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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**
12

13 **VIKRAM PETERS**, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17 **LIFE PACIFIC UNIVERSITY**, a California
18 Non-Profit Corporation,

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20 Defendant.
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CASE NO. 22STCV06988

**DECLARATION OF JULIAN HAMMOND
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 13, 2023
Time: 10:00 a.m.
Dept. 9
Judge: Hon. Yvette M. Palazuelos

1 I, Julian Hammond, declare as follows:

2 I. INTRODUCTION

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this
4 declaration and could and would testify competently to them.

5 2. I am a member in good standing of the Bar of the State of California. I am licensed to
6 practice before all courts in the State of California.¹

7 3. I am the principal of the law firm HammondLaw, P.C. (“HammondLaw” or “Class
8 Counsel”) and counsel for the named Plaintiff Vikram Peters (“Plaintiff”) and two settlement classes:
9 (a) 61 Adjunct Faculty employed by Defendant in California (“Adjunct Class Members”) from February
10 24, 2018 through December 31, 2019 (“Adjunct Class Period” or “Adjunct Class Settlement Period”) and
11 (b) 138 employees employed by Defendant who worked remotely in California (“Reimbursement Class
12 Members”) from March 16, 2020 through June 30, 2021 (the “Reimbursement Class Period” or
13 “Reimbursement Class Settlement Period”).

14 4. I have no knowledge of the existence of any conflicting interests between my firm and
15 any of its attorneys, on the one hand, and Plaintiff or any Class Members, on the other.

16 II. ATTORNEY EXPERIENCE

17 5. HammondLaw has been certified as Class Counsel or Co-Class Counsel over 60 wage and
18 hour class actions, representing tens of thousands of employees, including in the Superior Courts for the
19 Counties of Alameda, Los Angeles, Sacramento, San Diego, San Francisco, Solano, Santa Clara,
20 Monterey, San Joaquin, Placer, Orange, Contra Costa, San Bernardino, and in federal District Courts in
21 California in diversity jurisdiction cases based on state law, over the last ten years. In addition,
22 HammondLaw is putative Class Counsel in at least 40 pending actions in California Superior Courts, and
23 federal courts, some of which have been tentatively settled and/or preliminarily approved by the Courts,
24 and several of which, like the present case, are brought on behalf of part-time instructors or adjunct
25 professors. My firm’s resume is attached as **Exhibit 1**.

26 6. I graduated from the University of South Wales with a Bachelor of Commerce in 1995,
27 from the University of Technology in Sydney with a Bachelor of Law *summa cum laude* in 1999, and
28 from New York University School of Law with a Masters of Law in 2001. I founded HammondLaw in
2010. Since the founding of HammondLaw, I have devoted a substantial percentage of my practice to

¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and Victorian Supreme Courts, located in Australia.

1 litigating cases involving wage and hour violations, the bulk of these being class actions. My firm has
2 represented tens of thousands of employees in wage and hour class actions under California law and in
3 California courts, including thousands of adjunct instructors in over 28 similar unpaid wage cases since
4 2016. These adjunct cases – challenging the long-standing industry-wide practice of classifying adjuncts
5 as non-exempt and not paying them for all hours worked – have led to an overhaul of these practices in
6 the industry.

7 7. My two associates, Polina Brandler and Ari Cherniak, played an active role in this case.
8 Ms. Brandler is a twelfth-year associate. She received her B.A. in history *cum laude* from the Macaulay
9 Honors College at the City University of New York in 2005, and her J.D. from the Benjamin N. Cardozo
10 School of law in 2009. After graduating from law school, MS. Brandler clerked for the Honorable Anita
11 H. Dymant of the Appellate Division of the Los Angeles Superior Court from 2009 to 2012, and joined
12 HammondLaw shortly thereafter. During her time at HammondLaw, her practice has focused on wage
13 and hour and consumer class actions. Ms. Brandler is admitted to practice law in California and New
14 York.

15 8. Mr. Cherniak received his B.S. in Philosophy *cum laude* from Towson University in 2007,
16 and his J.D. from Tulane Law School in 2011. Since 2012, Mr. Cherniak’s practice has focused on wage
17 and hour and consumer class actions. Mr. Cherniak is admitted to practice law in California, Washington,
18 and Maryland.

19 9. My experience and my firm’s experience in the prosecution and resolution of wage and
20 hour class actions, and particularly wage and hour class actions on behalf of adjunct instructors, was a
21 significant factor in this case proceeding to early mediation and favorable settlement.

22 **A. HammondLaw’s Experience Representing Adjuncts**

23 10. Since 2016, HammondLaw has represented adjunct instructors and secured court-
24 approved settlements in over 28 wage and hour class actions against universities throughout California.
25 HammondLaw has also successfully negotiated class action settlements on behalf of adjunct instructors
26 in several other cases in various stages of settlement approval, and recently litigated one such case—
27 *Gola v. University of San Francisco*, No. CGC-18-565018 (San Francisco Super. Cty. Ct.)—all the way
28 through trial. These cases challenged a long-standing, industry-wide practice of classifying adjunct
instructors as non-exempt and not paying them for all hours worked. The cases have led to an overhaul
of the classification and compensation practices in the industry.

11. Class Counsel’s broad collective experience in the prosecution and resolution of wage and hour class action litigation specifically on behalf of California adjunct instructors enabled Counsel to efficiently assess the value of the claims of Class Members and to obtain an efficient settlement.

III. OVERVIEW OF THE LITIGATION

A. Procedural History

12. On February 24, 2022, Plaintiff sent the PAGA Notice attached as **Exhibit 2** to the LWDA and to Defendant. The same day, Plaintiff filed this lawsuit in Los Angeles County Superior Court asserting claims under Labor Code §§ 226.2, 1194, 226.7, 201, 202, 203, 2802 and the UCL. On November 1, 2022, Plaintiff sent the amended PAGA notice attached as **Exhibit 3** to the LWDA and to Defendant. On February 15, 2023 Plaintiff filed his First Amended Complaint, adding a PAGA cause of action based on his two PAGA Notices.

B. Pre-Mediation Discovery

13. After filing the Complaint, the parties agreed to attend a mediation and engage in informal discovery. Defendant produced relevant data and documents including class sizes; course data including (a) the title of each course taught by Adjuncts during the Adjunct Class Period, (b) number of credits, (c) type of course (i.e., in person or online), (d) academic term the course was taught in, (e) day(s) of the week classes were held, and (f) start time and end time of each class; faculty handbooks; job descriptions; Covid-19 telecommuting guidelines; and Plaintiff’s personnel file.

14. From informal discovery and investigation, Plaintiff determined that Adjunct CMs were employed pursuant to standardized Adjunct Faculty Contracts (“Contracts”) with the first day of the Contract corresponding to the first day of classes and the last day of the Contract corresponding to the date that grades are due. The compensation under the Contract was based on the number of units in the assigned Course, which could be “pro-rated” based on low enrollment. Plaintiff therefore believed that he could establish that Adjuncts were not salaried because a “salary” which is a “predetermined amount that is not subject to reduction based upon the quantity or quality of work” but rather a piece rate.

15. The Contracts also provided that “Appointments to the Adjunct Faculty are made on a semester-by-semester basis. Therefore, no further contract beyond this current Adjunct Faculty Contract is implied or guaranteed.” As a result, Plaintiff believed he could establish that Adjunct CMs were discharged at the end of each contract for purposes of Labor Code.

16. The Contracts issued to Adjunct CMs began on the first day of classes, and provided no pay for any time Adjunct spent preparing syllabi, preparing course materials, or reviewing and approving

1 textbook lists prior to the start of the Course; or for tasks performed during each course such as assisting
2 students outside of the classroom.

3 17. Plaintiff also alleged that during the Adjunct Class Period, as piece-rate employees,
4 Adjunct CMs were entitled to hourly and separate pay for rest breaks. Even if not piece-rate employees,
5 as non-exempt employees, Adjunct CMs were entitled to off-duty 10-minute rest breaks for every 3.5
6 hours worked, or a premium payment equal to an hour's pay for a missed rest period. However, Defendant
7 maintained policies and/or practices that impeded Adjunct CMs' ability to take off-duty rest breaks
8 because it expected and/or required them to be available to students during the entire scheduled class
9 time, as well as before and after classes, which was the only time otherwise available for Adjuncts to take
10 breaks. Based on the theory that Adjunct CMs' compensation was a piece-rate, each time an Adjunct CM
11 worked a 3.5-hour shift, Defendant failed to provide a compliant, paid rest period, or pay premium pay
12 for missed breaks.

13 18. In Spring 2020, LPU reclassified Adjunct CMs as non-exempt, required them to record
14 all of their hours worked, and began paying them on an hourly basis. LPU also provided Adjunct CMs
15 with additional hours for pre-course prep time and grading time and began allowing Adjunct CMs to seek
16 additional compensation for other non-teaching tasks in excess of those hours.

17 19. LPU required all of its employees, including Adjuncts, to work remotely beginning on
18 March 16, 2020 due to COVID-19, until its campuses reopened in July 2021. LPU also required Adjunct
19 CMs who taught online courses during the Adjunct Class Period to work remotely. When working
20 remotely, Reimbursement CMs and Adjunct CMs paid out-of-pocket for costs of providing home
21 internet, cell phones, and other office supplies without reimbursement from Defendant.

22 20. On September 22, 2022, the Parties participated in a mediation session with Lisa Klerman.
23 Ms. Klerman is an experienced wage and hour class action mediator who has mediated numerous wage
24 and hour class and PAGA actions, including cases, like this one, brought on behalf of adjunct faculty.
25 Prior to the mediation, Plaintiff submitted a detailed mediation brief supported by documents obtained in
26 informal discovery.

27 21. At mediation, Plaintiff considered the risks presented by Defendant's potential contention
28 that Plaintiff's wage and hour claims are barred by the First Amendment's "ministerial exception" which
protects the right of religious institutions to decide "matters of faith and doctrine" without government
intrusion. Defendant could have contended that the "ministerial exception" applies to claims under state
wage and hour law and would be a complete bar to recovery.

1 22. Defendant further contended that even if the ministerial exception were not a complete
2 defense to Plaintiff's claims it would still result in a denial of class certification, because of the various
3 factors the courts look at when deciding whether religious instruction is an important function of the
4 employees' job and thus whether the "ministerial exception" applies, including the employees' title and
5 day-to-day job duties. Defendant contended that this would raise a host of individual issues that would
6 need to be resolved on an employee by employee basis, rendering this case unsuitable for prosecution on a
class-wide basis.

7 23. Plaintiff also considered the risk presented by LPU's arbitration agreement included in its
8 Faculty Handbook. The arbitration agreement provided:

9 *The parties to this contract agree that [the arbitration process] shall be the sole remedy for any*
10 *controversy or claim arising out of the employment relationship or this agreement and expressly*
11 *waive their right to file a lawsuit against each other in any civil court for such disputes, including*
any class action proceeding, except to enforce a legally binding arbitration decision.

12 Defendant could have contended that the Court would find its arbitration clause, including the class
13 action waiver, enforceable and that Plaintiff's class claims would be barred.

14 24. LPU also could have contended that Plaintiff faced significant risks on class certification
15 and the merits with respect to each claim for reasons other than the arbitration agreement and ministerial
exception, as discussed in detail below.

16 25. At mediation, the Parties reached the basic terms of a settlement which are memorialized
17 in a formal Settlement Agreement, subject to approval by the Court.

18 IV. PLAINTIFF'S DAMAGES ANALYSIS

19 26. Plaintiff calculated Defendant's maximum liability (before applying any discounts based
20 on merits defenses and the risk of non-certification) as follows:

21 Unpaid Wages – Labor Code §§ 1194, 226.2

22 27. Plaintiff analyzed course data provided by Defendant and calculated that Adjunct CMs
23 taught 168 courses during the Adjunct Class Period. Plaintiff estimated that Adjunct CMs spent on
24 average 15 hours per course performing tasks but that they were not paid for, in violation of Labor Code
25 §§ 226.2 or 1194. Plaintiff multiplied 168 courses by 15 hours per course to arrive at 2,520 hours of
26 work. The average minimum wage during the Adjunct Class Period was \$11.50, and the total amount of
unpaid wages is \$28,980. Interest at 10% per annum adds \$2,898 for a total of \$31,878.

27 28. **Class Certification Discount:** Defendant contended that this claim was not certifiable
28 because there would be variability in the amount of time actually spent, if any, in preparing to teach the

1 course and performing other non-teaching tasks during the Course, and because these activities were not
2 performed under LPU's control. Plaintiff believed these arguments warranted a 25% discount for the risk
3 for non-certification which reduced Defendant's liability to \$23,908.50.

4 29. **Merits Discount:** As to the merits, Defendant contended that Adjunct CMs were properly
5 classified as salaried exempt because the Course Rate was a predetermined amount paid each pay period
6 that was not subject to change within that pay period based on the number of hours taught, and that the
7 Course Rate incorporated all duties performed before and during the Course. Defendant also contended
8 that Plaintiff's estimate of 15 hours of non-teaching work per Course was an exaggeration, and that little
9 or no work was required for those Adjunct CMs who taught the same course multiple times. Plaintiff
10 recognized some risk from this argument, and applied a further 25% discount was warranted, which
11 reduced LPU's realistic exposure on the unpaid wage claim to \$17,931.38.

12 **Rest Break Claims – Labor Code §§ 226.2, 226.7**

13 30. Based on Defendant's course schedules, Plaintiff calculated that Adjunct CM's taught 144
14 class sessions that were 3.5 hours long. Plaintiff calculated Defendant's maximum exposure on this claim,
15 using the hourly rate of \$24.76 paid to Plaintiff after he was re-classified as hourly in Spring 2020, to be
16 \$2,304. Interest at 10% per annum adds \$2,340 for a total of \$2,534.40.

17 31. **Class Certification:** Defendant could have argued that even if Adjunct CMs were paid
18 on a piece-rate, individualized issues would predominate because what non-teaching time was included
19 in the piece-rate would depend on each Adjunct CMs understanding of what the piece covered. As to
20 Plaintiffs' claim that Class Members were entitled to rest breaks as non-exempt employees but LPU
21 imposed uniform policies and procedures that impeded them from taking rest breaks, LPU could have
22 argued that individualized issues would predominate in that LPU did not maintain rest break records, and
23 some Adjuncts took rest breaks, while others did not. LPU also argued that Adjuncts could have taken a
24 timely off-duty rest break had they chosen to, and any missed rest breaks were voluntary. Plaintiff applied
25 a 25% discount for these arguments which reduced Defendant's liability to \$2,280.96.

26 32. **Merits:** As to the merits, Defendant contended that Plaintiff and Adjunct CMs were
27 properly classified as salaried exempt, and not entitled to rest breaks. Plaintiff applied a further 25%
28 discount which reduced LPU's realistic exposure on the rest break claim was reduced to \$1,710.72.

Waiting Time Penalties - Labor Code § 203

33. Plaintiff alleges that LPU employed Adjunct CMs pursuant to a new and separate contract
each semester. Plaintiff's theory of liability is that Adjunct CM Contracts were for a definitive period of
time, which ended on the date grades were due, and Adjunct CMs were discharged for purposes of Labor

Code § 201 on that date. As a result, Adjunct CMs were entitled to all wages owed to them on the date each Contract ended, including for non-productive time and rest break time, and LPU therefore owes Adjunct CMs 30 days waiting time penalties per Contract pursuant to Labor Code § 203.

34. Plaintiff calculated Adjunct CMs' daily rate as \$46.80 by multiplying the hourly rate (\$24.76) by the average number of hours Adjuncts taught in a day (1.89). Adjuncts taught 68 courses during the relevant time period (February 24, 2019 to December 31, 2019). Thus, the penalty for all 68 discharges is (\$46.80 daily rate * 30 days * 68 discharges) which equals \$120,734.71.

35. **Certification Discount:** Plaintiff applied a minimal 10% discount for the risk of non-certification because their theory of liability is amenable to class treatment as the relevant legal and factual issues can be determined by facts common to all Adjunct CMs. Additionally, whether the Contracts are for a definitive period of time, and what the end date of the contract is, are matters of construction, the answer to which will apply equally to all Adjunct CMs. Whether Adjunct CMs were discharged at the end of a contract for a definitive period is a question of law, and whether the late payment was willful is a question that can be determined through testimony. Applying this discount reduced the waiting time penalties to \$108,661.24.

36. **Merits Discount:** Plaintiff applied a 50% discount on the merits based on Defendant's potential defenses that (1) LPU had a good faith dispute that there was not a discharge at the end of each Contract especially for those Adjunct CMs worked continuously from term to term and maintained an employment relationship with LPU, and (2) LPU had a good faith dispute that Class Members were properly classified as exempt and were not owed any unpaid wages. These defenses could negate the willfulness requirement of Labor Code § 203. LPU also argued that it cannot be liable for penalties on every contract that it issued because some Adjuncts taught more than one course (and were issued more than one contract) in the same semester. Applying this discount, for settlement purposes, the realistic value of the penalties is reduced to \$54,330.62.

Adjunct Unreimbursed Expenses Claim - Labor Code § 2802

37. Based on data provided, Adjunct CMs taught 22 online courses during the Adjunct Class Period. Plaintiff estimated that Adjuncts incurred \$150 in remote work expenses per course, for a total of \$25,200. Interest at 10% adds \$2,520 for a total of \$27,720.

38. **Class Certification Risk:** Plaintiff applied a 25% discount for class certification based on the fact that there were varying practices with regard to expenses incurred by Adjuncts and whether those expenses were reasonable would lead to individualized issues. Applying this discount reduced the recoverable unreimbursed expenses to \$20,790.

39. **Adjunct Class Merits Risk:** As to the merits, Plaintiff applied a further 25% discount based on anticipated arguments that not all Adjuncts incurred the same types of expenses, and that even if expenses were incurred, these were voluntary and/or minimal. This reduced realistic damages to \$15,592.50.

Adjunct CMs Maximum and Realistic Exposure

40. Plaintiff calculated maximum damages (excluding PAGA penalties) for the Adjunct Class as \$182,867.11 and realistic exposure as \$89,565.22, as follows:

Labor Code Section	Maximum Damages	Realistic Exposure
Unpaid Wages (§§ 226.2 / 1194)	\$31,878.00	\$17,931.38
Rest Breaks (§ 226.7)	\$2,534.40	\$1,710.72
Waiting Time Penalties (§ 203)	\$120,734.71	\$54,330.62
Unreimbursed Expenses (§ 2802)	\$27,720	\$15,592.50
Total	\$182,867.11	\$89,565.22

41. The 50% of the Gross Settlement (\$69,000) allocated to Adjuncts represents 38% of Defendant's maximum exposure and 77% of its realistic exposure. Under the Settlement Agreement, if approved as submitted, \$24,500² will be available for distribution among the Adjunct Class on a *pro rata* basis based on the number of pay periods worked during the Adjunct Class Period. For Adjunct Class Members, the average net recovery is \$401.64³ and the average gross recovery is \$1,131.15.⁴ The value of each pay period is \$32.80 net⁵ and \$92.37 gross.⁶ An Adjunct CM who worked the entire 22-month Adjunct Class Period can expect to receive approximately \$1,443.11.⁷ These are significant recoveries especially when considering Defendant's potential "ministerial exception" defense and arbitration defense, either of which if successful, could result in no damages being awarded to CMs. This recovery also compares favorably with similar adjunct cases where plaintiffs faced risk based on an arbitration agreement with a class action waiver including *Chindamo v. Chapman University*, Case No. 30-2020-

² The Net Settlement amount allocated to both classes after deduction of fees (up to \$46,000) and costs (\$20,000); enhancement award to Plaintiff (\$5,000); Settlement Administration costs (\$8,000); and PAGA penalties (\$10,000).

³ \$24,500 / 61 Adjunct Class Members

⁴ \$69,000 / 61 Adjunct Class Members

⁵ \$24,500 / 747 pay periods

⁶ \$69,000 / 747 pay periods

⁷ \$32.80 per pay period * 2 pay periods per month * 22 months

1 01147814-CU-OE-CXC (Orange County Superior Court, April 14, 2022) (finally approving wage and
2 hour class action settlement with an average recovery per adjunct of \$627.62 gross and \$361.69 net) and
3 *Burleigh v. Brandman University*, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior
4 Court, January 27, 2023) (finally approving a wage and hour class action settlement with an average
5 recovery per Adjunct of \$764.07 gross and \$496.04 net). In my experience, this settlement is fair,
adequate, and reasonable for the Adjunct Class.

6 42. **ER Class Claims (Lab. Code § 2802)**: Plaintiff alleged that, starting on or about March
7 16, 2020, as a result of the cancellation of in-person instruction and related work due to COVID-19, LPU
8 started requiring Reimbursement Class Members to work remotely from home. LPU knew or should have
9 known that its employees would incur business expenses (i.e., home office expenses, including internet)
10 in order to carry out their job duties from home. Plaintiff alleged that during the Reimbursement Class
11 Period, Defendant did not reimburse Reimbursement CMs for business expenses in violation of Labor
Code § 2802.

12 43. Plaintiff calculated Defendant's potential liability for unreimbursed business expenses as
13 follows: Reimbursement Class Members worked a total of 2,984 pay periods. Plaintiff estimates that
14 Reimbursement Class Members incurred \$100 per month (or \$50 per pay period) in home office
15 expenses, for a total of \$149,200. Interest at 10% per annum adds \$14,920 for a total of \$164,120.

16 44. **Class Certification**: Defendant contended that individualized issues would predominate
17 including whether Reimbursement Class Members incurred expense working remotely, whether the
18 expenses incurred by each Reimbursement Class Member were reasonable, whether LPU was aware that
19 Reimbursement Class Members incurred such expenses, and whether such expenses were reimbursed —
20 the answers to all of those questions will vary on a case-by-case basis. Plaintiff applied a 25% discount
for class certification based on this argument the which reduced LPU's liability to \$123,090.

21 45. **Merits**: LPU contended that not all expenses incurred by each Reimbursement CM were
22 "necessary" or "reasonable," and that Plaintiff's calculation of Defendant's liability was inflated,
23 especially given that many Reimbursement CMs were part-time adjuncts. Plaintiff applied a discount of
25% for this argument, which reduced LPU's realistic exposure on this claim is \$92,317.50.

24 46. Under the Agreement, 50% of the Gross Settlement (\$69,000) is allocated to the
25 Reimbursement Class. This represents 42% of Defendant's maximum exposure, and 75% of its realistic
26 exposure. Reimbursement Class Members will be paid on a *pro rata* basis based on the number of pay
27 periods they worked during the Reimbursement Class Period. The average gross payment per
28

1 Reimbursement Class Member is \$500 gross⁸ and \$177.54 net.⁹ The Reimbursement Class worked
2 approximately 2,984 pay periods so the value of each pay period is \$8.21 net¹⁰ and \$23.12 gross.¹¹ A
3 Reimbursement Class Member who worked for the entire 15.5-month Reimbursement Class Period can
4 expect to receive approximately \$254.52.¹² These amounts are significant and fair in light of Defendant's
5 defenses to Plaintiff's claim for work-from-home expenses, and Reimbursement CMs will obtain
6 recovery now without the lengthy risks and years of delay posed by further litigation.

6 **PAGA Allocation is Fair and Reasonable**

7 47. Plaintiff calculated that there were approximately 5,486 pay periods worked by all
8 Aggrieved Employees within the one year prior to the date of Plaintiff's initial PAGA Notice (February
9 24, 2021) through to an estimated PAGA Period end date of July 13, 2023. Using a penalty of \$100 per
10 pay period (because Defendant never received notice from the Labor Commissioner or the Court so there
11 are arguably no "subsequent" violations) Defendant's maximum exposure in PAGA Penalties is
12 \$548,600 (assuming the Court would not allow "stacking" of PAGA penalties for each separate Labor
13 Code violations).

14 48. The \$10,000 allocated to PAGA penalties represents 2% of Defendant's PAGA exposure
15 and is comparable to (or more than) PAGA allocations in similar cases that received final approval from
16 California Superior Courts including *Burleigh v Brandman University*, Case No. 30-2020-01172801-CU-
17 OE-CXC (Orange County Superior Court) (January 27, 2023) (finally approving a \$1,550,000 wage and
18 hour class action settlement including a PAGA allocation of \$35,000, representing 2.3 % of the
19 maximum \$2,024,233 in PAGA penalties); *Burleigh v. National University*, Case No. MSC21-00939
20 (Contra Costa County Superior Court) (August 26, 2022) (finally approving a \$925,000 wage and hour
21 class action settlement including a PAGA allocation of \$50,000, representing about 1.2 % of the
22 maximum \$4,213,200 in PAGA penalties); *Solis et al. v Concordia University Irvine*, Case No. 30-2019-
23 01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (finally approving an
24 \$890,000 wage and hour class action settlement including a PAGA allocation of \$29,000, representing
25 approximately 3% of the maximum \$972,700 in PAGA penalties); *Pillow et al. v Pepperdine University*,
26 Case No. 19STCV33162 (Los Angeles Superior Court) (July 28, 2021) (finally approving a \$940,000
27 wage and hour class action settlement including a PAGA allocation of \$15,000, representing 0.9% of
28

8 \$69,000 / 138 Reimbursement Class Members

9 \$24,500 / 138 Reimbursement Class Members

10 \$24,500 / 2,984 pay periods

11 \$69,000 / 2,984 pay periods

12 \$8.21 per pay period * 2 pay periods per month * 18 months

1 the maximum \$1,619,200 in PAGA penalties); *Moore et al v Notre Dame De Namur University*, Case
2 No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021)(finally approving a \$882,880
3 wage and hour class action settlement including a PAGA allocation in the amount of \$12,000,
4 representing 1.9% of the maximum \$631,300 in PAGA penalties); *Mooiman et al. v Saint Mary's College*
5 *of California*, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021)(finally
6 approving an \$1,700,000 wage and hour class action settlement including a \$30,000 PAGA allocation
7 representing 1.7% of the maximum \$649,200 in PAGA penalties, and explaining that “the record
8 indicates that defendant changed many of the policies at issue before the action was brought, that there
9 is a substantial monetary award which in part serves the deterrent function of a penalty, and that defendant
10 had some arguments of “good faith,” that would mitigate penalties”); *Morse v Fresno Pacific University*,
11 Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (finally approving an
12 \$1,534,725 wage and hour class action settlement including a \$30,000 PAGA allocation, representing
13 2.5% of maximum \$1,194,800 in PAGA penalties); and *Harris-Foster v University of Phoenix*, Case No.
14 RG19019028 (Alameda Superior Court) (March 17, 2021)(finally approving a \$2,863,106 wage and hour
15 class action settlement including a PAGA allocation of \$5,000, representing 1.5% of the maximum
16 \$3,173,200 in PAGA penalties).

17 49. This allocation is fair and reasonable for several reasons. First, the overall settlement
18 resulted in significant relief for each Class which is what courts look at when assessing amount attributed
19 to PAGA penalties. In *Gola v. University of San Francisco*, No. CGC-18-565018 (San Francisco County
20 Superior Court March 3, 2021) a recent case brought by my firm on behalf of adjunct instructors, the
21 court found that substantial monetary relief in form of statutory penalties under § 226(e) (and fees and
22 costs plaintiff would seek) acted as a sufficient punishment and deterrent, and awarded only 15% of the
23 full PAGA penalties—and this was a case where defendant did not have a good faith defense and did not
24 change its practices to comply after the lawsuit was filed.

25 50. Second, LPU contended that the Court would reduce any award of PAGA penalties as
26 “unjust, arbitrary and oppressive, or confiscatory” under Labor Code § 2699(e)(2) on the theory that LPU
27 operated in good faith and reasonably believed it was in compliance with the Labor Code; in light of the
28 fact that it overhauled its policies and practices including reclassifying Adjunct CMs as hourly non-
exempt employees in 2020. Defendant contended that the Settlement thus fulfills the purpose of PAGA
which is intended to remediate present violations and deter future ones, not to redress employees’ injuries.
LPU also contended that it was highly unlikely that the Court would award PAGA penalties of \$548,600

1 when the underlying maximum damages were only \$346,987 (including \$164,120 for the Reimbursement
2 Class and \$182,867 for the Adjunct Class).

3 51. Third, in order to recover any PAGA penalties, Plaintiff would be required at trial to prove
4 that each Aggrieved Employee suffered a violation for each pay period the employee worked, which
5 would be difficult in light of Defendant's contentions discussed above.

6 52. Finally, Defendant could and would have contended that although class certification
7 requirements do not apply to PAGA claims, "such claims can be stricken if they are found to be
8 'unmanageable,' and because only Class Members who actually incurred unpaid wages or unreimbursed
9 expenses during a particular pay period could recover PAGA penalties for those violations, Defendant
10 could have disputed that there is a manageable way to determine who was entitled to such penalties.

11 **V. FAIRNESS, ADEQUACY, AND REASONABLENESS OF SETTLEMENT**

12 53. Based on my experience with similar class actions and my investigation, research, and
13 knowledge of the specific facts and legal issues in this case, I believe that the Settlement is fair, adequate,
14 reasonable, and appropriate. This conclusion is based on my knowledge of the strength and weaknesses
15 of the claims asserted by Plaintiff, Defendant's defenses, facts learned during informal discovery as well
16 as the facts learned during my firm's research and investigation, and the typical risks associated with
17 further litigation, as well as the risks associated with LPU's potential contention that the "ministerial
18 exception" could act as a complete bar to Plaintiff's claims, and with LPU's arbitration agreement with
19 class action waivers.

20 54. If the parties continued to litigate this case, the trial court would rule on the applicability
21 of the ministerial exception to Plaintiff's claims and its impact on class certification, or on the
22 enforceability of LPU's arbitration agreement to Plaintiff's class claims. Assuming Plaintiff won on both
23 of these issues, the case would proceed to a contested motion for class certification. Whichever claims
24 cleared that hurdle would potentially face pre-trial dispositive motions, and whichever claims cleared
25 that hurdle would face trial. The losing party would likely appeal the Court's various rulings on all of
26 these issues, given that some of the central legal issues in this case have not been conclusively addressed
27 by an appellate court. This process would take years to resolve.

28 55. The settlement avoids these risks associated with the complexities of this litigation.
Instead, this settlement provides an early resolution of a dispute, and all Class Members will obtain a
recovery in the relatively near future if the settlement is finally approved.

VI. ATTORNEYS' FEES AND COSTS

1 56. The Settlement Agreement provides that Defendant will not oppose a request for
2 attorney's fees of up to 1/3 of the Gross Settlement (i.e., \$46,000). This is fair, reasonable and adequate
3 to compensate Class Counsel for the substantial work they have already done to prosecute this Action,
4 the risk they assumed to agree to take the case in the first place, the great expense spared to the Class by
5 Class Counsel having achieved a successful resolution, and the continued time and expense that Class
6 Counsel will incur by administering the fair distribution of the settlement fund should this Court grant
the settlement's approval.

7 57. Class Counsel agreed to represent Plaintiff on behalf of the putative Classes on a
8 contingency basis, and further agreed to advance all litigation costs. Our significant financial outlays
9 would have been entirely lost if the case were not won, and the amount of Class Counsel's time that
10 would have remained uncompensated in that event would have been substantial. Class Counsel also took
11 on this case despite the known risks associated with Plaintiff's class allegations as described above and
12 the unpredictable risks that are common to most complex employment class actions that develop only
13 over the course of the litigation. Class Counsel was able to obtain a very favorable settlement for the
Classes.

14 58. Our firm has spent significant time litigating this case, including interviewing Plaintiff,
15 reviewing documents provided by Plaintiff and information obtained by our firm through our own
16 research, filing a detailed complaint, engaging in discovery, analyzing data produced by LPU, drafting a
17 detailed mediation brief, attending a full-day mediation, negotiating the settlement, drafting the
18 preliminary approval papers; and planning and strategizing throughout the case. Further, we will spend
19 many additional hours obtaining preliminary approval; overseeing the notice process; answering
20 questions from Class Members; preparing the final approval papers; attending the final approval hearing;
and overseeing the distribution of the settlement funds.

21 59. The Settlement Agreement's award of litigation costs of up to \$20,000 is intended for
22 commonly reimbursed out-of-pocket cost incurred by my firm, including filing and process-serving fees,
23 expenses related to court appearances, copying, legal and other research charges, and the professional
24 fees paid to Lisa Klerman for a full-day mediation session, which was essential in reaching the
Settlement.

25 60. If the Court grants Preliminary Approval and authorizes the dissemination of notice of the
26 settlement to the class, Class Counsel will file a Motion for Attorneys' Fees and Costs and Enhancement
27 Award for Class Representative that will be scheduled to be heard concurrently with the Motion for Final
28 Approval. If the Settlement is given preliminary approval by the Court, our firm will need to expend

1 additional hours and will incur additional costs preparing and filing the motion for final approval and the
2 motion for attorneys' fees and reimbursement of litigation costs, coordinating with the Settlement
3 Administrator, and answering calls and questions from Class Members.

4 61. Class Counsel will submit their lodestar and costs breakdown with their motion for
5 attorneys' fees and costs, which will be noticed to be heard at the same time as the final approval motion.

6 **VII. CY PRES BENEFICIARY**

7 62. Subject to Court approval, pursuant to the Settlement and in accordance with California
8 Civil Code § 384(b), any uncashed settlement check amounts will be distributed to Christian Legal Aid
9 of Los Angeles as the *cy pres* beneficiary. Christian Legal Aid of Los Angeles is a California religious
10 non-profit organization that provides free legal services to those in need.

11 63. I certify that I do not have any connection to or relationship with Christian Legal Aid of
12 Los Angeles that could reasonably create the appearance of impropriety as between the selection of the
13 recipient of the money or thing of value and the interests of the class, nor does my law firm.

14 I declare under penalty of perjury under the laws of the United States and the State of California that the
15 foregoing is true and correct. Executed on March 14, 2023.

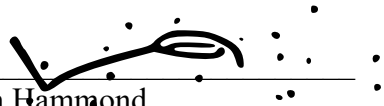
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17 _____
18 Julian Hammond
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EXHIBIT 1

Approved California Wage and Hour Cases

- ***Glor v iHeart Media + Entertainment***, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (certifying HammondLaw as class counsel for \$1,220,000 settlement of Labor Code §§ 226(a), 510, 1194, and 201-203 claims on behalf of 206 account executives and Labor Code § 2802 claims on behalf of 1,154 other employees);
- ***Cassidy v Keyence Corporation of America***, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023) (Labor Code § 2699 et seq. representative action settlement for \$300,000 for violation of Labor Code §§ 226(a), 512, 203, and 2802 on behalf of 145 sales representatives and Labor Code § 2802 claims on behalf of 18 other employees);
- ***Burleigh v. Brandman University***, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court) (January 27, 2023) (certifying HammondLaw as class counsel for \$1,550,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, claims on behalf of 1,757 adjunct instructors and Labor Code § 2802 claims on behalf of 555 other employees);
- ***Burleigh v. Walden University LLC and Laureate Education, Inc.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022) (certifying HammondLaw as co-class counsel for \$815,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, 2802, and 2699, claims on behalf of 244 adjunct instructors);
- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court) (August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Costa v. University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (August 23, 2022) (Labor Code § 2699 et seq. representative action settlement for \$150,000 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v. Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v. University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);

- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU-OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);
- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct

instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);

- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court, March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court, March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court, January 26, 2021) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);
- ***Pereltvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court, January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal., January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Cal. Sup. Ct. Alameda Cty. July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Cal. Sup. Ct. Alameda Cty. June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal. June 24, 2019) (certifying HammondLaw and A&T as co-class counsel for \$700,000 settlement

of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);

- ***Sands v. Gold's Gym***, Case No. BC660124 (Cal. Sup. Ct. Los Angeles Cty. March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Cal. Sup. Ct. Santa Clara Cty. January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal. July 25, 2018) (certifying HammondLaw and A&T as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Cal. Sup. Ct. Los Angeles Cty. June 26, 2018) (Labor Code § 2698 *et seq.* representative action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);
- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal. December 11, 2017) (certifying HammondLaw and A&T as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Cal. Sup. Ct. Sacramento Cty. December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. October 13, 2017) (certifying HammondLaw and A&T as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (Cal. Sup. Ct. San Bernardino Cty. September 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Cal. Sup. Ct. Tulare Cty. June 19, 2017) (certifying HammondLaw and A&T as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Cal. Sup. Ct. Solano Cty. May 23, 2017) (certifying HammondLaw and A&T as co-class

counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);

- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Cal. Sup. Ct. Alameda Cty. March 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Cal. Sup. Ct. Sacramento Cty. February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Cal. Sup. Ct. L.A. Cty., April 4, 2017) (certifying HammondLaw and A&T as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Cal. Sup. Ct. Kern Cty. December 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (Cal. Sup. Ct. San Joaquin Cty. September 22, 2016) (certifying HammondLaw and A&T as co-class counsel for \$250,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Cal. Sup. Ct. L.A. Cty. September 19, 2016) (certifying HammondLaw and A&T as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Cal. Sup. Ct. Monterey Cty. September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Cal. Sup. Ct. Placer Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$393,300 settlement of Labor Code §2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Cal. Sup. Ct. L.A. Cty. August 30, 2016) (certifying HammondLaw and A&T as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);

- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Cal. Sup. Ct. Alameda Cty. August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Cal. Sup. Ct. L.A. Cty. March 18, 2016) (certifying HammondLaw and A&T as co-class counsel for a \$475,000 settlement on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Cal. Sup. Ct. Contra Costa Cty. February 9, 2016) (certifying HammondLaw and A&T as co-class counsel for \$550,000 settlement reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Cal. Sup. Ct. Alameda Cty. January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Cal. Sup. Ct. L.A. Cty. November 12, 2015) (certifying HammondLaw and A&T as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Cal. Sup. Ct. L.A. Cty. October 19, 2015) (certifying HammondLaw and A&T as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (Cal. Sup. Ct. San Bernardino Cty. August 5, 2015) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement on behalf for approximately 320 outside sales representatives);
- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Cal. Sup. Ct. Alameda Cty. August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Cal. Sup. Ct. Alameda Cty. June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Cal. Sup. Ct. Alameda Cty. February 21, 2014) (certifying HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);
- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal. December 11, 2012) (certifying HammondLaw as co-

class counsel for \$3.5 million settlement reached on behalf of approximately 870 sales representatives);

- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal. September 12, 2012) (certifying HammondLaw as co-class counsel for \$3 million settlement reached on behalf of approximately 950 truck drivers).

Approved California Consumer Cases

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Sacramento Cty., October 26, 2022) (approving \$140,000 settlement of Cal. Bus. Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);
- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Santa Clara Cty. November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv-02669 JAR (E.D. Mis. November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);
- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (Cal. Sup. Ct. San Diego Cty. October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld's annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal. October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox's memberships);
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Cal. Sup. Ct. Santa Clara Cty. February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock's identity protection programs); and
- ***Kruger v. Kiwi Crate, Inc.*** Case No. 1-13-cv-254550 (Cal. Sup. Ct. Santa Clara Cty. July 2, 2015) (certifying HammondLaw as class counsel in \$108,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 5,400 California subscribers to Kiwi Crate's subscriptions).

EXHIBIT 2

HAMMONDLAW

A PROFESSIONAL CORPORATION

FACSIMILE: 310-295-2385

11780 W. Sample Road, Suite 103
Coral Springs, FL 33065

TELEPHONE: 310-601-6766

February 23, 2022

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL

Angie Richey
President
Life Pacific University
1100 West Covina Blvd.
San Dimas, CA 91773

**Re: Private Attorneys General Act Notice of Claims Pursuant to
California Labor Code § 2699**

Dear Ms. Richey,

This letter is to provide notice of claims for penalties under the California Labor Code's Private Attorneys General Act, as amended, Cal. Labor Code § 2698 *et seq.* ("PAGA"). We represent Plaintiff Vikram Peters in connection with his representative claims against Life Pacific University ("LPU") on behalf of himself and all other individuals employed by LPU in California ("Aggrieved Employees") one year prior to the postmark date of this PAGA notice through to the date of trial of this matter ("PAGA Period") for the following Labor Code violations:

- (a) failure to reimburse for necessarily incurred business expenses in violation of Labor Code § 2802.

Plaintiff Peters also asserts claims on behalf of part-time faculty members employed by LPU in California who taught online classes during the PAGA period ("Online Adjunct Aggrieved Employees") for the following violations:

- (b) failure to reimburse for necessarily incurred business expenses in violation of Labor Code § 2802.

Finally, Plaintiff Peters asserts claims on behalf of part-time faculty members employed by LPU in California who worked 3.5 hours or longer ("Adjunct Aggrieved Employees") for the following violations:

- (c) failure to provide compliant rest breaks in violation of Labor Code § 226.7.

The facts and theories supporting these violations are as follows:

FACTUAL BACKGROUND

1. Aggrieved Employees' Labor Code § 2802 Unreimbursed Business Expenses Claim:

As a result of the COVID-19 pandemic, LPU suspended all on-campus classes on or about March 16, 2020. From that date until on or about June 30, 2021 only campus residents and essential staff were allowed on campus. As a result, Aggrieved Employees (who were not considered essential) were required to work remotely from home, and those Aggrieved Employees who were employed as instructors were required to develop alternative methods to deliver curriculum and manage operations.

Labor Code § 2802(a) provides:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

From the beginning of the PAGA Period through to the time employees were permitted to return to work at LPU's California campus or were no longer required by LPU to work from home (on or about June 30, 2021), Defendant failed to reimburse Plaintiff Peters and Aggrieved Employees for their business expenses, including but not limited to the cost of home internet, home, cellular phone expenses, electricity, and other office expenses such as ink toner/cartridges and paper and other expenses associated with working from home (“Home Office Expenses”) incurred in carrying out Defendant's business.

LPU required and expected Plaintiff Peters and Aggrieved Employees to be readily available by computer, email, mobile phone and/or videoconferencing, and LPU required and expected instructors to deliver curriculum as closely as possible to as if they were at their regular LPU location. As a result of working remotely, in direct consequence of carrying out their duties, or their obedience to the directions of the LPU, Aggrieved Employees incurred Home Office Expenses. LPU knew or should have known that Aggrieved Employees incurred these expenses. However, LPU maintained policies and/or practices that denied, or failed to provide, reimbursement for these expenses.

As a result, LPU's policies and/or practices required and/or with LPU's knowledge thereof permitted, Aggrieved Employees to pay for their Home Office Expenses in direct discharge of their job duties on behalf of LPU, without reimbursement by LPU in full or at all, for such expenses. As a result, Plaintiff and Aggrieved Employees have been harmed by LPU's failure to reimburse their expenses in clear violation of § 2802 of the California Labor Code.

2. Online Adjunct Aggrieved Employees' Labor Code § 2802 Unreimbursed Business Expenses Claim:

Throughout the PAGA period, continuing to the present, Online Adjunct Aggrieved Employees have worked remotely and taught online courses/classes. As a result of working remotely and teaching online, in direct consequence of carrying out their duties, or their obedience to the directions of the LPU, Online Adjunct Aggrieved Employees incurred Home Office Expenses. LPU knew or should have known that Adjunct Aggrieved Employees incurred these expenses. However, LPU maintained policies and/or practices that denied, or failed to provide, reimbursement for these expenses.

As a result, LPU's policies and/or practices require and/or with LPU's knowledge thereof permit, Adjunct Aggrieved Employees to pay for their Home Office Expenses in direct discharge of their job duties on behalf of LPU, without reimbursement by LPU in full or at all, for such expenses. As a result, Plaintiff and Adjunct Aggrieved Employees have been harmed by LPU's failure to reimburse their expenses in clear violation of § 2802 of the California Labor Code.

3. Adjunct Aggrieved Employees' Labor Code § 226.7 Rest Breaks Claim:

During the PAGA period, Adjunct Aggrieved Employees were routinely scheduled to teach and/or work for 3.5 hours or longer in a row. Defendant classified them as non-exempt during the PAGA period and was required to permit and authorize them to take off-duty rest breaks of at least 10-minutes for every four hours or major fraction thereof worked. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1028-1030 (2012). However, Defendant maintained a facially unlawful rest break policy that only permitted Adjunct Aggrieved Employees to take breaks "for each 4-hour period worked." Thus, LPU denied Adjunct Aggrieved Employees rest breaks when they worked between 3.5 and 4 hours. When rest breaks are denied, employers are required to pay premium pay in lieu of the rest break pursuant to Labor Code § 226.7 and Wage Order No. 4, § 12(B). Upon information and belief, LPU did not pay premium pay to Adjunct Aggrieved Employees when they were denied rest breaks as a result of its unlawful rest break policy.

PAGA PENALTIES

Labor Code § 2802(a) requires an employer to indemnify employees for all necessary expenditures or losses incurred by its employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer. LPU has, throughout the respective periods described above, failed and refused to reimburse Plaintiff, Aggrieved Employees, and Online Adjunct Aggrieved Employees for such expenses incurred by them in their work as they carry out their work duties for LPU.

Pursuant to Labor Code § 2699(f)(2), Plaintiff Peters, Aggrieved Employees, and Online Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation of Labor Code § 2802 and two hundred dollars (\$200) for each subsequent violation of § 2802.

Labor Code § 226.7 and Wage Order No. 4, § 12 require an employer to permit and authorize its non-exempt employees to take a rest break for every four hours or major fraction thereof worked. When a rest break is not authorized or is missed, the employer is required to pay a premium pay – one hour at the employee's regular hourly rate, in lieu of the missed break. As described above, LPU failed to permit and authorized compliant rest breaks and did not provide premium pay.

Pursuant to Labor Code § 2699(f)(2), Plaintiff Peters and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation of Labor Code § 226.7 and two hundred dollars (\$200) for each subsequent violation of § 226.7.

Plaintiff, Aggrieved Employees, Online Adjunct Aggrieved Employees, and Adjunct Aggrieved Employees are further entitled to recover their attorneys' fees and costs under Labor Code § 2699(g)(1).

CONCLUSION

Therefore, pursuant to Labor Code § 2699, we write to inform you and the Labor and Workforce Development Agency of our intent to pursue a lawsuit against LPU that will include a claim for civil penalties under the PAGA to be brought by Plaintiff Peters as a representative of the State, individually and on behalf of all other Aggrieved Employees and Adjunct Aggrieved Employees, based on the Labor Code violations alleged above.

Yours truly,

Julian Hammond

EXHIBIT 3

HAMMONDLAW

A PROFESSIONAL CORPORATION

FACSIMILE: 310-295-2385

1201 Pacific Ave., Suite 600
Tacoma, WA 98402

TELEPHONE: 310-601-6766

November 1, 2022

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA E- MAIL BY AGREEMENT

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**Re: Amended Private Attorneys General Act Notice of Claims Pursuant to
California Labor Code § 2699; LWDA-CM-869838-22**

Dear Counsel,

This letter is to amend Vikram Peter's ("Plaintiff") notice of claims for PAGA penalties under the Labor Code § 2699, dated February 23, 2022. In his initial PAGA Notice, Plaintiff gave notice of his intent to assert claims on behalf of himself and all other individuals employed by Life Pacific University ("LPU" or "Defendant") in California ("Aggrieved Employees") from February 23, 2021 to the trial date ("PAGA Period") for Defendant's alleged failure to reimburse for necessarily incurred business expenses in violation of Labor Code § 2802; claims on behalf of part-time faculty members employed by LPU in California during the PAGA Period who taught online classes ("Online Adjunct Aggrieved Employees") for Defendant's alleged failure to reimburse for necessarily incurred business expenses in violation of Labor Code § 2802; and claims on behalf of part-time faculty members employed by LPU in California during the PAGA Period who worked 3.5 hours or longer ("Adjunct Aggrieved Employees") for failure to provide compliant rest breaks in violation of Labor Code § 226.7.

Plaintiff hereby amends the definition of the Aggrieved Employees as follows: "all current or former LPU employees in California who worked remotely between March 16, 2020 and June 31, 2021." Plaintiff also amends the definition of Adjunct Aggrieved Employees as follows: "all individuals employed by LPU in California as adjunct instructors or in a similar capacity during the Adjunct PAGA Period."

Plaintiff amends the definition of the PAGA Period as follows: for the claims of Aggrieved Employees, the relevant period is March 16, 2020 through to the trial date (“PAGA Period”); for the claims of Online Adjunct Aggrieved Employees and Adjunct Aggrieved Employees, the relevant PAGA period is February 23, 2018 through to the trial date (“Adjunct PAGA Period”).

Plaintiff also amends his PAGA Notice to include claims on behalf of Adjunct Aggrieved Employees for Defendant’s failure to (a) pay at least minimum wage for all hours worked, and pay separately and hourly for non-productive time, in violation of Labor Code §§ 226.2, 1194, 1194.2, 1198, and Wage Order No. 4-2001, § 4; (b) failure to authorize and permit paid off-duty rest breaks, pay for time spent on rest breaks separate and apart from the piece, or pay premium pay for missed rest breaks, in violation of Labor Code §§ 226.2 and 226.7 and Wage Order No. 4-2001 § 12; and (c) failure to pay compensation due upon discharge from employment in violation of Labor Code § 201, 202 and 203.

Labor Code §§ 226.2, 1194, 1194.2, 1198, and IWC Wage Order No. 4, § 4

During the Adjunct PAGA Period, Defendant employed Plaintiff and Adjunct Aggrieved Employees to teach courses. Plaintiff and Adjunct Aggrieved Employees were non-exempt under California law because they earned less than the minimum earnings requirement to meet the professional exemption under IWC Wage Order No. 4, § 1(A)(3) (requiring ‘a monthly salary equivalent to no less than two times the state minimum wage for full-time employment). Aggrieved Employees were therefore entitled to certain protections under the Labor Code, including to be paid at least minimum wage for all hours worked pursuant to Labor Code § 1194, and Wage Order No. 4-2001, § 4. Defendant also paid Adjunct Aggrieved Employees an ascertainable/fixed amount per Course, which was a form of “piece rate” pay, and Adjunct Aggrieved Employees were thus subject to the requirements of Labor Code § 226.2 that governs piece-rate worker pay in California, including to paid for non-productive tasks separately and apart from the piece.

During the Adjunct PAGA Period, Defendant employed Adjunct Aggrieved Employees pursuant to a Teaching Contract that started on the first day of classes. However, Defendant required and/or expected Adjunct Aggrieved Employees to perform work prior to the first day of classes, including but not limited to, preparing syllabi and other course materials. As the compensation set out in the Teaching Contract only covered the period of the Contract, LPU did not pay Adjunct Aggrieved Employees for the work performed before and after the Teaching Contract, separately from the piece, or at all, in violation of Labor Code §§ 226.2, 1194, 1194.2, 1198 and IWC Wage Order No. 4, § 4.

Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation of Labor Code §§ 226.2, 1194, 1194.2, 1198, and IWC Wage Order No. 4, § 4, and two hundred dollars (\$200) for each subsequent violation.

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Violation of Labor Code §§ 226.2, 226.7 and IWC Wage Order No. 4, § 12

Adjunct Aggrieved Employees worked at least 3.5 hours or more in a row. LPU knew or should have known that they did so because it was a result of LPU's own scheduling practices, policies, job duties/expectations and/or the nature of Adjunct Aggrieved Employees' jobs. LPU was therefore required to permit and authorize Adjunct Aggrieved Employees to take paid rest breaks of at least 10 minutes for every 3.5 hours worked and under Labor Code §§ 226.2, 226.7 and Wage Order No. 4, § 12 to pay Adjunct Aggrieved Employees at their average hourly rate for their time spent on rest breaks separately and apart from the piece. LPU failed pay separately and hourly for rest breaks, however, thereby triggering an obligation to make premium payments to Adjunct Aggrieved Employees under Labor Code § 226.7 and Wage Order No. 4-2001, which it failed to do.

LPU also maintained policies and/or practices that impeded Adjunct Aggrieved Employees' ability to take off-duty 10-minute rest periods. These policies and/or practices included, but were not limited to, requiring Adjunct Aggrieved Employees to arrive early to prepare for class, and to be available to students before, during, and after class. Thus, LPU failed to authorize and permit compliant rest breaks in accordance with Labor Code § 226.7 and Wage Order No. 4-2001, § 12(A) thereby triggering an obligation to make premium payments to Adjunct Aggrieved Employees under Labor Code § 226.7 and Wage Order No. 4-2001, § 12, which it failed to do.

Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation of Labor Code §§ 226.2 and 226.7 and IWC Wage Order No. 4, § 12, and two hundred dollars (\$200) for each subsequent violation.

Violation of Labor Code §§ 201-203

During the Adjunct PAGA Period, because Adjunct Aggrieved Employees were not paid separately and hourly for rest breaks or non-productive time, were not paid for all hours worked, and were not paid premium pay, they were not paid all wages due at the time of discharge from employment, in violation of Labor Code § 201, 202 and 203.

In addition, during the Adjunct PAGA period, LPU issued Adjunct Aggrieved Employees Teaching Contracts for a definitive period of time, which ended on the last day of the Contract, and Adjunct Aggrieved Employees were therefore discharged at the end of each Contract. However, rather than pay Adjunct Aggrieved Employees all wages due to them on the last day of their employment, i.e., the last day of the Teaching Contract, LPU paid Adjunct Aggrieved Employees pursuant to its regular payroll schedule, which resulted in Adjunct Aggrieved Employees being paid after the date of their discharge from employment, in violation of Labor Code § 201, 202 and 203.

Pursuant to Labor Code § 2699(f)(2), Plaintiff and Adjunct Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation of Labor Code §§ 201, 202 and 203, and two hundred dollars (\$200) for each subsequent violation.

Private Attorney General Act Notice of Claims
Pursuant to California Labor Code § 2699

Therefore, pursuant to Labor Code § 2699, we write to inform you and the Labor and Workforce Development Agency of our intent to amend our lawsuit against LPU to include a claim for civil penalties under the PAGA based on the Labor Code violations alleged above.

Yours truly,

Julian Hammond