

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
3 Lauren Falk, Esq. (#316893)
4 Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
5 Irvine, CA 92618
Tel.: (949) 387-7200
6 Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
7 Email: Greg@jameshawkinsaplc.com
8 Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
9 Email: Ava@jameshawkinsaplc.com

10 Attorneys for Plaintiff TAHRYA A. CALDWELL,
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 TAHRYA A. CALDWELL, on behalf of the
15 general public as private attorney general,

16 Plaintiff,

17 v.

18 PRIME HEALTHCARE SERVICES –
ALVARADO HOSPITAL, LLC dba as
19 ALVARADO HOSPITAL MEDICAL
CENTER; and DOES 1-50, inclusive,
20

Case No.: 37-2022-00015995-CU-OE-CTL
Assigned for all Purposes to:
The Hon. Michael T. Smyth
Dept.: C-67

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date: September 19, 2025
Time: 9:00 a.m.
Dept.: C-67

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7
8
9

10
11
12

13
14
15
16
17
18
19
20
21
22
23
24

25
26
27
28

1 agreed to mediate this action with mediator Kevin Barnes, Esq., a respected and experienced
2 wage and hour class action mediator. On October 30, 2024, the Parties participated in an all-day
3 private mediation with the mediator. During the mediation the Parties engaged in extensive,
4 arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The
5 Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including
6 the exchange of detailed statistical data regarding weeks and pay periods worked by individuals
7 and Plaintiff. Thereafter, the parties worked together to finalize the terms of the long form
8 settlement agreement that is now placed before this Court for approval.

9 5. The claim before this court is the representative claim under PAGA on behalf of
10 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
11 settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendants
12 filed and served its answer generally denying the claims therein and asserting affirmative
13 defenses. Defendants deny any wrongdoing and denies liability with respect to the matters
14 alleged in the Complaint and believes that it has valid defenses to all of Plaintiff's claims.
15 Defendants further contend that it has complied with all wage and hour laws applicable to the
16 employment of Plaintiff and other PAGA Claim Employees. To date, no court has made any
17 findings that Defendants engaged in any wrongdoing or in any wrongful conduct, or otherwise
18 acted improperly or in violation of any law, rule or regulation with respect to any of the issues
19 presented in this action.

20 6. The Agreement negotiated by the parties provides for Defendants to pay
21 \$1,225,000.00 as the Gross Settlement Amount ("GSA"). (Agreement at § 2). The "Net
22 Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved
23 amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees,
24 Enhancement Award to Plaintiff (if any), and the LWDA Payment. (Agreement at § 2). The Net
25 Settlement Amount is estimated to be \$741,250.00.

26 7. The NSA is calculated as follows: (1) \$428,750.00 (i.e. 35% of the GSA) shall be
27 paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation
28 expenses not to exceed \$30,000.00 (Plaintiff's counsel's litigation costs to date is \$19,766.12)

1 (Agreement at § 2.2); (3) \$10,000.00 Enhancement Award to the Plaintiff for Plaintiff's time and
2 risks in prosecuting this case and Plaintiff's service to the PAGA Claim Employees as well as for
3 Plaintiff's general release of Plaintiff's Released Claims; (4) Administration costs not to exceed
4 \$15,000.00 (The current estimated Administrator's fee is \$14,950.00). Any difference from these
5 maximum amounts will be added to the Net Settlement Amount.

6 8. The Gross Settlement Amount is subject to Court approval consistent with Labor
7 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
8 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
9 Settlement Amount shall be allocated 75% (\$555,937.50) to the LWDA and 25% (\$185,312.50)
10 among PAGA Claim Employees (the "PAGA Claim Employee Amount"). The share of the Net
11 Settlement Amount to be distributed to each PAGA Claim Employee is based on the number of
12 his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay
13 Periods worked by the Settlement Group during the PAGA Period. (Agreement at § 2.4). The
14 75/25 allocation is required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8
15 Cal.5th 175 (2019). Each PAGA Claim Employee will receive approximately \$82.00 per pay
16 period worked.

17 9. The "PAGA Claim Employees" "are comprised of approximately 2,259
18 employees, all of whom are or were employed by Defendant and worked as current and former
19 hourly paid or non-exempt employees at any time from April 6, 2019, through December 31,
20 2023. The "Representative PAGA Claims" are those claims that were alleged, or those which
21 could have been alleged based on the facts set forth in the PAGA Action." The PAGA Period or
22 "Settlement Period" or "Release Period" means April 6, 2019 through December 31, 2023.
23 (Agreement at § D).

24 10. Since the filing of the complaint, the Parties have exchanged extensive informal
25 discovery, participated in Plaintiff's deposition, and engaged in numerous discussions regarding
26 the factual and legal issues surrounding this case. Throughout the litigation, Defendants produced
27 voluminous pages of information and data, including policies, handbooks, time and payroll
28 records over 90% of the PAGA Claim Employees reflecting time punches at the start of

1 employees' shifts, and at the end of the shift, and meal period punches as well as the applicable
2 pay rates. Defendant also provided Plaintiff's personnel file, records regarding documents
3 identifying the non-exempt positions and information regarding the number of employees holding
4 these positions during the relevant time period. Defendant also provided substantial information
5 concerning the total number of PAGA Claim Employees, the total number of pay periods at issue,
6 and the applicable hourly rates and other summary data related to the PAGA Claim Employees.
7 The Parties have conducted informed, good faith arms-length negotiations after conducting
8 discovery and exchanging extensive evidence and information about the claims and defenses of
9 this lawsuit and engaged in pre-mediation discussions, telephone conferences, and
10 correspondence all aimed at settling their dispute.

11 11. In preparation for the mediation, Plaintiff reviewed the entirety of the documents
12 produced. The information had to be analyzed and processed to figure out the amount of
13 compensation Plaintiff contends are due to the PAGA Claim Employees. The evidence and
14 information gathered and reviewed by Plaintiff's counsel provided a factual framework for a
15 comprehensible and reliable damage model pertaining to all Settlement PAGA Claim Employees.
16 The mediation and subsequent negotiations included discussion and examination of the PAGA
17 Claim Employees and the Parties' respective positions on the legal and factual issues raised in the
18 Complaint. This was both a thorough and exhaustive process.

19 12. The PAGA Claim Employees' recovery compares favorably to the estimated
20 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the
21 maximum amount of statutory PAGA civil penalties was potentially \$8,400,000.00 based on
22 84,000 PAGA pay periods multiplied by a maximum per pay period violation rate of \$100.¹ This
23 number could increase assuming the Court would permit stacking of penalties, which could
24 increase the potential exposure to \$34,000,000. However, this scenario is unlikely given the
25 circumstances presented herein. The \$8,400,000 valuation assumes one violation per pay period.
26 This number could be less if a trier of fact determined no such violations occurred in any given

27
28 ¹ Defendant further contends that that proper penalty rate for Plaintiff's claims is \$50 per pay period as laid out in Labor Code § 558 which applies to alleged underpayment of wages.

1 pay period. These amounts are inclusive of penalties for violations of Labor Code §§ 226.7, 512
2 226, §510/558, 201/202/203 for 2,244 former employees. Importantly, however, in total, these
3 calculations were performed at the \$100 statutory rate for the penalties for the first violation, and
4 it is likely that any penalties awarded would be at a much lower rate given the facts of this case.
5 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
6 maximum civil penalty if based on the facts and circumstances to do otherwise would result in an
7 award that is "unjust, arbitrary and oppressive or confiscatory." The maximum exposure here
8 would be approximately \$8,400,000.00 if the Court awarded 100% penalties for each and every
9 pay period at \$100 per pay period. Of course, these amounts would probably have been reduced
10 given the policies in place, and manageability issues, the issues of why someone missed a meal
11 break on any occasion or worked off the clock, and the issues of payment of meal period
12 premiums or regular rate calculation valuations and issues. Given the risks involved, a reasonable
13 Risk Value reduction would put the realistic possibility of recovery of penalties at approximately
14 \$4,200,000.00 taking account for a reasonable 50% chance of recovery. The risks include
15 manageability issues, not prevailing on the merits, prevailing on certain claims for certain
16 periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal.

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

1 14. Further, Defendant argues that Plaintiff’s calculation of penalties as applicable to
2 any employee and for any pay period, is inflated for an additional reason. Defendant argues that
3 even were liability established, one does not reach the second-tier penalty for that violation unless
4 and until the employer is first cited for the violation, and that Defendants has never been cited.
5 *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
6 2448430 *1, *9 (S.D. Cal. 2009) (“For the purposes of subsequent violation penalties, the issue is
7 not whether [Defendants] willfully violated the Labor Code, but rather whether a court or
8 commissioner had notified it of any violation.”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
9 1157, 1209 (2008) (“[u]ntil the employer has been notified that it is violating a Labor Code
10 provision (whether or not the Commissioner or court chooses to impose penalties), the employer
11 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’
12 subject to penalties” at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*,
13 No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying “initial”
14 penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing
15 Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*,
16 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a ‘subsequent
17 violation,’ an employer must have notice that it has violated the Labor Code”). As such,
18 Defendants contend that Plaintiff’s calculation are inflated not only because the “stack” penalties
19 for a single person during a single pay period, but because the penalties Plaintiff would award in
20 each instance are at an inapplicable (doubled) rate.

21 15. Defendant further argues that Plaintiff would still face significant practical
22 problems in aggregating any material exposure, as each violation would need to be proven as to
23 each person and for each period for which recovery is sought. Defendants argues that it is
24 unlikely that any significant number of current and former employees would travel to the venue of
25 a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of
26 \$50 or \$100 (i.e. \$12.50 or \$25) for each pay period in which there was a violation. wage
27 statement penalties”). For purposes of section 226, “a good faith dispute presents when there is
28 (1) uncertainty in the law; (2) representations by an authority that compliance was not required;

1 or (3) an employer's good faith mistaken belief grounded in a good faith dispute." *Magadia v.*
2 *Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). "Mere recklessness" is not a
3 basis for liability. *Pedroza*, 2012 WL 9506073, *5.

4 16. As a result of the mediation and the consideration of all facts, evidence, and
5 arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for
6 \$1,225,000.00.

7 17. Defendants represented that the PAGA Claim Employees consisted of
8 approximately 2,259 PAGA Claim Employees who worked approximately 84,000 pay periods.
9 The Gross Settlement Amount of \$1,225,000.00 constitutes approximately \$14.58 per pay period
10 before deductions for fees, costs, enhancement award, and administration costs. As discussed
11 below, the Gross Settlement Amount accounts for approximately 30% of the maximum potential
12 recovery of \$1,225,000.00 given the reasonable applied risks factors. Upon approval,
13 approximately \$555,937.50 will be sent to the State of California and approximately \$185,312.50
14 will be shared with the PAGA Claim Employees. This equates to approximately \$82.00 to each
15 PAGA Claim Employee.

16 18. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk
17 of litigation and probable outcome if this matter went at trial. Based on their own respective
18 independent investigations and evaluations, and after taking into account the sharply disputed
19 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
20 and the monetary benefits received under the Settlement despite the questionable nature of the
21 claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms
22 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
23 of the State, Plaintiff, and the PAGA Claim Employees. Counsel for the Parties investigated the
24 applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants'
25 defenses thereto and the damages claimed by Plaintiff on behalf of the PAGA Claim Employees.

26 19. I further believe that the consideration and terms set forth in the Settlement
27 Agreement are fair, reasonable, and adequate and are in the best interests of the PAGA Claim
28 Employees in light of all known facts and circumstances, including the various defenses asserted

1 by Defendants, and numerous potential appellate issues. In addition, the prospect of a potential
2 adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy
3 process of establishing specific damages and various possible delays and appeals, were also
4 carefully considered in agreeing to the proposed Settlement.

5 20. The predominant claims in this action arise from alleged violations of California
6 law with respect to Defendants' failure to pay wages including overtime to the PAGA Claim
7 Employees for regular rate miscalculation, off the clock work performed by the PAGA Claim
8 Employees during meal and rest periods due to work interruptions. Plaintiff alleges that
9 Defendants' practices do not provide proper payment for missed meal periods, rest periods and
10 overtime for off the clock work. Defendants contends that it had compliant meal and rest period
11 policies in place and such policies also prohibited employees from working off the clock.

12 21. Defendants contends that Plaintiff and the PAGA Claim Employees were properly
13 compensated, and that they did not violate the Labor Code as to any of them. Defendants asserted
14 additional defenses to the PAGA claim as discussed above. These defenses present a risk to the
15 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

16 22. The Labor Code section 203 claim was uncertain given the defenses asserted for
17 the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a
18 Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding on given
19 Defendants' apparently compliant policies and procedures at the time of mediation. The labor
20 code section 226 claim was dependent on the underlying claims for failure to pay wages.

21 23. Further, Plaintiff's Counsel considered the fact that continued litigation would
22 likely take years and would be extremely expensive given the breadth and complexity of the
23 claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely
24 drag the case far into the future even with a positive trial result. When facing a distant and unsure
25 resolution of the allegations in this action, the swift, sure and substantial Settlement is all the
26 more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the
27 PAGA Claim Employees was a consideration favoring settlement. Given these realities, it is
28 highly likely that the future expense of this litigation, and its likely duration if the settlement is

1 not approved, would be significant and weigh heavily in favor of approval of this settlement.

2 24. Based on the Gross Settlement Amount of \$1,225,000.00, 75% of this amount will
3 be distributed to the LWDA and 25% to the PAGA Claim Employees. As such, provides on
4 average each PAGA Claim Employee with approximately \$82.00. To the extent any amount for
5 Attorneys' Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the
6 difference in those amounts will be added to the Net Settlement Amount. This is a guaranteed
7 amount of money paid to PAGA Claim Employees now, rather than the continued risk of further
8 litigation and receiving no money sometime in the far future and after trial and appeals.

9 25. Plaintiff, as PAGA Representative, has provided extensive supporting documents
10 and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff
11 also conducted record review and consultation with counsel in preparation for discovery,
12 including her deposition, and eventual mediation, and to assist in evaluating and proving the
13 claims. The Settlement provides for a Payment to be paid to the Plaintiff in the amount of
14 \$10,000, subject to Court approval. The purpose is to compensate the Plaintiff as PAGA
15 Representative an additional enhanced payment, taking into consideration the risks, time, effort
16 and expenses incurred in coming forward to provide invaluable information and negotiate and
17 litigate this matter on behalf of all PAGA Claim Employees who otherwise, would probably not
18 file their own individual claims to recover what may be relatively low damages. Further, the
19 Payment of \$10,000.00 Plaintiff is a very fair and justified as part of the Settlement based on the
20 risks Plaintiff has taken and benefits conferred upon the Settlement Group.

21 26. I have a great deal of experience in wage and hour class action litigation. I have
22 obtained certification of several classes, I have been approved as class counsel in many other
23 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
24 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
25 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- 26 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.:
27 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
28 premium wages for meal period and rest periods and resultant penalties. Class

1 Notice pending.

2 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
3 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
4 wages of overtime for mis-classification of insurance claims adjusters employed
5 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
6 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
7 Approval granted, no objections and funds fully distributed.

8 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
9 08-04554. Wage and Hour Class Action case seeking past wages for "off the
10 clock", overtime and meal and rest break violations for production workers in the
11 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
12 Final Approval granted, no objections and funds fully distributed.

13 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
14 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
15 period violations for retail employees in the State of California. Plaintiffs' counsel
16 appointed co-lead counsel. Case settled, Final Approval granted, no objections
17 and funds fully distributed.

18 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
19 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
20 meal and rest period violations for retail employees in the State of California.
21 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
22 granted, no objections and funds fully distributed.

23 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
24 County Superior Court, Case No. BC393709. Wage and Hour Class Action
25 seeking past wages for overtime, meal and rest break violations for driver
26 employees in the State of California. Settlement for "binding arbitration."
27 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs'
28 counsel, lead trial counsel and class counsel.

1 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
2 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
3 wages for overtime, meal and rest breaks violations for production employees in
4 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
5 Final Approval granted, no objections and funds fully distributed.

6 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside
7 County Superior Court, Case No. RIC 440630. Wage and Hour Class Action
8 seeking past wages for overtime, meal and rest break violations for production
9 employees in the State of California. Plaintiffs' counsel appointed as co-lead
10 counsel. Case settled, Final Approval granted, no objections and funds fully
11 distributed.

12 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
13 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
14 deductions, meal and rest break violations for restaurant employees in the State of
15 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
16 Approval granted and funds fully distributed.

17 j. *Padron v. Universal Protection Service, et al*, Orange County Superior
18 Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages
19 for overtime, meal and rest break violations for security officers in the State of
20 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
21 Approval granted, no objections and funds fully distributed.

22 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior
23 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class
24 Action seeking past wages for meal and rest break violations for security officers
25 employed by defendant in the State of California. Plaintiffs' counsel and co-
26 counsel. Case settled, Final Approval granted and funds fully distributed.

27 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior
28 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages

1 for overtime, meal and rest break violations for housekeepers employed by
2 defendant in the State of California. Plaintiffs' counsel appointed as lead counsel.
3 Case settled, Final Approval granted, no objections and funds fully distributed.

4 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL
5 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
6 wages for meal and rest period violations for non-exempt employees employed by
7 defendant in the state of California. Case settled. Awaiting Preliminary Approval
8 hearing. Plaintiff has petitioned the Court for Lead Counsel.

9 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
10 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
11 wages for field and branch employees of defendant in the State of California.
12 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
13 Approval.

14 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
15 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
16 employees of defendant in the State of California. Plaintiffs' counsel appointed as
17 lead counsel. Case settled, Final Approval granted, no objections and funds fully
18 distributed.

19 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
20 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
21 meal and rest break violations for security guards employed by defendant in the
22 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
23 Final Approval granted, no objections and funds fully distributed.

24 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
25 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
26 unpaid meal and rest break violations for production employees employed by
27 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
28 Case settled, Final Approval granted, no objections and funds fully distributed.

1 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court,
2 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
3 and rest break violations for restaurant employees employed by defendant in the
4 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
5 Final Approval granted, no objections and funds fully distributed.

6 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case
7 No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for
8 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the
9 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
10 Final Approval granted, no objections and funds fully distributed.

11 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court,
12 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for
13 meal and rest break violations for retail employees employed by defendant in the
14 State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
15 Approval granted, no objections and funds fully distributed.

16 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court,
17 Case No. 07CC00015. Wage and Hour Class Action seeking past wages of
18 overtime for mis-classification of managers employed by Defendant in the State of
19 California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.

21 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior
22 Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages
23 for overtime, meal and rest break violations for production workers employed by
24 defendant in the State of California. Plaintiffs' counsel appointed lead counsel.
25 Cased settled; final approval granted; no objections and funds fully distributed.

26 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior
27 Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for
28 overtime, meal and rest period violations for production employees employed by

1 defendant in the State of California. Plaintiff counsel appointed as lead counsel.

2 Case settled, Final Approval granted, no objections and funds fully distributed.

3 27. Here, the Parties' agreement to pay Counsel Fees of \$428,750.00 of the Gross
4 Settlement Amount is reasonable.

5 28. The requested fees are justified by the result achieved. Plaintiff's Counsel
6 negotiated a recovery of \$1,225,000.00 and this result justifies the requested fees equal of up to
7 35% of this recovery (\$428,750.00). This percentage is within the standard contingent recovery
8 percentages within California. Second, the requested fees are justified by the work performed and
9 the results achieved.

10 29. My firm on behalf of Plaintiff and the PAGA Claim Employees has invested 284.2
11 total documented hours litigating this matter through the date of this declaration for a total
12 lodestar of **\$230,870.00** in fees, broken down as follows: my rate of \$950 per hour x 91.4 hours =
13 \$86,830.00; Gregory Mauro's rate of \$850 per hour x 146.8 hours = \$124,780.00; and paralegal
14 Melissa Whitson's rate of \$200 x 46 hours = \$9,200.00. The lodestar with a modest 1.85
15 multiplier totals the \$428,750.00 in fees requested.

16 30. Finally, the award of litigation expenses is based upon the actual expenses incurred
17 by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are
18 detailed in **Exhibit # 2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be
19 recovering litigation expenses in the total amount of \$19,766.12.

20 31. Attached hereto as **Exhibit # 3** is a true and correct copy of the bid from ILYM
21 Group, Inc., which details the services, fee calculation, and rates of the Settlement
22 Administration.

23 32. The California Labor Workforce Development Agency ("LWDA") is being served
24 with a copy of this motion with the Settlement Agreement and Release through the online process
25 as required by Labor Code § 2699(l). This service on the LWDA is verified in the separately
26 filed proof of service.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on
2 April 10, 2025 at Irvine, California.

3 
4 James R. Hawkins

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24 **Exhibit 1**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Tahyra A. Caldwell (“Caldwell” or “Plaintiff”) and Prime Healthcare Services—Alvarado Hospital, LLC (“Prime” or “Employer” or “Defendant”). Plaintiffs and Prime shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Plaintiff was formerly employed by Defendant.

B. On or about February 21, 2022, and again on November 12, 2024, Plaintiff transmitted a letter to the California Labor and Workforce Development Agency (“LWDA”) asserting that Defendant failed to comply with various provisions of the California *Labor Code* (the “PAGA Notices”). Plaintiff seeks penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”) as set forth in California *Labor Code* §2698 *et. seq.*, on behalf of all current and former non-exempt employees of Defendant in California who were employed by Defendant at any time from April 6, 2019, through present, for asserted violations of California *Labor Code* and applicable Wage Orders. Plaintiff also seeks an award of reasonable attorneys’ fees and costs as permitted by the PAGA, Labor Code § 2699.

C. On or about April 28, 2022, Plaintiff filed a Complaint for Civil Penalties in San Diego County Superior Court, titled, *Tahyra A. Caldwell v. Prime Healthcare Services—Alvarado Hospital, LLC d/b/a Alvarado Hospital Medical Center*, Case Number 37-2022-00015995-C-OE-CTL. Along with submitting this Agreement for approval by the Court, Plaintiff filed a First Amended Complaint for Civil Penalties (collectively, the “PAGA Complaint”) The PAGA Notices and the PAGA Complaint will hereinafter be referred to jointly as the “PAGA Action,” and are attached hereto as **Exhibit A**.

D. The “PAGA Claim Employees” are comprised of approximately 2,259 employees, all of whom are or were employed by Defendant and worked as current and former hourly paid or non-exempt employees at any time from April 6, 2019, through December 31, 2023. The “Representative PAGA Claims” are those claims that were alleged, or those which could have been alleged based on the facts set forth in the PAGA Action. The time periods released by this settlement are from April 6, 2019, through December 31, 2023 (the “Settlement Period.”)

E. The Parties acknowledge that there is a bona fide dispute as to the merits of Plaintiff’s claims. The Parties further desire to compromise, settle and release any and all PAGA claims predicated on the alleged Labor Code violations to Plaintiff individually and all allegedly aggrieved employees as set forth in the Action.

F. The Parties believe and agree that the PAGA Settlement herein provides for a fair, adequate, and reasonable resolution of the PAGA claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

G. By this Agreement, the Parties have settled, fully and finally, all PAGA claims that Plaintiff has alleged, or might have alleged based on the facts pled in the PAGA Action, against Prime, including but not limited to those claims which could be asserted in any PAGA lawsuit, or

any PAGA administrative, civil, or governmental proceeding and any claims that could be asserted by the PAGA Claim Employees related to the Representative PAGA Claims concerning the PAGA Period (the “PAGA Settlement.”)

H. The Parties agree to the designation of James Hawkins APLC as counsel for Plaintiff and the PAGA Claim Employees for all purposes in the PAGA Action (“Plaintiff’s Counsel”).

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

TERMS AND SETTLEMENT

1. **No Admission of Liability.** This Agreement memorializes the compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Prime, or any other person or business entity. Prime denies all allegations of wrongdoing arising out of the employment relationship between the Parties including the PAGA Claim Employees. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

2. **Consideration by Prime.** In exchange for a full and complete settlement and in release and discharge of the Released Claims (as defined herein) with respect to the Representative PAGA Claims and the PAGA Claim Employees, Prime will pay the gross amount of one million two hundred twenty five thousand dollars and zero cents (\$1,225,000.00) (the “Gross Settlement Amount”) In no way will the amount Prime is to pay as part of this Agreement exceed the total sum of \$1,225,000.00 (“Consideration”). Defendant shall not be required to pay more than the Gross Settlement Amount to obtain the relief provided in this Agreement or to fully and finally settle and resolve the Representative PAGA Claims. Defendant shall provide the Gross Settlement Amount to the Settlement Administrator pursuant to the timing listed below in Section 3. Upon the Settlement Administrator’s receipt of the funds, the Settlement Administrator will then disburse payment pursuant to the timing listed below in Section 3, and according to the terms of this Agreement as follows:

2.1 One check payable to Tahyra A. Caldwell in the gross amount of ten thousand dollars and no cents (\$10,000.00). The Parties intend this amount to represent compensation for Plaintiff as the PAGA representatives on behalf of the PAGA Claim Employees and for any other claims Plaintiff has or may have against Defendant, excluding Plaintiff’s separately filed Civil Action, titled Tahyra A. Caldwell v. Prime Healthcare Services—Alvarado Hospital, LLC d/b/a Alvarado Hospital Medical Center, San Diego Superior Court Case No.: 37-2022-00019862-CU-WT-CTL (the “Civil Action”), JAMS Arbitration Demand No. 1240025286 (“Arbitration Action”). The Settlement Administrator will issue an IRS form 1099 to Plaintiff regarding this payment. This is not a material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. Any reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under Section 2.4 of this Agreement. Defendant will not oppose any request consistent with this Section.

2.2 One check payable to Plaintiff's Counsel in a gross amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount for attorneys' fees to Plaintiff's counsel, or Four Hundred and twenty eight thousand seven hundred and fifty dollars (\$428,750.00) and actual costs not to exceed thirty thousand (\$30,000). The Settlement Administrator shall issue appropriate IRS form 1099s to Plaintiff's counsel. This is not a material term of this Agreement, and any denial or modification by a Court of this term will not invalidate the rest of this Agreement. Any reduced amounts will be added to the portion of the settlement to be paid to the LWDA and the PAGA Claim Employees under Section 2.4 of this Agreement. Defendant will not oppose any request consistent with this Section. Plaintiff and Defendant shall bear her/its own attorney's fees and costs, except as provided herein.

2.3 Actual administration costs, not to exceed fifty thousand (\$15,000) shall be paid to the Settlement Administrator, ILYM Group, Inc. , from the Gross Settlement Amount, which will cover all costs of distribution, including: (a) reporting payment of the individual settlement payments to all required taxing and other authorities, take appropriate withholdings, and issue IRS Forms 1099, if required by law; (b) translating, if necessary, any notices provided to the PAGA Claim Employees; (c) establishing a Qualified Settlement Fund ("QSF") for the purpose of administering the Settlement; and (d) all of the costs, fees, and expenses, incurred in performing the above listed functions and those contemplated in Section 3.

2.4 The remaining balance after deducting the amount being paid to Plaintiff, attorneys' fees and costs to Plaintiff's counsel, and the Settlement Administrator's Fees is estimated to be no less than Seven Hundred and Forty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$741,250) (the "Net Settlement Amount"), which shall be distributed as follows:

a. Seventy Five Percent (75%) of the Net Settlement Amount, or no less than Five Hundred Fifty Five Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents (\$555,937.50) shall be paid to the California Labor and Workforce Development Agency ("LWDA") which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor code section 2698, *et seq.*

b. Twenty Five Percent (25%) of the Net Settlement Amount, or no less than One Hundred and Eighty Five Thousand Three Hundred Twelve Dollars and Fifty Cents (\$185,312.50) (the "PAGA Claim Employee Amount") shall be paid to the PAGA Claim Employees which represents civil penalties payable to the PAGA Claim Employees as compensation for disputed civil penalties that are allegedly owed on the Representative PAGA Claims for the Settlement Period as to all alleged PAGA Claim Employees described in the Lawsuit, which amounts shall be distributed by a Settlement Administrator agreed upon by the Parties pursuant to the formula set out in Section 2.5.

2.5 The formula for distribution of the amount described in Section 2.4(b) is as follows: Each PAGA Claim Employee shall be allocated a proportionate share of the PAGA Claim Employee Amount based on the Defendant's data regarding the number of Qualifying

Wage Statements he/she received while employed as a PAGA Claim Employee during the relevant time period set forth in Recital D. To perform this function, “Qualifying Wage Statements” are to be identified and tabulated by assigning a value of “1 wage statement” to each wage statement during which the individual was employed by Defendant in a non-exempt position in California during the Settlement Period. After calculating the Qualifying Wage Statements for each individual PAGA Claim Employee, the Settlement Administrator shall then compute the sum total of all Qualifying Wage Statements combined to arrive at an “aggregate total of all Qualifying Wage Statements worked by all PAGA Claim Employees.” After calculating the “aggregate total of all Qualifying Wage Statements worked by all PAGA Claim Employees,” the amount payable per-wage statement will then be calculated by dividing the amount specified in Section 2.4(b) by the “aggregate total of all Qualifying Wage Statements issued to all PAGA Claim Employees.” The amount payable per-wage statement will then be multiplied by the number of Qualifying Wage Statements worked by the individual PAGA Claim Employee. This figure will be known as the “PAGA Claim Employee Settlement Award” (defined herein as “the amount of money allocated to each PAGA Claim Employee”).

3. **PAGA Settlement Administration.** The Parties have agreed to selecting ILYM Group, Inc. as the Settlement Administrator to administer the Settlement. All the Settlement Administrator’s costs and fees shall be paid from the Gross Settlement Amount.

3.2 Within thirty (30) calendar days after the Effective Date (as defined herein), Defendant shall provide to the Settlement Administrator a spreadsheet, in a searchable electronic format, which contains the following for each individual falling within the definition of PAGA Claim Employee for the entire Settlement Period: (i) each PAGA Claim Employee's name, (ii) last known address, (iii) last known telephone number (if available), (iv) social security number, and (v) the number of Qualifying Wage Statements during the Settlement Period (the “PAGA Claim Employee List”). The PAGA Claim Employee List shall be held as private and confidential information and shall not be shared with Plaintiff’s counsel or any third party by the Settlement Administrator without the express written consent of Defendant’s counsel of record and/or court order.

3.3 Within fifteen (15) business days after the Effective Date, Defendant shall transfer the Gross Settlement Amount to the Settlement Administrator to affect disbursement of the Gross Settlement Amount.

3.4 Within fourteen (14) calendar days of transfer of the Gross Settlement Amount, the Settlement Administrator shall distribute such funds under the allocation plan set forth in Sections 2.1-2.5 above. All Settlement checks sent to the PAGA Claim Employees shall be accompanied with a Notice, attached hereto as **Exhibit B**, which shall provide a brief description of the PAGA Action and this Settlement. If a PAGA Settlement Notice is returned because of an undeliverable address, the Settlement Administrator shall conduct a skip trace to locate a correct address. There will be one search by the Settlement Administrator, via U.S. Postal Service Records. One supplemental PAGA Settlement Notice will be mailed to each PAGA Claim Employee whose Notice is returned to the Settlement Administrator within five (5) calendar days of the initial mailing of the Notices by the Settlement Administrator, or other such notice as ordered by the Court.

3.5 As the PAGA Action is not a class action, the Parties agree that California Code of Civil Procedure section 384 shall not be applicable. Any checks uncashed after six (6) months will escheat to the LWDA. The Settlement Administrator shall be responsible for administration of all unclaimed funds, including any and all reporting requirements proscribed by California law.

3.6 Within twenty (20) calendar days of distributing the Gross Settlement Amount and the Settlement Balance, the Settlement Administrator shall provide to the Parties, for filing with the Court by Plaintiff, a declaration verifying, under oath, that the Settlement Administrator has affected disbursement of the Gross Settlement Amount pursuant to the terms of this Agreement.

3.7 All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to counsel of record at their respective addresses.

3.8 The Parties agree there is no statutory right for any PAGA Claim Employee to intervene, object, opt out or otherwise exclude himself or herself from the PAGA Settlement. Except as otherwise stated, the Parties will jointly defend against any attempt by any PAGA Claim Employee or by any entity or agency to intervene in this matter or object to/opt-out of this PAGA Settlement. The Parties will jointly defend against any appeal filed with respect to the Court's Order approving this PAGA Settlement.

4. **Court Approval, Dismissal, and Judgment.** Plaintiff's Counsel shall file a stipulation (or a motion, if required) with the Court to enter the Order Approving Settlement and entering Judgment thereon. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement. The Court's approval of this Agreement shall be embodied in a written Order and Judgment. The Parties shall also jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6 and other applicable law.

4.1 If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

4.2 Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of PAGA Claim Employees (Recital D); the definition of Effective Date (Section 8); the definition of Settlement Period (Recital D); the definition of Released Claims (Section 6); the definition of Released Parties (Section 6); the definition of Gross Settlement Amount (Section 2); and the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in Section 4. The following terms are not material to this Agreement, meaning the Court can modify the amounts allocated in this Agreement: the allocation of fees and costs to Plaintiff's counsel

under Sections 2.2; the amount of the Settlement Administration fee (Section 2.3); and the amount paid to Plaintiff for her services (Sections 2.1).

5. **Taxes.** Plaintiff understands and acknowledges that Prime will not deduct any taxes or other withholdings from the Consideration described in Section 2.1 above and that she is fully responsible for all taxes, if any, to the Internal Revenue Service, California Franchise Tax Board, or other taxing authorities, pertaining to any payments that each receives under this Agreement. Plaintiff will receive an IRS Form 1099 for said sums. Plaintiff and each PAGA Claim Employee bear full responsibility for the payment of any taxes or withholdings arising from the PAGA Claim Employee Settlement Awards or general release payments paid to them. Neither Plaintiff's Counsel nor counsel for Defendant intend anything contained herein to constitute advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each PAGA Claim Employee are unique, and each PAGA Claim Employee is advised to obtain tax advice from his or her own advisor with respect to any payments resulting from this Settlement.

6. **Release by Plaintiffs on Behalf of the LWDA.** Upon the approval by the Court of this Agreement, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, individually and as the representative acting as proxy or agent of the LWDA, a State of California Executive Branch Agency, and PAGA Claim Employees, in this PAGA Action, agree to release Defendant and any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, non-profit entities, as well as each of its or their past, present officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant ("Released Parties") for penalties under PAGA, predicated on purported violation of the California Labor Code Sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 204(a), 205, 205.5, 206, 210, 218.5, 221, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, 2802, 2804, Business and Professions Code section 17200 and applicable Wage Orders based on the facts as alleged in the PAGA Action that accrued at any time during the Settlement Period ("Released Claims"). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Claim Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims for the Settlement Period is completely and forever foreclosed. All PAGA Claim Employees are to be bound by the PAGA Settlement upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her PAGA Claim Employee Settlement Award. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time between April 6, 2019, through December 31, 2023. This release does not release PAGA Claim Employee's individual claims other than the Released PAGA Claims as described herein. This release excludes Plaintiff's separately filed Civil Action, titled *Tahyra A. Caldwell v. Prime Healthcare Services—Alvarado Hospital, LLC d/b/a Alvarado Hospital Medical Center*, San Diego Superior Court Case

No.: 37-2022-00019862-CU-WT-CTL (the “Civil Action”), JAMS Arbitration Demand No. 1240025286 (“Arbitration Action”).

8. **Effective Date.** The “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final and is no longer appealable. The Judgment is final and no longer appealable upon the later of: (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 (i.e., 61 days after Judgment is entered); (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.

9. **LWDA Notice.** Pursuant to California Labor Code section 2699(l), Plaintiff will provide a copy of this Agreement to the LWDA concurrently with the filing of the stipulation or motion for settlement approval. Plaintiff will also file a declaration in support of her stipulation or motion for settlement approval confirming that she has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, Plaintiff shall submit to the LWDA a copy of the Court’s judgment and order approving this Agreement within ten (10) days after entry of the judgment or Order.

10. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

11. **Breach by Parties.** In addition to any other rights the Parties have or may have under this Agreement, in the event of a breach by any party of any of the terms of this Agreement, the non-breaching Party(ies) shall be entitled, if it shall so elect, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by any party and to enjoin the other party(ies) from any further violation of this Agreement and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law. The Parties acknowledge, however, that the remedies at law for any breach by either party may be inadequate and that the non-breaching party shall be entitled to injunctive relief against the breaching party in the event of any breach. If the non-breaching party(ies) prevails in a proceeding for damages or injunctive relief, the breaching party agrees that the non-breaching party, in addition to other relief, shall be entitled to reasonable attorney fees, costs, and the expenses of litigation incurred by the non-breaching party(ies) in securing the relief granted by the Court.

12. **No Attorneys’ Fees and Costs.** Except as otherwise set forth in this Agreement, the Parties agree that they shall bear their own respective costs and fees, including attorneys’ fees, in connection with the negotiation and execution of this Agreement.

13. **Agreement is Voluntary.** Plaintiff understands and agree that she: Has had a reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them;

- 13.2 Has carefully read and fully understand all of the provisions of this Agreement;
- 13.3 Is, through this Agreement, releasing any and all claims she may have against any Released Parties as defined herein;
- 13.4 Knowingly and voluntarily agree to all of the terms set forth in this Agreement;
- 13.5 Knowingly and voluntarily intend to be legally bound by the same; and
- 13.6 Was represented by and consulted an attorney prior to agreeing to the terms of this Agreement.
14. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.
15. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, employees against any and all claims based upon, arising out of, or in any way connected with any such actual transfer or assignment.
16. **Severability.** Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.
17. **Integration.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile or electronic transmission shall have the same force, validity and effect as the originals thereof.
19. **Interpretation.** This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code section 1654, and any successor or amended statute.
20. **Governing Law and Venue.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of San Diego.

21. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

22. **Confidentiality/Publicity.** Except as required by law or as necessary to administer the settlement, Plaintiff and Plaintiff's Counsel will not make any disclosure of this Agreement. Plaintiff and Plaintiff's Counsel represent that they have not made any such disclosure prior to the execution of this Agreement. Plaintiff and Plaintiff's Counsel shall not initiate contact with PAGA Claim Employees during the settlement approval process, or encourage PAGA Claim Employees to object to the Settlement. Plaintiff's Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against disclosure of this Agreement as set forth in this paragraph. Plaintiff's Counsel and Plaintiff agree not to disclose or publicize the existence or terms of this Agreement with the media, including but not limited to, any newspaper, journal, magazine, or other publication, or on any website, social media platform, online publication, and/or online reporter of settlements at any time.

23. **Proportional Increase to Gross Settlement Amount:** The Gross Settlement Amount was calculated with, and is premised on, the understanding that the PAGA Claim Employees worked approximately 84,000 pay periods during the PAGA Period up until the date of mediation. If the actual number of Qualifying Wage Statements is greater than 10% of this estimate, then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the PAGA Period up until the date of mediation, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

Dated: 1/29/2025

DocuSigned by:



74A8FE2D41E6402...

Tahyra A. Caldwell

Prime Healthcare Services—Alvarado Hospital, LLC

Dated:

By:

Its:

Approved as to Form:

21. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

22. **Confidentiality/Publicity.** Except as required by law or as necessary to administer the settlement, Plaintiff and Plaintiff's Counsel will not make any disclosure of this Agreement. Plaintiff and Plaintiff's Counsel represent that they have not made any such disclosure prior to the execution of this Agreement. Plaintiff and Plaintiff's Counsel shall not initiate contact with PAGA Claim Employees during the settlement approval process, or encourage PAGA Claim Employees to object to the Settlement. Plaintiff's Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against disclosure of this Agreement as set forth in this paragraph. Plaintiff's Counsel and Plaintiff agree not to disclose or publicize the existence or terms of this Agreement with the media, including but not limited to, any newspaper, journal, magazine, or other publication, or on any website, social media platform, online publication, and/or online reporter of settlements at any time.

23. **Proportional Increase to Gross Settlement Amount:** The Gross Settlement Amount was calculated with, and is premised on, the understanding that the PAGA Claim Employees worked approximately 84,000 pay periods during the PAGA Period up until the date of mediation. If the actual number of Qualifying Wage Statements is greater than 10% of this estimate, then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the PAGA Period up until the date of mediation, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

Dated:

Tahyra A. Caldwell

Prime Healthcare Services—Alvarado Hospital, LLC

Dated:



By:
Its:

Approved as to Form:

21. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

22. **Confidentiality/Publicity.** Except as required by law or as necessary to administer the settlement, Plaintiff and Plaintiff's Counsel will not make any disclosure of this Agreement. Plaintiff and Plaintiff's Counsel represent that they have not made any such disclosure prior to the execution of this Agreement. Plaintiff and Plaintiff's Counsel shall not initiate contact with PAGA Claim Employees during the settlement approval process, or encourage PAGA Claim Employees to object to the Settlement. Plaintiff's Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against disclosure of this Agreement as set forth in this paragraph. Plaintiff's Counsel and Plaintiff agree not to disclose or publicize the existence or terms of this Agreement with the media, including but not limited to, any newspaper, journal, magazine, or other publication, or on any website, social media platform, online publication, and/or online reporter of settlements at any time.

23. **Proportional Increase to Gross Settlement Amount:** The Gross Settlement Amount was calculated with, and is premised on, the understanding that the PAGA Claim Employees worked approximately 84,000 pay periods during the PAGA Period up until the date of mediation. If the actual number of Qualifying Wage Statements is greater than 10% of this estimate, then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the PAGA Period up until the date of mediation, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

Dated: 1/29/2025

DocuSigned by:

 74A8FE2D41E6402...
 Tahyra A. Caldwell

Prime Healthcare Services—Alvarado Hospital, LLC

Dated:

By: _____
 Its:

Approved as to Form:

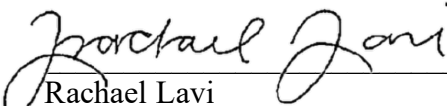
Dated: 01/29/2025

JAMES HAWKINS APLC

James Hawkins
Attorneys for Tahyra Caldwell and the
Aggrieved Employees

Dated: 1/29/2025

LITTLER MENDELSON, P.C.



Rachael Lavi
Attorneys for Defendant

EXHIBIT A

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

TAHYRA A. CALDWELL, on behalf of
the general public as private attorney
general,

Plaintiff,

v.

PRIME HEALTHCARE SERVICES –
ALVARADO HOSPITAL, LLC dba as
ALVARADO HOSPITAL MEDICAL
CENTER; and DOES 1-50, inclusive,

Defendants.

Case No. 37-2022-00015995-CU-OE-CTL

NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM (CAL. LABOR CODE § 2698 *ET SEQ.*)

You have been identified as an individual who worked for Defendant Prime Healthcare Services—Alvarado Hospital, LLC (“Defendant”) in California, as a non-exempt employee at any time between April 6, 2019, through December 31, 2023. (“PAGA Claim Employees”).

Plaintiff Tahyra Caldwell (the “Plaintiff”) commenced a lawsuit against Defendant in San Diego Superior Court, case number 37-2022-00015995-CU-OE-CTL (“Lawsuit”) to recover civil penalties. Plaintiff alleges in the Lawsuit that Defendant failed to properly pay wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), paid sick leave, unpaid vacation time; failed to provide compliant meal periods and rest periods, or pay premiums in lieu thereof, and wage statements; failed to pay wages untimely, both during and at the end of employment; failed to maintain records; failed to reimburse necessary business expenses; and, failed to provide suitable seating. For these alleged violations, Plaintiff sought penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit were litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the approval by the Court of this Agreement, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, individually and as the representative acting as proxy or agent of the LWDA, a State of California Executive Branch Agency, and PAGA Claim Employees, in this PAGA Actions, agree to release Defendant, its parent, subsidiary, and affiliated companies, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers, plans, and legal representatives ("Released Parties") for penalties under the California Labor Code Private Attorneys' General Act ("PAGA") predicated on the violation of California Labor Code sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 204(a), 205, 205.5, 206, 210, 218.5, 221, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, 2802, 2804, Business and Professions Code section 17200, and applicable Wage Orders based on the facts as alleged in the PAGA Action that accrued at any time during the Settlement Period ("Released Claims"). It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims for the Settlement Period (April 6, 2019, through December 31, 2023) is completely and forever foreclosed. This release does not release PAGA Claim Employee's individual claims other than the Released PAGA Claims as described herein.

If you have any questions, please contact James Hawkins APLC, counsel for Plaintiff Tahyra Caldwell, at (949) 387-7200.

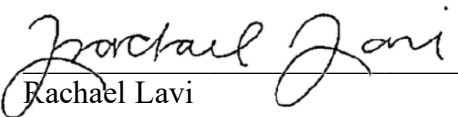
Dated: 01/29/2025

JAMES HAWKINS APLC

James Hawkins
Attorneys for Tahyra Caldwell and the
Aggrieved Employees

Dated: 1/29/2025

LITTLER MENDELSON, P.C.



Rachael Lavi
Attorneys for Defendant

EXHIBIT A

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

TAHYRA A. CALDWELL, on behalf of
the general public as private attorney
general,

Plaintiff,

v.

PRIME HEALTHCARE SERVICES –
ALVARADO HOSPITAL, LLC dba as
ALVARADO HOSPITAL MEDICAL
CENTER; and DOES 1-50, inclusive,

Defendants.

Case No. 37-2022-00015995-CU-OE-CTL

NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM (CAL. LABOR CODE § 2698 *ET SEQ.*)

You have been identified as an individual who worked for Defendant Prime Healthcare Services—Alvarado Hospital, LLC (“Defendant”) in California, as a non-exempt employee at any time between April 6, 2019, through December 31, 2023. (“PAGA Claim Employees”).

Plaintiff Tahyra Caldwell (the “Plaintiff”) commenced a lawsuit against Defendant in San Diego Superior Court, case number 37-2022-00015995-CU-OE-CTL (“Lawsuit”) to recover civil penalties. Plaintiff alleges in the Lawsuit that Defendant failed to properly pay wages (including minimum, regular, overtime, double time, regular rate, reporting time wages), paid sick leave, unpaid vacation time; failed to provide compliant meal periods and rest periods, or pay premiums in lieu thereof, and wage statements; failed to pay wages untimely, both during and at the end of employment; failed to maintain records; failed to reimburse necessary business expenses; and, failed to provide suitable seating. For these alleged violations, Plaintiff sought penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit were litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the approval by the Court of this Agreement, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, individually and as the representative acting as proxy or agent of the LWDA, a State of California Executive Branch Agency, and PAGA Claim Employees, in this PAGA Actions, agree to release Defendant, its parent, subsidiary, and affiliated companies, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers, plans, and legal representatives ("Released Parties") for penalties under the California Labor Code Private Attorneys' General Act ("PAGA") predicated on the violation of California Labor Code sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 204(a), 205, 205.5, 206, 210, 218.5, 221, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1175, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), 2800, 2802, 2804, Business and Professions Code section 17200, and applicable Wage Orders based on the facts as alleged in the PAGA Action that accrued at any time during the Settlement Period ("Released Claims"). It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims for the Settlement Period (April 6, 2019, through December 31, 2023) is completely and forever foreclosed. This release does not release PAGA Claim Employee's individual claims other than the Released PAGA Claims as described herein.

If you have any questions, please contact James Hawkins APLC, counsel for Plaintiff Tahyra Caldwell, at (949) 387-7200.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

|

You are receiving this letter because you are entitled to money as a result of a court approved settlement in *Tahyra A. Caldwell v. Prime Healthcare Services – Alvarado Hospital, LLC, et al.*, Superior Court of the State of California, County of San Diego, Case No. 37-2022-00015995-CU-OE-CTL (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Tahyra A. Caldwell asserted claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* against Defendants Prime Healthcare Services – Alvarado Hospital, LLC, doing business as Alvarado Hospital Medical Center (“**Alvarado**”) on behalf of herself and all persons who worked for Alvarado as non-exempt employees at any time from April 6, 2019, through December 31, 2023. These persons are known as “**PAGA Claim Employees**” and this period is known as the “**PAGA Period**” or “**Settlement Period**”. These claims are based on Alvarado’s alleged (1) failure to wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide correct wage statements; (4) failure to timely pay final wages at separation; and (5) failure to provide accurate wage statements; (6) failure to indemnify necessary business expenses; (7); failure to provide suitable seating; (8) failure to pay sick leave pay; (9) failure to pay vested vacation pay; (10) failure to timely pay wages during employment; and (11) failure to maintain/produce employment records. Alvarado denies each of these claims and contentions alleged by Plaintiff in the Lawsuit and contends that they complied with California law in all respects.

What are the terms of the Settlement?

Plaintiff and Alvarado reached a settlement of \$1,225,000.00, which was reviewed and approved by the Court (“the Settlement”). By operation of the Settlement’s terms, all PAGA Claim Employees will release Alvarado and other released parties from all PAGA claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period for PAGA claims for civil penalties under the California Labor Code including, but not limited to, under California Labor Code sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, Alvarado’s alleged failure to pay all wages earned and owed upon separation, and provide accurate written wage statements. The Settlement is intended only to release PAGA Claim Employees’ PAGA claims.

Upon entry of the order approving the Settlement, any PAGA Claim Employee covered by the Settlement will be barred from proceeding with any claim released by the Settlement.

Alvarado records show that you are a PAGA Claim Employee. Accordingly, you are entitled to a share of the settlement based on your percentage share of pay periods during the PAGA Period.

What should I do now?

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 2

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/01/2025
Client: ALVARDOCLIET - Tahyra Caldwell
Matter: ALVARADO 001 - Alvarado Hospital Medical Center- Tahyra A. Caldwell v. Alvarado

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
02/21/2022	POS	Postage - LWDA CERT mail	\$8.56		Unbilled				
02/21/2022	FIL	Filing Fee - LWDA Filing fee	\$75.00		Unbilled				
02/22/2022	ONE	One Legal Services-Complaint,Civil Case Cover Sheet,Original Summons- In#03872415	\$460.19		Unbilled				
04/14/2022	FST	First Legal Network - Process Serve - PAGA COf complaint and Initial Docs IN# 30195930	\$159.58		Unbilled				
07/14/2022	ONE	One Legal Services - Case Management Statement- in#04215988	\$12.87		Unbilled				
08/04/2022	CRT	Court Documents - 07.29.22 Minute Order	\$1.00		Unbilled				
08/29/2022	CRT	Court Documents- Minute Order 8.23.22	\$2.00		Unbilled				
09/14/2022	ONE	One Legal Services - Request for Dismissal; Proposed order- in#04368626	\$12.87		Unbilled				
10/12/2022	CRT	Court Documents - 09.06.22 Prop Order	\$2.00		Unbilled				
04/24/2024	TRN	Transcript IN#165590 Hawkins Portion 50% CK#11758	\$605.00		Unbilled				
06/13/2024	MED	Mediation Services - Paid via ECheck	\$3,750.00		Unbilled				
12/12/2024	POS	Postage - 12/12/2024 Crs to agent re amended LWDA filing.	\$11.54		Unbilled				
12/19/2024	TRN	Transcript- in#13329 ck#1464	\$12,870.00		Unbilled				
		Total:	\$17,970.61	\$0.00					
		Balance:	\$17,970.61						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$17,970.61						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/01/2025
Client: ALVARDOCLIET - Tahyra Caldwell
Matter: ALVARADO-PGA01 - Alvarado Hospital Medical-PAGA- Tahyra A. Caldwell v. Alvardo

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
04/29/2022	ONE	One Legal Services-Complaint,Civil Case Cover Sheet,Original Summons- In# 04039534	\$1,490.20		Unbilled				
06/17/2022	FST	First Legal Network- Process-Branch: S&C, Initial Docs, Ntcs, ADR Pac; E-Filing: POS IN#30202789	\$215.86		Unbilled				
11/03/2022	ONE	One Legal Services-Case Management Statement - in#04502401	\$12.87		Unbilled				
11/17/2022	ONE	One Legal Services - Plf Opposition - in#04540292	\$12.87		Unbilled				
03/26/2025	ONE	One Legal Services - Stipulation and Proposed order, Proof of Service- in#06946119	\$63.71		Unbilled				
		Total:	\$1,795.51	\$0.00					
		Balance:	\$1,795.51						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$1,795.51						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 3

Case Name: Caldwell vs Alvarado Hospital

Wednesday, December 4, 2024

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Gregory Mauro, Esq.

greg@jameshawkinsaplc.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	2,300
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$3,535.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$9,985.00
Case Conclusion:	\$1,430.00

Estimated ILYM Fees & Expenses: \$14,950.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Caldwell vs Alvarado Hospital

Wednesday, December 4, 2024

Requesting Attorneys Name: Gregory Mauro, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$715.00	1	\$715.00
Toll-Free Telephone Support	Flat Rate	\$750.00	1	\$750.00

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

Subtotal \$3,535.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	2,300	\$3,450.00
USPS First Class 1oz Postage	Per Piece	\$0.65	2,300	\$1,495.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	345	\$690.00
Preparation of Taxes	Hourly	\$150.00	8	\$1,200.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$9,985.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	4	\$400.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	4	\$480.00

Subtotal \$1,430.00

Estimated ILYM Fees & Expenses: \$14,950.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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