the PAGA Period.³ The PAGA
6 Period is the time period from April 15, 2021 through January 8, 2024. (Agreement at ¶ 1.24).
7 For mediation, Defendant represented that there are approximately 1,945 PAGA Employees
8 who collectively worked approximately 66,182 pay periods during the PAGA Period.
9 (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall be entitled to a
10 release from the PAGA Employees for any “Released PAGA Claims”, which means all claims
11 under state law that were alleged or that could have been alleged based on the facts asserted in
12 the PAGA Case, the LWDA Letter filed on behalf of Plaintiff, dated January 7, 2022, and the
13 PAGA claims identified as set forth below that occurred during the PAGA Period (collectively
14 the “Released PAGA Claims”). (Agreement at ¶5.2). The Released PAGA Claims expressly
15 exclude claims for vested benefits, wrongful termination, violation of the Fair Employment
16 and Housing Act, unemployment insurance, disability, social security, workers’ compensation,
17 California class claims, and PAGA claims outside of the PAGA period. (*Id.*)

18 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
19 (\$271,666), an Enhancement Award of up to \$10,000 to Plaintiff in exchange for her general
20 release of all claims, and PAGA Counsel Litigation Expenses in an amount not to exceed
21 \$25,000 will also be paid to PAGA Counsel as part of the settlement in accordance with
22 California Labor Code § 2699(g)(1), as set forth in the Agreement.⁴ Lastly, payment to the
23 Administrator in an amount not to exceed \$12,000 to perform the administrative duties to
24

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

⁴ As set forth below in paragraph 9, PAGA Counsel incurred costs in the current amount of \$ [REDACTED],
which is less than the cost allocation in the Settlement Agreement.

1 distribute the settlement money shall also be paid.

2 6. As experienced counsel, we believe that the PAGA Settlement is fair and
3 reasonable and therefore should be approved in light of Defendant's potential defenses to the
4 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
5 Settlement Amount of \$815,000, which Plaintiff posits is more than other PAGA settlements
6 as it constitutes approximately \$12 per pay period. This PAGA Settlement amount compares
7 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
8 Plaintiff contends she calculated that the maximum amount of statutory PAGA civil penalties
9 was potentially \$6,618,200 based on 66,182 pay periods applicable to the PAGA Employees
10 during the PAGA Period.⁵ Importantly, however, these calculations were performed at the
11 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
12 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award
13 a lesser amount than the maximum civil penalty if based on the facts and circumstances to do
14 otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."
15 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed
16 a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
17 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
18 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
19 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
20 only \$330,910, which is far less than this settlement provides.

21 7. Here, Plaintiff would need to prove that each PAGA Employee suffered a
22 violation for each period the employee worked in relation to meal or rest period violations,
23 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
24 accurate itemized wage statements, failure to maintain records, failure to reimburse employees

25 _____
26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$6,618,200 is Plaintiff's calculation of the alleged civil penalty amounts without stacking.
28 If stacking were permitted, then Plaintiff's valuation increases with each additional penalty added to
each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking, and
in the cases cited herein, only one penalty per pay period was assessed.

1 for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiff
2 and the PAGA Employees were properly compensated at all times relevant, and that it did not
3 violate the Labor Code in any respect. Accordingly, Defendant disputes and categorically
4 denied and continues to deny Plaintiff's allegations and claims asserted in both the PAGA
5 Notice and the Operative Complaint, all which are nonetheless resolved by the Agreement.
6 Defendant asserted additional defenses to the PAGA claims, not only as to liability but also as
7 to the amount of the penalties. Defendant argued that no penalties prior to the PAGA
8 notification should be awarded because the violations were not intentional, and at least one
9 Court has so ruled. These and other defenses present a significant risk to the PAGA claims
10 and the potential that some or all of the PAGA penalties sought may not be awarded. Given
11 Defendant's potential defenses to the violations at issue, the risks and costs of continued
12 litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable.
13 Defendant has similarly concluded that it is desirable that the action is settled in the manner
14 and upon the terms and conditions set forth in the Agreement in order to avoid further expense,
15 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
16 litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims
17 in this action and solely for purposes of the settlement and approval of same, Defendant
18 acknowledges the PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have
19 significant experience litigating wage and hour claims including claims for PAGA penalties,
20 and the PAGA Settlement here is similar to or greater than similar settlements that courts have
21 approved. The PAGA Settlement, along with the other terms of the proposed settlement, were
22 negotiated by experienced counsel at arm's length with the assistance of a private mediator,
23 Tripper Ortman. As set forth in the accompanying proof of service, the LWDA has been
24 provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
25 the PAGA Settlement and not oppose the motion should be given considerable weight. This
26 is not a situation where the Court needs to be concerned about the rights of absent employees
27 as in a class settlement, as this PAGA-only settlement does not release the individual claims

1 of absent employees other than PAGA claims, and the LWDA is a sophisticated government
2 entity that is more than able to look out for its own rights.

3 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
4 the amount of \$271,666 representing one-third of the \$815,000 Gross PAGA Settlement
5 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
6 is supported by several factors. First, the requested fees are justified by the result achieved.
7 PAGA Counsel negotiated a recovery of \$815,000.00, and this result justifies the requested
8 fees equal to one third of this recovery. This percentage is within the standard contingent
9 recovery percentage of one-third, and this percentage is what was expressly approved by the
10 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
11 award is justified by the work performed and contributions to the case. As detailed below, the
12 fee award represents PAGA Counsel's current lodestar in both court and arbitration of
13 \$195,183.75 with a reasonable multiplier of less than 1.4, with additional work still to be
14 performed such that the multiplier will ultimately be even less. As detailed in the
15 accompanying billing statement, true and correct copies of which is attached hereto as Exhibit
16 #2, the current lodestar for my firm in this court matter as of March 28, 2024 is \$161,121.25
17 for more than 217 hours of work prosecuting the claims being resolved by this Settlement.⁶
18 In addition, my firm incurred an additional \$34,062.50 in lodestar from 48 hours of work
19 incurred in litigating the individual PAGA claim in arbitration as ordered by this Court. This
20 time does not include time incurred after the billing was finalized and the time spent managing
21 the completion of the settlement, which I estimate will add another \$10,000 to \$20,000 in
22 additional lodestar. Third, the consideration of the enhancement factors justifies the
23 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk
24 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the
25 issues involved.

26 _____
27 ⁶ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
28 so Exhibit #2 consists of two billing statements, the first from Tussman covers work from
inception to June 2022, and the second from Clio covers work from June 2022 to the present.

9. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff and PAGA Counsel, which currently are \$24,833.69. Under the Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of \$24,833.69 which is less than the \$25,000 allocation for costs in the Settlement Agreement, so the difference of \$166.31 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of \$24,833.69 were all reasonably necessary to the litigation and are detailed in Exhibit #2 attached hereto.⁷

Experience and Qualifications

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

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

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

1 the subject of class actions in the California Court of Appeals resulting in the opinions handed
2 down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal.
3 Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration
4 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
6 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate
7 Reversal, and I received an award from the Daily Journal as Top Labor & Employment
8 Attorney 2016.

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

1 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
2 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA*,
3 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
4 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
5 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
6 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
7 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
8 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and,
9 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*
10 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based
11 upon our significant experience litigating claims for PAGA penalties, the opinion of
12 experience counsel is that this is an excellent settlement and the PAGA Payment here is greater
13 on a per pay period basis than similar settlements that my firm has previously negotiated, and
14 which courts have approved.

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

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

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

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

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

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

14. Settlement Administration – ILYM Group was selected as the Settlement Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses in the amount of \$10,174.55. The Declaration of Lisa Mullins verifying their qualifications and the estimate is submitted herewith. I have used ILYM Group successfully as the administrator in more than twenty prior settlements in the last couple years and know them to be competent and experienced.

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

16. Service Award – The Settlement Agreement provides for the Plaintiff to receive a service award in the amount of \$10,000. The service of the Plaintiff on behalf of the Aggrieved Employees and the LWDA justifies this award and is detailed in the accompanying Declaration of Paula Gonzalez. Courts routinely award service awards in the amount of \$10,000 in PAGA settlements. See e.g. *Connelly v. Starbucks Corp.*, No. 1:21-cv-00746-SAB, 2023 U.S. Dist. LEXIS 175711, at *35 (E.D. Cal. Sep. 28, 2023) (granting incentive award of

1 \$10,000 in a PAGA Settlement).

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3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed this 28th day of March, 2024, at San Diego, California.

5 /s/ Kyle Nordrehaug
6 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Paula Gonzalez (“Plaintiff”) and defendant Lancaster Hospital Corporation dba Palmdale Regional Medical Center (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s non-individual PAGA lawsuit alleging wage and hour violations against Defendant captioned *Paula Gonzalez v. Lancaster Hospital Corporation* (22AVCV00254) initiated on April 15, 2022 and pending in Superior Court of the State of California, County of Los Angeles. “PAGA Arbitration” means the individual PAGA arbitration entitled *Gonzalez v. Lancaster Hospital Corporation* which is pending in the American Arbitration Association (AAA Case No. 01-22-0004-1931) before the Hon. B. Scott Silverman (Ret.). The Action and the PAGA Arbitration are collectively referred to as the “PAGA Case”.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “PAGA Employees” means all non-exempt employees of Defendant employed at any time from April 15, 2021, to the earlier of either: (1) the date settlement approval of the Action is granted by the Court; or (2) January 8, 2024.
- 1.5. “PAGA Employees Data” means PAGA Employees’ identifying information in Defendant’s possession including each PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Employees Address Search” means the Administrator’s investigation and search for current PAGA Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA

Settlement.

- 1.8. "Court" means the Superior Court of California, County of Los Angeles.
- 1.9. "Defendant" means named Defendant Lancaster Hospital Corporation.
- 1.10. "Defense Counsel" means Stacey E. James and Kara Adelle Ritter Cole of the law firm Littler Mendelson, P.C.
- 1.11. "Enhancement Award" means the total amount up to \$10,000 to be paid to Plaintiff in exchange for a general release of claims against the Released Parties, as defined herein, subject to the Court's approval.
- 1.12. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- 1.13. "Gross PAGA Settlement Amount" means the total sum of \$815,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Award and the Administrator Expenses.
- 1.14. "Individual PAGA Payment" means a 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.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the PAGA Case.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s January 7, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award and Administration Expenses Payment, which after these amounts are deducted is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Employees and the remaining 75% to the LWDA in settlement of all PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from April 15, 2021, to the earlier of either: (1) the date settlement approval of the Action is granted by the Court; or (2) January 8, 2024.
- 1.25. “Plaintiff” means Paula Gonzalez, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means (i) Defendant; (ii) each of Defendant’s past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant including but not limited to UHS of Delaware, Inc. and Universal Health Services, Inc.; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and

assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

- 1.28. “Settlement” means the disposition of the PAGA Case effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On April 15, 2022, Plaintiff commenced this 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.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On October 4, 2022, Paula Gonzalez submitted a Demand for Arbitration to the American Arbitration Association against Lancaster Hospital Corporation including individual PAGA claims. The Arbitration Case is currently pending before the Hon. B. Scott Silverman (Ret.). Lancaster Hospital Corporation denies the allegations in the Arbitration Case, denies any failure to comply with the laws identified in the complaint in the Arbitration Case, and denies any and all liability for the causes of action alleged.
- 2.3. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On October 10, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. which led to this Agreement to settle the PAGA Case.
- 2.6. Prior to mediation, Plaintiff obtained, through both formal discovery in the Arbitration Case and additional 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, a sampling of PAGA Employees time and payroll records, and more.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$815,000.00 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the PAGA Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Award and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$271,666 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,000, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Employees: PAGA Payment in the amount of not less than \$496,334.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$372,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$124,083.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of the 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. 100% of the Individual PAGA Payments paid to the PAGA Employees will be treated as 1099 income for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees will not be required to submit a claim form to participate in the settlement. The PAGA Employees identified by Defendant will receive a Notice containing information about the settlement. PAGA Employees may not opt out of the PAGA settlement.

3.2.4 Plaintiff's Enhancement Award: Plaintiff shall request from the Court an Enhancement Award in the amount of \$10,000.00 in exchange for a general release of claims against the Released Parties as set forth in §5.1 below. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for an Enhancement Award in this amount. In the event the Enhancement 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, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Enhancement Award shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. Based on a review of its records, Defendant estimates there are 1,945 PAGA Employees who worked a total of 66,182 PAGA Pay Periods from April 15, 2021 to October 10, 2023.

4.2. PAGA Employee Data. Within fifteen (15) days after entry of the Approval Order, Defendant will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee' privacy rights, the Administrator must maintain the PAGA Employees Data in confidence, use the PAGA Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employees Data to Administrator employees who need

access to the PAGA Employees Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employees Data omitted employee identifying information and to provide corrected or updated PAGA Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employees Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employees Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than the first business day fourteen (14) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Award, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them 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 Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Employee 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 Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The 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.

4.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the absent PAGA Employee, subject to Court approval.

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

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

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by PAGA Employees:

All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims under state law that were alleged or that could have been alleged based on the facts asserted in the PAGA Case, the LWDA Letter filed on behalf

of Plaintiff, dated January 7, 2022, and the PAGA claims identified as set forth below that occurred during the PAGA Period (collectively the “Released PAGA Claims”). This includes any claims for civil penalties that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the operative complaint or LWDA Letter, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226 *et seq.*, 226(a), 226.7, 227.3, 246, 510, 511, 512, 516, 558(a)(1)(2), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), and the applicable IWC Wage Orders, including Wage Order 5, and for interest, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, that occurred during the PAGA Period for the following:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, alternative workweek schedules, etc.);
- b. Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay;
- c. Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay;
- d. Any claim for alleged failure to provide reimbursements for business related expenses, expressly including but not limited to cell phone use and home office expenses;
- e. Any claim for alleged failure to pay wages timely during employment or upon termination of employment;
- f. Any claim for alleged failure to provide all/accurate information required to be on wage statements or to maintain records required by the California Labor Code.

The Released PAGA Claims expressly excludes claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel:

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

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel, not later than 14 calendar days before filing, all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Employees 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, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the

Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that there are 1,945 PAGA Employees who worked 66,182 Pay Periods during the period from April 15, 2021 through October 10, 2023. If it is determined that the total number of pay periods collectively worked by the PAGA Employees during the PAGA Period is more than 10% greater than 66,182, then Defendant will have the option to either (i) allow the Gross PAGA Settlement Amount to increase on a pro rata basis above 10% to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by 11%, the Gross PAGA Settlement Amount will increase by one (1) percent), or (ii) shorten the PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the number of pay periods of more than 10%.

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

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted in the PAGA Case; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the PAGA Case 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 PAGA Case, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA Case will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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 Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Tripper Ortman, for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Publicity, Confidentiality, Non-Disparagement:
- a. Communication by Counsel: Plaintiff's counsel agrees not to solicit putative PAGA Employees, initiate or contact or have any communications with the putative PAGA Employees during the settlement approval process. Nothing will prevent Plaintiff's counsel from responding to inquiries from putative PAGA Employees, if any.
 - b. No Media: No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or her counsel at any time.

- c. Confidentiality: Other than required Court filings and/or submissions to the LWDA necessary to secure Court approval of this settlement, PAGA Counsel agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, PAGA Counsel shall provide no other statement than “the matter has been resolved.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- d. Non-Disparagement: Other than in proceedings with the Court necessary to effectuate approval of the settlement, including a declaration from Plaintiff in support of the Enhancement Award, Plaintiff agrees not to disparage Defendant or any of the Released Parties by any means, including but not limited to (i) postings to blogs, social media, industry websites, employer review websites (for example, Glassdoor or Indeed), consumer review websites (for example, Google Reviews or Yelp), or (ii) communications with media, journalists or reporters. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.
- e. Liquidated Damages: The Parties agree that if a breach by Plaintiff of subsections (b), (c) or (d) above were to occur, it would be difficult to determine actual damages. Based on what is presently known, Defendant and Plaintiff agree that \$2,000 is a reasonable estimate of the damages that would accrue if a breach occurred in the future. This amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.

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

- 10.13 Destruction of Confidential Information: Upon distribution of all settlement funds, the parties shall destroy all confidential documents related to the Complaint in Court and/or in Arbitration, the Action, the PAGA Arbitration and this settlement. Within twenty-one (21) days of the distribution of all funds, PAGA Counsel shall confirm in writing that it has returned or destroyed all Defendant's confidential information, including the employee roster and any and all time and/or payroll information that was exchanged informally related to the PAGA Employees.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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

To Defendant: Stacey E. James
sjames@littler.com
Kara Adelle Ritter Cole
kcole@littler.com
LITTLER MENDELSON, P .C.

501 W. Broadway, Suite 900
San Diego, CA 92101
Phone: (619) 232-0441
Facsimile: (619) 232-4302

10.17 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. Original (not electronic) signatures are required by the Parties on this Agreement, except that this Agreement may be executed in one or more counterparts delivered by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

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

10.20 Dismissal of the PAGA Arbitration. Within three (3) business days of receiving notice that the Gross PAGA Settlement Amount has been funded by Defendant and after Defendant has paid Plaintiff the Individual Settlement, Plaintiff shall cause to be filed with the AAA a dismissal of the Arbitration Case with prejudice.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: March 11, 2024

Paula Gonzalez

Plaintiff Paula Gonzalez

Dated: 3/13/24



Nana Deeb, CEO

Authorized Signatory for Defendant Lancaster Hospital
Corporation dba Palmdale Regional Medical Center

Dated: 3/12/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Stacey E. James
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

MARCH 28, 2024

PAULA GONZALEZ

RE: LANCASTER HOSPITAL CORPORATION
FILE NUMBER: CA2576.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/01/21	ND	REVIEW ORIGINAL INTAKE NOTES. REVIEW AND ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND OVERVIEW OF CLAIMS.	3.70	850	3,145.00
12/05/21	ND	REVIEW DOCS AND EMAILS FROM PLAINTIFF REGARDING RETALIATION AND DFEH CLAIMS. LEGAL RESEARCH REGARDING THE SAME, ANALYZE RECENT COURT OPINIONS. REVIEW AND ANALYZE CLAIMS.	3.90	850	3,315.00
12/15/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	4.50	850	3,825.00
12/17/21	ND	REVIEW FACTS AND LAW. DRAFT ORIGINAL COMPLAINT.	4.70	850	3,995.00
12/22/21	ND	REVIEW SICK PAY AND VACATION PAY CLAIMS. CALL WITH PLAINTIFF. LEGAL RESEARCH REGARDING THE SAME.	2.60	850	2,210.00
01/04/22	ND	DRAFT COMPLAINT. SEND TO	4.50	850	3,825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFF FOR APPROVAL. CALL WITH PLAINTIFF. REVIEW AND REVISE COMPLAINT PER PLAINTIFF'S INSTRUCTIONS. FINALIZE COMPLAINT.			
01/05/22	ND	REVIEW COMPLAINT AND PAY STUBS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	2.10	850	1,785.00
01/06/22	ND	REVIEW FACTS AND LAW. DRAFT INTERNAL CASE NOTES MEMO.	2.00	850	1,700.00
02/15/22	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CALL WITH PLAINTIFF TO DISCUSS FACTS SURROUNDING THE SIGNING OF THE AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY AND ENFORCEABILITY.	3.90	850	3,315.00
03/08/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
03/16/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
03/23/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
03/23/22	RE	REVIEW & ANALYZE EMPLOYMENT DOCUMENTS; 1198.5 RESPONSE	2.50	675	1,687.50
03/24/22	RE	REVIEW & ANALYZE ARBITRATION AGREEMENT; EMAIL TO KN RE CLASS ACTION WAIVER ISSUES	0.40	675	270.00
03/30/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
03/30/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION	0.60	675	405.00
03/30/22	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF. REVIEW COURT DOCKET AND CASE FILE.	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/31/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.75	675	506.25
04/15/22	RE	REVIEW REJECTION NOTICE; RE-FILE COMPLAINT IN LA SUP CT.	0.50	675	337.50
04/19/22	RE	REVIEW COURT-RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
04/19/22	RE	UPLOAD PAGA ONLY COMPLAINT & PAGA COMPLAINT INFORMATION TO LWDA WEBSITE; FILE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
05/24/22	RE	REVIEW FILE; EMAIL TO OPC/J. HILL RE SERVICE OF PROCESS OF COMPLAINT RE NOTICE & ACK OF RECEIPT	0.30	675	202.50
05/26/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; DRAFT NOR; EMAIL TO D/C COUNSEL W NOTICE & ACKNOWLEDGMENT OF RECEIPT; INSTRUCT STAFF TO SEND HARD COPY PER CODE	0.70	675	472.50

TOTAL BILLED HOURS

NICK DEBLOUW	33.90 hr @ 850.00	\$ 28,815.00
RICO EHMANN	11.65 hr @ 675.00	\$ 7,863.75
SCOTT BLUMENTHAL	5.60 hr @ 450.00	\$ 2,520.00

TOTAL PROFESSIONAL SERVICES

51.15

\$ 39,198.75

COSTS ADVANCED

01/07/22	PAGA FILING FEE	75.00
04/11/22	ONELEGAL/FILING FEE	12.87
TOTAL COSTS ADVANCED		\$ 87.87

TOTAL CURRENT CHARGES	<u>\$ 39,286.62</u>
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Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/28/2024
Due On: 04/27/2024

Paula Gonzalez
13026 Santa Loma Loane (updated 3/25/2024)
Victorville, CA 92392

CA2576

Lancaster Hospital Corporation

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/24/2022	Prepare POS-010 proof of service of summons; attach Notice & Acknowledgment of Receipt; file in LA Sup. Ct.; email to team re post-service written discovery	0.70	\$675.00	\$472.50
Service	07/21/2022	Review legal and factual claims; draft correspondence to Def. re Def. motion to compel arb.	0.50	\$750.00	\$375.00
Service	08/01/2022	Review and analyze Def. motion to compel arb.	1.00	\$750.00	\$750.00
Service	08/24/2022	Review and analyze Def. MTC Arb; draft opposition to Def. MTC Arb.	5.50	\$750.00	\$4,125.00
Service	08/29/2022	Review and revise opposition to motion; review research from PM; advise PM	1.00	\$950.00	\$950.00
Service	08/29/2022	Review and revise opposition to MTC arbitration; legal research re the same.	4.00	\$750.00	\$3,000.00
Service	08/29/2022	Research case and claims, evaluate status of meet and confer, review prior correspondence in action, review motion to compel status	1.00	\$550.00	\$550.00
Service	08/29/2022	Analyze case status, review case notes, draft CMC St., prep POS, filed	1.00	\$550.00	\$550.00
Service	08/30/2022	Finalize opposition to MTC Arb; draft/finalize supporting declaration and exhibits; file and serve.	2.50	\$750.00	\$1,875.00
Service	08/31/2022	Prepare for and conduct meet and confer t/c with OPC	1.00	\$550.00	\$550.00

re CMC					
Service	08/31/2022	Analyze Motion to Compel arbitration and implications re same	0.75	\$550.00	\$412.50
Service	09/01/2022	Evaluate correspondence from OPC, new rep and record request	0.50	\$550.00	\$275.00
Service	09/09/2022	Schedule remote appearance re MTC arb.	0.20	\$250.00	\$50.00
Service	09/12/2022	Review and analyze tentative ruling re MTC Arb.	0.50	\$750.00	\$375.00
Service	09/13/2022	Court appearance - motion to compel arbitration; review motion and prepare for hearing; review tentative ruling	1.50	\$950.00	\$1,425.00
Service	09/13/2022	Prepare for and appear for hearing re motion to compel arbitration; review upcoming dates and case notes.	1.00	\$750.00	\$750.00
Service	12/30/2022	File and serve cmc statement in arb.	0.40	\$250.00	\$100.00
Service	02/24/2023	Draft arb. discovery requests.	1.50	\$250.00	\$375.00
Service	03/03/2023	Draft discovery requests, based on indiv. arb claims.	1.10	\$250.00	\$275.00
Service	04/07/2023	Serve depo. objection.	0.20	\$250.00	\$50.00
Service	04/18/2023	Draft: draft statement re arbitration; review arbitration; review court's orders and docket; finalize	0.70	\$750.00	\$525.00
Service	04/18/2023	File and serve CMC statement.	0.30	\$250.00	\$75.00
Service	04/19/2023	Review and Revise: review and revise CMC statement; advise GG	0.60	\$750.00	\$450.00
Service	05/03/2023	court appearance at CMC; prepare; review status of arbitration; advise PM	1.90	\$750.00	\$1,425.00
Service	09/01/2023	Serve notice of case reassignment.	0.20	\$250.00	\$50.00
Service	09/11/2023	Review and analyze legal and factual issues; review and analyze Def. document production and create exhibit book; review and analyze client payroll and time records.	3.50	\$750.00	\$2,625.00
Service	09/12/2023	Review Def's position re sampling, correspond with OPC re same	0.50	\$550.00	\$275.00
Service	09/12/2023	Research claims and status of arbitration, review P's documents to ensure electronic data received - email opc re same	1.50	\$550.00	\$825.00
Service	09/13/2023	Correspondence with Opposing Counsel: correspondence re stipulation and continuance; review scheduling order; review discovery and documents; advise PM	1.60	\$750.00	\$1,200.00
Service	09/15/2023	Review and analyze data produced for mediation purposes. Analyze discovery to date. Review court	4.80	\$850.00	\$4,080.00

		docket and case file. Prepare for mediation.			
Service	09/22/2023	Review and analyze all pay stubs exemplars for 226(a) and regular rate violations. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	09/25/2023	Review status of mediation document production from Defendant and advise CJ re the same; review and analyze Def. documents.	1.00	\$750.00	\$750.00
Service	09/25/2023	Evaluate complaint - paga only, review arb agreement issue and case notes in preparation for drafting mediation data and doc request	1.00	\$550.00	\$550.00
Service	09/25/2023	Analyze docs in Def file, create exhibits for exhibit book	1.50	\$550.00	\$825.00
Service	09/25/2023	Draft and revise mediation data and document demand	1.00	\$550.00	\$550.00
Service	09/25/2023	Conference with Plaintiff regrading background facts for mediation brief and settlement authority. Legal research regarding Cal. Lab. Code 204 claims and vacation pay claims. Analyze Defendant's written policies.	3.50	\$850.00	\$2,975.00
Service	09/28/2023	Evaluate status of documents received in preparation for mediation, review payroll records and policy docs	1.00	\$550.00	\$550.00
Service	09/28/2023	Review status of expert receipt of docs, research prior correspondence related thereto, advise TG to ensure expert has access	0.50	\$550.00	\$275.00
Service	09/28/2023	Begin drafting mediation brief. Call with Plaintiff to discuss 2802 and rest break claims.	4.90	\$850.00	\$4,165.00
Service	10/02/2023	Speak with client in advance of mediation, analyze individual claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/02/2023	Review/analyze Mediation Prep chart. Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	10/02/2023	Review case and COAs in preparation for annotating document review for mediation, evaluate arbitration agreement issue and status of arb	1.00	\$550.00	\$550.00
Service	10/02/2023	Continue evaluation of claims and review p wage statements 1198 response, create exhibit	1.00	\$550.00	\$550.00
Service	10/02/2023	Continue evaluation of claims and review p time records and relevant policies 1198 response, create exhibit	1.00	\$550.00	\$550.00
Service	10/02/2023	Legal research regarding previous PAGA settlements against hospitals with similar pay periods and claims. Discuss with Partners.	3.20	\$850.00	\$2,720.00
Service	10/03/2023	Review complaint, case notes and client evaluation sheet in preparation for annotating what is needed from Plaintiff for mediation	1.00	\$550.00	\$550.00

Service	10/03/2023	Annotate what is needed from Plaintiff for mediation, determine if outlier claims can be mediated, correspond with Plaintiff re same	1.00	\$550.00	\$550.00
Service	10/04/2023	Review/analyze Case Analysis Worksheet. Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	10/05/2023	Speak with client about claims, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/05/2023	Evaluate Plaintiff's responses to my questions to Plaintiff, annotate, draft continued questions	1.00	\$550.00	\$550.00
Service	10/06/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/06/2023	Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	10/06/2023	Evaluate Defendant's positions with respect to the PAGA period. Research P's PAGA period versus the period Defendant contends, review CCP section 340	1.00	\$550.00	\$550.00
Service	10/06/2023	Research Brown v Ralphs case for information regarding proper PAGA period	1.00	\$550.00	\$550.00
Service	10/06/2023	Research Esperanza case for information regarding proper PAGA period, draft correspondence memo and separate email to OPC	0.75	\$550.00	\$412.50
Service	10/09/2023	Review case law in motion to strike (Lindcare case) for purposes of PAGA period clarification	1.00	\$550.00	\$550.00
Service	10/09/2023	Review and analyze mediation brief and all exhibits attached thereto. Analyze expert damage and penalty report analysis. Review case demographics, draft MOU for mediation.	3.20	\$850.00	\$2,720.00
Service	10/10/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	10/10/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	10/13/2023	Draft/send corr to defense attorney re MOU. Analyze progress of complying w/ terms of MOU / court deadlines.	2.00	\$895.00	\$1,790.00
Service	10/17/2023	Review status of finalizing settlement. Draft/send follow up corr. Draft long form.	2.00	\$895.00	\$1,790.00
Service	10/20/2023	Draft: draft CMC statement; review correspondence between parties; review court's docket and orders; finalize	2.10	\$750.00	\$1,575.00
Service	10/20/2023	File and serve CMC statement	0.40	\$250.00	\$100.00
Service	10/24/2023	Review mediation notes. Review and analyze MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and timing of payout.	1.40	\$850.00	\$1,190.00

Service	11/08/2023	Review & analyze MOU	0.75	\$675.00	\$506.25
Service	11/08/2023	Begin drafting long form PAGA Settlement Agreement	2.00	\$675.00	\$1,350.00
Service	11/09/2023	Draft long form PAGA settlement Agreement	4.00	\$675.00	\$2,700.00
Service	11/10/2023	Draft long form Individual Settlement Agreement	3.00	\$675.00	\$2,025.00
Service	11/10/2023	Review & finalize PAGA and Individual Settlement Agreements; email to OPC re draft Agreements; email to KN re obtaining Admin estimates	1.00	\$675.00	\$675.00
Service	11/11/2023	Review draft Agreement; review emails from RE; memos to Admins re estimates	1.00	\$950.00	\$950.00
Service	12/01/2023	Review file; follow up with OPC re status of long form Agreements review/proposed changes	0.30	\$675.00	\$202.50
Service	12/15/2023	Review file; follow up w OPC re draft Agreement revisions	0.30	\$675.00	\$202.50
Service	01/09/2024	Review case file for stipulation re scheduling order, review emails re settlement.	0.20	\$250.00	\$50.00
Service	01/18/2024	Review & analyze redline edits to long form Agreement; draft memo to KN re suggested edits and acceptance of redline edits	2.00	\$675.00	\$1,350.00
Service	01/25/2024	Review & analyze OPC draft of Individual Agreement; email to KN re draft Agreement	1.50	\$675.00	\$1,012.50
Service	02/29/2024	Review Defendant's revisions to agreement, and RE comments; review and revise Agreement; prepare redlines and email Defendant	2.00	\$950.00	\$1,900.00
Service	03/11/2024	Review file; begin drafting motion to approve PAGA Settlement	2.00	\$675.00	\$1,350.00
Service	03/11/2024	Review settlement agreement and exhibits. Review terms for conformity with MOU. Send to Plaintiff for signature, Call to discuss terms and settlement approval process.	1.30	\$850.00	\$1,105.00
Service	03/12/2024	Finish drafting motion to approve PAGA Settlement; email to KN re draft motion	4.75	\$675.00	\$3,206.25
Service	03/12/2024	Draft proposed order/judgment re motion to approve PAGA Settlement; email to KN re draft proposed order	1.00	\$675.00	\$675.00
Service	03/12/2024	Review status and emails; reserve hearing; review issues for approval motion; analyze procedures and concerns	1.00	\$950.00	\$950.00
Service	03/13/2024	Review and revise motion for PAGA Approval; email Def regarding draft motion and proposed order	1.50	\$950.00	\$1,425.00
Service	03/18/2024	Review status; email Def; update motion	0.50	\$950.00	\$475.00

Service	03/25/2024	Review file; draft declaration of Paula Gonzalez in support of PAGA approval motion/enhancement award request; email to P. Gonzalez re draft declaration	2.50	\$675.00	\$1,687.50
Service	03/25/2024	Review status and next steps; review Def email; respond to email	0.50	\$950.00	\$475.00
Service	03/26/2024	Review Defendant's comments on the motion draft; review and revise motion; reserve hearing; respond to Defendant.	1.25	\$950.00	\$1,187.50
Service	03/28/2024	Draft declaration ISO motion	2.00	\$950.00	\$1,900.00
Service	03/28/2024	Review and revise motion for PAGA approval; finalize motion for filing	2.50	\$950.00	\$2,375.00
Services Subtotal				\$121,922.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/19/2022	Onelegal/Filing Fee	1.00	\$465.03	\$465.03
Expense	06/24/2022	Filing Fee/OneLegal Fee	1.00	\$17.19	\$17.19
Expense	06/28/2022	Onelegal/Filing Fee	1.00	\$41.95	\$41.95
Expense	08/29/2022	One Legal Filing Fee	1.00	\$22.34	\$22.34
Expense	08/31/2022	Lexis Nexis	1.00	\$651.00	\$651.00
Expense	09/01/2022	Lexis Nexis	1.00	\$87.00	\$87.00
Expense	04/19/2023	court filing via One Legal	1.00	\$13.33	\$13.33
Expense	04/19/2023	court filing via One Legal	1.00	\$17.66	\$17.66
Expense	09/14/2023	One Legal Filing Fee	1.00	\$17.66	\$17.66
Expense	09/30/2023	Mediation Fees - Tripper Ortman	1.00	\$13,000.00	\$13,000.00
Expense	10/23/2023	filing via One Legal	1.00	\$17.66	\$17.66
Expense	10/25/2023	Berger Consulting Fee	1.00	\$10,395.00	\$10,395.00
Expenses Subtotal				\$24,745.82	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	32.0	\$895.00	\$28,640.00
Scott Blumenthal	15.8	\$450.00	\$7,110.00
Nicholas De Blouw	26.2	\$850.00	\$22,270.00

Ricardo Ehmann	25.8	\$675.00	\$17,415.00
Charlotte James	21.0	\$550.00	\$11,550.00
Piya Mukherjee	19.5	\$750.00	\$14,625.00
Kyle Nordrehaug	14.75	\$950.00	\$14,012.50
Victoria Rivapalacio	6.9	\$750.00	\$5,175.00
Gerardo Galaviz	4.5	\$250.00	\$1,125.00
			Subtotal
			\$146,668.32
			Total
			\$146,668.32

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/27/2024	\$146,668.32	\$0.00	\$146,668.32
				Outstanding Balance
				\$146,668.32
				Total Amount Outstanding
				\$146,668.32

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

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

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 Diary, 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-

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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; Lesevic 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; Porras 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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

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EXHIBIT #4

LAFFEY MATRIX

History

Case Law

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Home

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

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

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

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

EXHIBIT #5

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1004

January 7, 2022

CA2576

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Lancaster Hospital Corporation
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2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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 Lancaster Hospital Corporation in California and classified as non-exempt employees during the time period of January 7, 2021 until a date as determined by the Court. Our offices represent Plaintiff Paula Gonzalez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Lancaster Hospital Corporation (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2021 until December of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff 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 Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.