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

STACEY SERNA and LOURDES DE
GUZMAN ANGEL, on behalf of the State
of California, as private attorneys general,

Plaintiffs,

vs.

GURNICK ACADEMY OF MEDICAL
ARTS, LLC, a California Limited Liability
Company,

Defendants.

Case No.: 22-CIV-01185

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

Hearing Date: December 14, 2023
Hearing Time: 10:00 a.m.

Judge: Hon. Susan L. Greenberg
Dept.: 3
Courtroom: 2B

Action Filed: March 17, 2022
Trial Date: None Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Gurnick Academy of Medical Arts, LLC (“Defendant”) is
10 attached as Exhibit #1. A proposed order approving the PAGA settlement was submitted as
11 part of the motion. The Agreement is based upon the Los Angeles Superior Court model form.

12
13 3. Procedural History –

14 (a) PAGA Counsel mailed the necessary correspondence to the California
15 Labor and Workforce Development Agency (“LWDA”) on July 9, 2021 on behalf of Plaintiff
16 Lourdes De Guzman Angel, requesting authorization from the LWDA to seek civil penalties
17 as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour
18 violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of
19 its intent to investigate expired on September 13, 2021. On October 27, 2021, Plaintiff De
20 Guzman Angel filed a Representative Action Complaint in Contra Costa Superior Court
21 against Defendant Gurnick Academy of Medical Arts, LLC [Case No. C21-02232] alleging a
22 single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code
23 §§ 2698, *et seq.*][“*Angel Action*”]. PAGA Counsel mailed the necessary correspondence to
24 the California Labor and Workforce Development Agency (“LWDA”) on March 2, 2022 on
25 behalf of Plaintiff Stacey Serna, requesting authorization from the LWDA to seek civil
26 penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and
27 hour violations alleged in the PAGA Notice. (Declaration of Kyle Nordrehaug, at ¶3). The

65-day notice period for the LWDA to notify of its intent to investigate expired on May 6, 2022. On March 17, 2022, Plaintiff Serna commenced the instant action by filing a Class Action Complaint against Defendant Gurnick Academy of Medical Arts, LLC alleging the following causes of action: (1) Sexual Harassment in Violation of FEHA (Cal. Gov. Code §§12900 *et seq.*); (2) Failure to Prevent Harassment in Violation of FEHA (Cal Gov. Code §12940); (3) Failure to Pay Wages for All Hours Worked; (4) Failure to Pay Overtime; (5) Failure to Provide Rest Periods and Pay Rest Period Premiums; (6) Failure to Provide Meal Periods and Pay Meal Period Premiums; (7) Failure to Issue Accurate Itemized Wage Statements; (8) Failure to Reimburse Business Expenses; and (9) Violations of Cal. Bus. & Prof. Code §§ 17200, *et. seq.* On May 9, 2022, Plaintiff Serna filed a First Amended Class and Representative Action adding a tenth cause of action for Civil Penalties under the Private Attorneys' General Act of 2004, Cal. Lab. Code §§ 2698, *et. seq.* As part of this Settlement, Plaintiff Serna is filing a Second Amended Complaint in the instant action which incorporates the claims, allegations, and causes of action contained in the *Angel* Action and added Lourdes De Guzman Angel as a plaintiff.

(b) Plaintiffs and Defendant agreed to mediate with Lisa Klerman. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendant produced hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiffs were provided with sufficient records and data to determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant failed to pay employees for all hours worked. For example, Plaintiffs alleged that Defendant required and/or expected Aggrieved Employees to work before the start

1 of classes in order to prepare syllabi and other course materials, and also expected Aggrieved
2 Employees to work outside of instructional and/or classroom time to communicate with
3 students, to prepare for class sessions, and to grade exams and assignments – and discouraged
4 Aggrieved Employees from recording hours outside of instructional and/or classroom time.
5 Plaintiffs also alleged Defendant employed a number of strategies in order to reduce and/or
6 eliminate the overtime it owed to the Aggrieved Employees, such as directing employees to
7 record time worked over 8 hours in a particular day or over 40 hours in a particular week on
8 the following day or following week so that no overtime would be owing, pressuring
9 employees to record less overtime and pressuring employees not to record overtime by
10 aggressively questioning them each time they recorded overtime or requested permission to
11 work overtime. Plaintiffs also alleged Defendant maintained policies and/or practices that
12 impeded Aggrieved Employees’ ability to take off-duty meal and rest breaks because
13 Defendant expected and/or required employees to be available to students for questions before
14 and after class, as well as during classroom breaks, which was the only time otherwise
15 available for instructors to take breaks. Plaintiffs also alleged Defendant provided inaccurate
16 wage statements that failed to state actual hours worked and also failed to reimburse Aggrieved
17 Employees for business expenses such as home internet, home office and personal cell phone
18 expenses.

19 (c) On April 25, 2023, the Parties engaged in an all-day mediation session
20 before Mediator Klerman, a respected and experienced mediator knowledgeable of both the
21 wage and hour laws and representative claims at issue in this action. Through arms-length
22 negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
23 PAGA claims in this action which led to the signing of a Memorandum of Understanding
24 memorializing the settlement.¹ The settlement was negotiated in light of all known facts and

25 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
26 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements
27 (“Individual Settlement”)(Settlement Agreement at ¶ 2.2). The individual claims were not at issue in
28 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip

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

6 4. The claim before this Court is solely the representative claim under
7 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
8 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
9 length mediation session. The PAGA settlement is subject to Court approval consistent with
10 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties
11 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$545,000 to
12 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From
13 this PAGA Settlement of \$545,000, there is a deduction of attorneys’ fees (“PAGA Counsel
14 Fees Payment”) in the amount of \$181,666 (which is one-third of the PAGA Settlement),
15 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
16 amount not to exceed \$20,000, and Settlement Administration Costs (“Administration
17 Expenses Payment”) not to exceed \$15,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
18 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
19 than \$328,334. Of the PAGA Payment amount, seventy-five percent (75%)(no less than
20 \$246,250.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
21 than \$82,083.50) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3) “Aggrieved
22 Employees” means all individuals who are or previously were employed by Defendant in
23

24 _____
25 an aggrieved employee of standing, as the state’s authorized representative, to pursue PAGA
26 remedies” nor resolve the PAGA claims.).

27 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
28 Payment less than the amounts requested, the Administrator will allocate the remainder of these
amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less or the Court approves payment less than \$15,000, the Administrator will allocate
the remainder of this amount to the PAGA Payment ⁵ (*Id.* at ¶ 3.2.2).

1 California and classified as a non-exempt employee at any time during the PAGA Period and
2 all current and former employees of Defendant in California who were required to work
3 remotely during the Remote PAGA Period. (Settlement Agreement at ¶¶ 1.4, 1.23). The
4 Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay
5 periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved
6 Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during
7 the PAGA Period and/or Remote PAGA Period.³ The PAGA Period is the time period from
8 August 23, 2020 to June 25, 2023. The Remote PAGA Period is the time period from March 18,
9 2020 to June 25, 2023 (Agreement at ¶¶ 1.23, 1.27). For mediation, Defendant represented that
10 there are approximately 884 Aggrieved Employees who collectively worked approximately
11 21,716 PAGA Pay Periods. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released
12 Parties shall be entitled to a release from the State of California and the Aggrieved Employees
13 only for any “Released PAGA Claims”, which means all claims for PAGA penalties and
14 attorney’s fees and costs of suit arising out of PAGA penalties that were alleged, or reasonably
15 could have been alleged, based on the facts stated in the Operative Complaint in either *Lourdes*
16 *De Guzman Angel vs. Gurnick Academy of Medical Arts, LLC*, or *Stacey Serna vs. Gurnick*
17 *Academy of Medical Arts, LLC*, respectively, and the respective PAGA Notices submitted by
18 each Plaintiff to the LWDA, which occurred during the PAGA Period and Remote PAGA
19 Period (the “Released PAGA Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims
20 does not include all other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers’ compensation, and California class claims, and PAGA claims outside of the
23 PAGA Period and Remote PAGA Period. (*Id.*) The Released PAGA Claims do not include
24 any claims that cannot be released as a matter of law. (*Id.*) The Agreement expressly confirms

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

1 that "In no event shall the release of the Released PAGA Claims in this Settlement Agreement
2 release any individual claims of any individuals." (*Id.*)

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$181,666.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$20,000.00
5 will also be paid to PAGA Counsel as part of the settlement in accordance with California
6 Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator
7 in an amount not to exceed \$15,000 to perform the administrative duties to distribute the
8 settlement money shall also be paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and
10 reasonable and therefore should be approved in light of Defendant's potential defenses to the
11 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
12 Settlement Amount of \$545,000 is significantly more than other PAGA settlements and
13 constitutes approximately \$25 per pay period. This PAGA Settlement amount compares
14 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
15 Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was
16 potentially \$2,171,600 based on 21,716 pay periods applicable to the Aggrieved Employees
17 during the PAGA Period and Remote PAGA Period.⁴ Importantly, however, these
18 calculations were performed at the maximum statutory rate for the penalties, when in fact, it
19 is likely that any penalties awarded would be at a lower rate. California Labor Code Section
20 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based
21 on the facts and circumstances to do otherwise would result in an award that is "unjust,
22 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th
23 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a
24 PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could

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26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$2,171,600 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA
2 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential
3 recovery of civil penalties would be only \$108,580, which is far less than this settlement
4 provides.

5 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a
6 violation for each period the employee worked in relation to meal or rest period violations,
7 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
8 accurate itemized wage statements, and failure to reimburse employees for required expenses.
9 Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated,
10 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
11 Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative
12 Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to
13 the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant
14 could argue that no penalties prior to the PAGA notification should be awarded because the
15 violations were not intentional, and at least one Court has so ruled. These defenses present a
16 risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may
17 not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and
18 costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement
19 is fair and reasonable. Defendant has similarly concluded that it is desirable that the action is
20 settled in the manner and upon the terms and conditions set forth in the Agreement in order to
21 avoid further expense, inconvenience and distraction of further legal proceedings, as well as
22 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to
23 put to rest the claims in this action and Defendant agrees that the PAGA Settlement is fair,
24 reasonable, and adequate. PAGA Counsel have significant experience litigating wage and
25 hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to
26 or greater than similar settlements that courts have approved. The PAGA Settlement, along
27 with the other terms of the proposed settlement, were negotiated by experienced counsel at
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1 arm's length with the assistance of a private mediator, Lisa Klerman. As set forth in the
2 accompanying proof of service, the LWDA has been provided notice of this motion and the
3 PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose
4 the motion should be given considerable weight. This is not a situation where the Court needs
5 to be concerned about the rights of absent employees as in a class settlement, as this PAGA-
6 only settlement does not release the individual claims of absent employees other than PAGA
7 claims, and the LWDA is a sophisticated government entity that is more than able to look out
8 for its own rights.

9 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
10 the amount of \$181,666 representing one-third of the \$545,000 Gross PAGA Settlement
11 Amount. The payment of attorneys' fees and costs to Plaintiffs' Counsel under the Agreement
12 is supported by several factors. First, the requested fees are justified by the result achieved.
13 PAGA Counsel negotiated a recovery of \$545,000.00, and this result justifies the requested
14 fees equal to one third of this recovery. This percentage is within the standard contingent
15 recovery percentage of one-third, and this percentage is what was expressly approved by the
16 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
17 award is justified by the work performed and contributions to the case. As detailed below and
18 in the Declaration of Hammond at ¶8, the fee award is less than PAGA Counsel's current
19 lodestar which currently exceeds \$300,990.75, and therefore represents a negative multiplier
20 with significant additional work to be performed. Third, the consideration of the enhancement
21 factors justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to
22 account for the risk of non-payment, delay in payment, the quality of work, and the novelty
23 and difficulty of the issues involved. As detailed in the accompanying billing statements, true
24 and correct copies of which are attached hereto as Exhibits #2 and 3, the current lodestar for
25 my firm in this matter as of September 15, 2023 is \$116,658.25 for more than 206 hours of
26 work prosecuting the claims being resolved by this Settlement.⁵ This time does not include
27

28 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so

1 time incurred after the billing was finalized and the time spent managing the completion of the
2 settlement, which I estimate will add \$10,000 to \$20,000 in additional lodestar.

3 9. The award of litigation expenses is based upon the actual expenses incurred by
4 Plaintiffs and PAGA Counsel, which currently total \$28,113.31. Under the Agreement, PAGA
5 Counsel will be recovering litigation expenses in the total amount of \$20,000 which is less
6 than the actual total expenses incurred. The litigation expenses incurred by my firm in the
7 amount of \$9,677.09 were all reasonably necessary to the litigation and are detailed in Exhibits
8 #2 and 4 attached hereto.⁶

9
10 Experience and Qualifications

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

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

25 Exhibit #2 consists of the billing statement from Tussman which covers billing from inception to June
26 2022, and Exhibit #3 from Clio covers billing from June 2022 to the present.

27 ⁶ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #2 consists of the expenses incurred from Tussman which covers expenses from inception to
June 2022, and Exhibit #4 from Clio covers expense billing from June 2022 to the present.

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

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

(ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); and (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated and which courts have approved.

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

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

16 (d) Over the course of the litigation, a number of attorneys in my firm have
17 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
18 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #5.
19 Some of the major cases our firm has undertaken are also set forth in Exhibit #5. The bulk of
20 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
21 had extensive representative and class litigation experience, much of it in the area of consumer
22 class actions, employment class actions, securities litigation, unfair business practices and
23 other complex litigation. The attorneys at my firm have extensive experience in cases
24 involving labor code violations and overtime claims. Class Counsel has litigated similar wage
25 and hour cases against other employers on behalf of employees, including cases against Cigna,
26 HealthNet, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,
27 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,

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

7 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
8 for work prior to June 15, 2023 are as follows: Partner Attorneys from \$695 to \$795, Associate
9 Attorneys from \$325 to \$550, Paralegals from \$250 to \$275.⁷ The rates charged by my firm
10 are in line with the prevailing rates of attorneys in the local legal community for similar work
11 and, if this were a commercial matter, these are the charges that would be made and presented
12 to the client. These hourly rates have been approved by Court's throughout California,
13 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
14 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
15 reasonable and 'in line with those prevailing in the [relevant] community'—the Central
16 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further
17 confirmed by comparing such rates with the rates of comparable counsel practicing complex
18 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
19 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
20 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
21 average associate billing rate" are reasonable rates when compared within 21 other firms
22 practicing in the Southern District of California.) This survey is useful to show that Class
23 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these
24 types of class claims, such as Mayer Brown noted above who is defense counsel in cases

25 _____
26 ⁷ In June, 2023, Blumenthal Nordrehaug Bhowmik De Blouw LLP increased its rates to
27 track the Laffey Matrix with the appropriate 2% increase adjustment for the Southern
28 California area. A true and correct copy of the Laffey Matrix is attached hereto as Exhibit
#6.

1 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter
2 & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one of the
3 most frequent opposing counsel), charges rates as high as \$875 for partners and \$535 for
4 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
5 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
6 by my firm for comparable work are less than these examples and are therefore undoubtedly
7 reasonable.

8 12. LWDA - The LWDA Notices sent by Plaintiff Angel is attached hereto as
9 Exhibit #7. In addition, the LWDA was served with this motion and the Settlement
10 Agreement.

11 13. Settlement Administration – ILYM Group was selected as the Administrator
12 based upon their estimate. The estimate provides for Administration Expenses in the capped
13 amount of \$11,175 for up to 900 aggrieved employees. A true and correct copy of this estimate
14 from ILYM is attached hereto as Exhibit #8. I have used ILYM successfully as the
15 administrator in more than twenty prior settlements in the last several years and know them to
16 be competent and experienced.

17 14. Conflicts – Neither Plaintiffs nor my firm have any relationship with the
18 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
19 the LWDA.
20

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed this 15th day of September, 2023, at San Diego,
23 California.

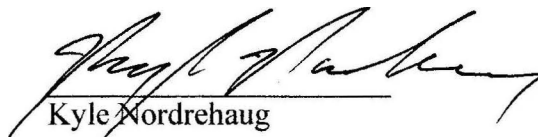
24 
25 Kyle Nordrehaug
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27
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lourdes De Guzman Angel and Stacey Serna (“Plaintiffs”) and defendant Gurnick Academy of Medical Arts, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Lourdes De Guzman Angel v. Gurnick Academy of Medical Arts, LLC* (Case No. C21-02232) initiated on October 27, 2021 and pending in the Superior Court of the State of California, County of Contra Costa (“Angel Action”) and *Stacey Serna v. Gurnick Academy of Medical Arts, LLC* (Case No. 22-CIV-01185) initiated on March 17, 2022 and pending in the Superior Court of the State of California, County of San Mateo (“Serna Action”).
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period and all current and former employees of Defendant in California who were required to work remotely during the Remote PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.8. “Court” means the Superior Court of California, County of San Mateo
- 1.9. “Defendant” means named Defendant Gurnick Academy of Medical Arts, LLC.
- 1.10. “Defense Counsel” means Joseph R. Lordan, Vincent R. Fisher and Bo Kyung Kim of the law firm of O’Hagan Meyer PLLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final and is thereupon served on Defendant, which shall mean the latest of the following as applicable: (i) if there is not appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$545,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, HammondLaw, P.C., the attorneys representing the Plaintiffs in the Actions.

- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notices” mean Plaintiff De Guzman Angel’s July 9, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and Plaintiff Serna’s March 2, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period and/or Remote PAGA Period.
- 1.23. “PAGA Period” means the period from August 23, 2020, to June 25, 2023.
- 1.24. “Plaintiffs” mean Lourdes De Guzman Angel and Stacey Serna, the named plaintiffs in the Actions.
- 1.25. “Released PAGA Claims” mean the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant, any potential “joint employer”, and any and all of Defendant’s affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, employees, or other person acting on Defendant’s behalf) predecessors, successors, and assigns. Nothing contained herein shall be deemed or construed to be a waiver or release by Defendant of any claims it might possess against its insurers.
- 1.27. “Remote PAGA Period” means the period from March 18, 2020, to June 25, 2023.

1.28. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On October 27, 2021, Plaintiff Lourdes De Guzman Angel commenced the *Angel* Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA. Defendant denies the allegations in the *Angel* Action Complaint, denies any failure to comply with the laws identified in the *Angel* Action Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On March 17, 2022, Plaintiff Stacey Serna commenced the *Serna* Action by filing a Class Action Complaint against Defendant alleging the following causes of action: (1) Sexual Harassment in Violation of FEHA (Cal. Gov. Code §§12900 *et seq.*); (2) Failure to Prevent Harassment in Violation of FEHA (Cal Gov. Code §12940); (3) Failure to Pay Wages for All Hours Worked; (4) Failure to Pay Overtime; (5) Failure to Provide Rest Periods and Pay Rest Period Premiums; (6) Failure to Provide Meal Periods and Pay Meal Period Premiums; (7) Failure to Issue Accurate Itemized Wage Statements; (8) Failure to Reimburse Business Expenses; and (9) Violations of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*
- 2.3. On May 9, 2022, Plaintiff Serna filed a First Amended Class and Representative Action Complaint in the *Serna* Action adding a tenth cause of action for Civil Penalties under the PAGA. Defendant denies the allegations in the *Serna* Action Complaints, denies any failure to comply with the laws identified in the *Serna* Action Complaints and denies any and all liability for the causes of action alleged.
- 2.4. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements (“Individual Settlement”). Plaintiffs’ individual claims were not at issue in the Actions and exist independent and apart from the PAGA claims at issue in the Actions. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs’ Individual Settlement Agreements to obtain approval of this settlement, the Parties agree that the terms of Plaintiffs’ respective Individual Settlement Agreements will only be submitted under seal or disclosed to the Court and/or LWDA in some other way, consistent with the confidential nature of the Individual Settlement.
- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6. On April 25, 2023, the Parties participated in an all-day mediation presided over

by Lisa Klerman which led to this Agreement to settle the Actions.

- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, reimbursement policies, and more, as well as data reflecting a census of alleged aggrieved employees and a sample of their timekeeping and payroll data.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.9. The Parties have agreed to file via stipulation a Second Amended Complaint in the *Serna* Action which will incorporate the claims, allegations, and causes of action contained in the *Angel* Action and add Lourdes De Guzman Angel as a plaintiff. The Second Amended Complaint in the *Serna* Action will be the Operative Complaint and the Parties will seek approval of the Settlement in the *Serna* Action.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$545,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$181,666 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel

Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$328,334 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$246,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$82,083.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and Remote PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records through the mediation, Defendant estimated at the mediation there are 884 Aggrieved Employees who worked a total of 21,716 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days after service on Defendant of the Court's order approving this settlement, Defendant will provide the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data

only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the date on which the Court approves this settlement, enters final judgement thereon, and said order/s are served on Defendant.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within five (5) days after the Effective Date, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the

Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiffs, Aggrieved Employees, the State of California and PAGA Counsel will release claims against Defendant and all Released Parties as follows:

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

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

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

- 5.2 Release by the State of California and Aggrieved Employees:

The State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties and attorney's fees and costs of suit arising out of PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in either *Lourdes De Guzman*

Angel vs. Gurnick Academy of Medical Arts, LLC, or *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*, respectively, and the respective PAGA Notices submitted by each Plaintiff to the LWDA, which occurred during the PAGA Period and Remote PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA Period. Nothing contained in this release shall be deemed or construed to be a waiver of release by Defendant of any claims it might possess against its insurers. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. In no event shall the release of the Released PAGA Claims in this Agreement release any individual claims of any individuals; however, to the extent individuals encompassed by this agreement have or can have "individual PAGA claims" such claims are released as set forth in this paragraph.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorneys' fees and costs incurred in connection with the (1) Operative Complaint in either *Lourdes De Guzman Angel vs. Gurnick Academy of Medical Arts, LLC*, or *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*, respectively, (2) the facts alleged in the Operative Complaint in either *Lourdes De Guzman Angel vs. Gurnick Academy of Medical Arts, LLC*, or *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*, respectively, and (3) the PAGA Notices.

- 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement in the *Serna* Action after the filing of the Second Amended Complaint in the *Serna* Action and corresponding dismissal of the *Angel* Action as set forth in paragraph 10.17 below.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA;

and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from the PAGA Counsel firms attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

7.2. Employer Identification Number. The Administrator shall have and use its own

Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records through mediation, Defendant estimated that, as of the date of mediation, (1) there were 884 Aggrieved Employees who worked 21,716 Pay Periods. If the actual number of PAGA Pay Periods during the PAGA Period is determined to be incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionally. For example, if the number is 10% higher, the Gross PAGA Settlement Amount will be increased by 1%.

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints in the Actions have merit or that Defendant has any liability for any claims

asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions or the PAGA Notices will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lisa Klerman, for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private, provided, however, that Plaintiffs and PAGA Counsel may communicate with the Administrator and the State of California to carry out this agreement and insofar as required by PAGA’s statutory provisions. PAGA Counsel may reference this Settlement as evidence of their qualifications in a showing of adequacy to a court.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute,

or rule of court. Not later than 30 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data, in which case PAGA Counsel will return such data and confirm all data has been returned not later than five business days following Defendant's request for return of the data. If destroyed, PAGA Counsel shall confirm such destruction in writing to Defense Counsel no later than five business days following destruction.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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

Julian Hammond
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Polina Brandler
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Ari Cherniak

acherniak@hammondlawpc.com

HammondLaw, P.C.

1201 Pacific Ave., Suite 600

Tacoma, Washington 98402

Phone: (310) 601-6766

Facsimile: (310) 295-2385

To Defendant: Joseph R. Lordan
JLordan@ohaganmeyer.com
Vincent R. Fisher
VFisher@ohaganmeyer.com
Bo Kyung Kim
BKim@ohaganmeyer.com
O'Hagan Meyer PLLP
One Embarcadero Center, STE 2100
San Francisco, CA 94111

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

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement. The Parties shall stipulate that Plaintiffs may file a Second Amended Complaint in *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*, incorporating the claims, allegations, and causes of action contained in the operative complaint in *Lourdes De Guzman Angel vs. Gurnick Academy of Medical Arts, LLC*, and adding Plaintiff De Guzman Angel. Once the Second Amended Complaint is filed in *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*, Plaintiff De Guzman Angel shall dismiss her complaint in *Lourdes De Guzman Angel vs. Gurnick Academy of Medical Arts, LLC*.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their

respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the *Serna* Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

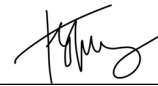
Dated: _____

Plaintiff Lourdes De Guzman Angel

Dated: _____

Plaintiff Stacey Serna

Dated: 08/28/2023



Signeasy - 0b8423...8da779 Konstantin Gourji [name]

For Defendant Gurnick Academy of Medical Arts, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Julian Hammond
HammondLaw, P.C.
Attorney for Plaintiffs

Dated: 08/28/2023



Vincent R. Fisher
O'Hagan Meyer PLLP
Attorney for Defendant

respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the *Serna* Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Aug 24, 2023


Lourdes Angel (Aug 24, 2023 18:08 PDT)
Plaintiff Lourdes De Guzman Angel

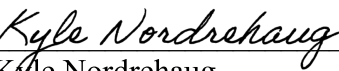
Dated: _____

Plaintiff Stacey Ser a

Dated: _____

[name]
For Defendant Gurnick Academy of Medical Arts, LLC

Dated: 8/25/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Julian Hammond
HammondLaw, P.C.
Attorney for Plaintiffs

Dated: _____

Vincent R. Fisher
O'Hagan Meyer PLLP
Attorney for Defendant

respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the *Serna* Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Lourdes De Guzman Angel

Dated: 8/24/2023
Stacey Serna
Plaintiff Stacey Serna

Dated: _____

[name]
For Defendant Gurnick Academy of Medical Arts, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 8/24/2023
Julian Hammond
HammondLaw, P.C.
Attorney for Plaintiffs

Dated: _____
Vincent R. Fisher
O'Hagan Meyer PLLP
Attorney for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG

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

SEPTEMBER 15, 2023

LOURDES ANGEL

RE: GURNICK ACADEMY OF MEDICAL ARTS, LLC
FILE NUMBER: CA2451.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/30/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
10/01/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	325	910.00
10/25/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.40	475	190.00
10/25/21	RE	REVIEW & ANALYZE CLIENT'S EMPLOYMENT DOCUMENTS	0.75	475	356.25
10/25/21	RE	[CLASS] REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT	2.25	475	1,068.75
10/26/21	RE	[PAGA] DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.75	475	1,306.25
10/26/21	RE	[CLASS] PREPARE/DRAFT CIVIL COVER SHEET AND SUMMONS FOR SAME DAY FILING	0.40	475	190.00
10/26/21	RE	[PAGA] PREPARE/DRAFT CIVIL COVER SHEET AND SUMMONS FOR SAME DAY FILING	0.40	475	190.00
10/26/21	RE	[CLASS] REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN CONTRA COSTA SUP. CT.	0.75	475	356.25
10/26/21	RE	[PAGA] REVIEW & FINALIZE PAGA-ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; FILE	0.75	475	356.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		IN CONTRA COSTA SUP. CT.			
10/27/21	RE	[CLASS] REVIEW COURT-RETURNED DOCUMENTS; CHECK DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	475	237.50
11/01/21	RE	[PAGA] REVIEW COURT RETURNED DOCUMENTS; REVIEW INITIAL COURT ORDER; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	475	237.50
11/01/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
11/01/21	CL	REVIEW AND ANALYZE NOTICE OF CASE ASSIGNMENT AND ORDER RE: CMC.	0.30	495	148.50
12/15/21	RE	[CLASS] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX	0.75	475	356.25
12/15/21	RE	[PAGA] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX	0.60	475	285.00
12/29/21	RE	[CLASS] FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE COMMENCEMENT OF POST-SERVICE WRITTEN DISCOVERY	0.40	475	190.00
12/29/21	RE	[PAGA] FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE COMMENCEMENT OF POST-SERVICE WRITTEN DISCOVERY	0.40	475	190.00
01/16/22	CL	[PAGA] EMAIL TO/FROM V. FISHER RE: MEET AND CONFER RE: CMC, EXTENSION TO RESPOND TO	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT AND E-SERVICE AGREEMENT.			
01/19/22	AR	REVIEW FILE FOR STATUS; DRAFT CORRESPONDENCE WITH CTL REGARDING STATUS OF MEET AND CONFER EFFORTS.	0.50	475	237.50
01/19/22	AR	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH OPPOSING COUNSEL; DRAFT SUMMARY.	1.20	475	570.00
01/20/22	AR	DRAFT REVISIONS/POSITIONS IN JOINT STATEMENT; FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	1.00	475	475.00
01/20/22	CL	EMAIL FROM F. LAY RE: JOINT CASE MANAGEMENT FILED.	0.20	495	99.00
01/21/22	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING JOINT STATEMENT.	0.40	475	190.00
01/21/22	AR	DRAFT REVISIONS/POSITIONS IN JOINT STATEMENT IN CLASS ACTION; FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.80	475	380.00
01/24/22	AR	RECEIVE AND REVIEW NOTICE OF RELATED CASES; DRAFT MULTIPLE FOLLOW UP CORRESPONDENCE.	0.50	475	237.50
01/25/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY.	1.20	475	570.00
01/25/22	AR	RECEIVE AND REVIEW ORDERS FROM COURT; PREPARE AND SERVE ON OPPOSING COUNSEL.	0.40	475	190.00
01/26/22	AR	PREPARE FOR AND ATTEND CMC IN CLASS ACTION; DRAFT SUMMARY.	1.20	475	570.00
01/26/22	AR	RECEIVE AND REVIEW ORDERS FROM COURT; PREPARE AND SERVE ON OPPOSING COUNSEL.	0.40	475	190.00
02/04/22	CL	REVIEW AND ANALYZE ARBITRATION AGREEMENT; DISCUSS WITH KYLE RE	0.40	495	198.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISMISSAL OF CLASS CLAIMS.			
02/07/22	AR	RECEIVE AND REVIEW ARBITRATION AGREEMENT; DRAFT SUMMARY AND FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.60	475	285.00
02/08/22	AR	FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING ARBITRATION AGREEMENT.	0.30	475	142.50
02/11/22	AR	REVIEW PLEADINGS; DRAFT CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISMISSAL; FOLLOW UP CORRESPONDENCE REGARDING FILING DEMAND FOR ARBITRATION.	0.50	475	237.50
02/11/22	AR	BEGIN DRAFTING REQUEST FOR DISMISSAL AND DECLARATION PURSUANT TO CRC 3.770.	0.80	475	380.00
02/23/22	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING REQUEST FOR DISMISSAL.	0.50	475	237.50
02/23/22	AR	REVIEW DEPARTMENT RULES; DRAFT, FILE AND SERVE REQUEST FOR DISMISSAL OF CLASS ACTION, PROPOSED ORDER, AND DECLARATION; DRAFT CORRESPONDENCE WITH DEPARTMENT.	1.20	475	570.00
02/25/22	CL	RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.20	495	99.00
03/03/22	CL	[CLASS] RECEIPT AND REVIEW ORDER DISMISSING ACTION WITHOUT PREJUDICE.	0.20	495	99.00
03/10/22	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING CMC; FOLLOW UP CORRESPONDENCE WITH VR REGARDING THE SAME.	0.50	475	237.50
03/10/22 15	VR	REVIEW COMPLAINT AND CASE NOTES; REVIEW COURT'S ORDERS AND DOCKET; REVIEW	1.50	495	742.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE BETWEEN PARTIES; ADVISE AR			
03/10/22 15	VR	REVIEW COMPLAINT AND CASE NOTES; REVIEW COURT'S ORDERS AND DOCKET; ADVISE AR	1.00	495	495.00
03/11/22 17	VR	REVIEW & REVISE CMC STATEMENT; CORRESPONDENCE FROM DEF; REVIEW COMPLAINT AND CASE NOTES; ADVISE AR	2.20	495	1,089.00
03/15/22 08	VR	COURT APPEARANCE AT CMC; PREP; REVIEW COMPLAINTS AND CASE NOTES; FOLLOW UP	2.30	495	1,138.50
04/13/22 10	VR	DRAFT JOINT CMC STATEMENT; REVIEW COMPLAINT AND CASE NOTES; REVIEW STATUS OF ARB AND CLASS ACTION; CORRESPONDENCE TO DEF	1.80	495	891.00
04/14/22	AR	REVIEW FILE AND DOCKET FOR STATUS; DRAFT SUMMARY IN ADVANCE OF CMC.	0.70	475	332.50
04/14/22 15	VR	REVIEW ARBITRATION AGREEMNT; REVIEW COMPLAINT AND CASE NOTES; ADVISE AJB	1.50	495	742.50
04/18/22	AR	REVIEW DOCKET AND FILE FOR STATUS; DRAFT SUMMARY IN ADVANCE OF CMC.	0.60	475	285.00
04/19/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT AND CIRCULATE SUMMARY.	1.20	475	570.00
04/19/22	AR	REVIEW STATUS OF DISCOVERY IN PAGA MATTER; DRAFT UPDATE.	0.60	475	285.00
04/29/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; FINALIZE AND SERVE	2.70	495	1,336.50
05/12/22	JH	CALL WITH DEFENSE COUNSEL RE DEFENDANT'S ANSWER TO ARB COMPLAINT	0.30	550	165.00

TOTAL BILLED HOURS

ANDREW RONAN	15.10 hr @ 475.00	\$ 7,172.50
CHRISTINE LEVU	1.60 hr @ 495.00	\$ 792.00
JEFF HERMAN	0.30 hr @ 550.00	\$ 165.00
RICO EHMANN	12.00 hr @ 475.00	\$ 5,700.00
SCOTT BLUMENTHAL	5.60 hr @ 325.00	\$ 1,820.00
VICTORIA RIVAPALACIO	13.00 hr @ 495.00	\$ 6,435.00

TOTAL PROFESSIONAL SERVICES

47.60

\$ 22,084.50

COSTS ADVANCED

07/09/21	PAGA FILING FEE	75.00
10/28/21	FILING/ONE LEGAL FEE	1,603.45
11/01/21	FILING/ONE LEGAL FEE	1,567.41
12/30/21	FILING FEE/ONELEGAL FEE	108.61
12/30/21	FILING FEE/ONELEGAL FEE	108.61
01/02/22	MESSENGER - KNOX	51.10
01/02/22	MESSENGER - KNOX	57.10
01/21/22	APPEARANCE FEE FOR CMC (CLASS).	94.00
01/21/22	APPEARANCE FEE FOR CMC (PAGA).	94.00
01/31/22	KNOX ATTORNEY SERVICES	57.10
01/31/22	KNOX ATTORNEY SERVICES	51.10
02/25/22	FILING FEE FOR REQUEST FOR DISMISSAL.	131.00
03/11/22	COURT APPEARANCE VIA COURTCALL	94.00
03/11/22	APPEARANCE AT CMC VIA COURTCALL	94.00
04/15/22	APPEARANCE FEE FOR CASE MANAGEMENT CONFERENCE.	94.00
05/02/22	FILE AND SERVE EXPRESS.	<u>54.50</u>
	TOTAL COSTS ADVANCED	<u>\$ 4,334.98</u>

TOTAL CURRENT CHARGES

\$ 26,419.48

EXHIBIT #4

Activities Export

09/15/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/12/2022		Review file for status; draft joint status update for review by opposing counsel. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.80h	\$475.00	-	\$380.00
07/12/2022		Revise and finalize joint statement; draft follow up correspondence. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
07/12/2022		Draft POS, file Jt CMS via OneLegal, serve via FSX 	CA2451 Gurnick Academy of Medical Arts	Adolfo Sanchez Contreras	1.00h	\$250.00	-	\$250.00
07/15/2022		Review docket and file for status in advance of CMC; follow up correspondence with clerk. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
07/18/2022		Multiple correspondence regarding appearance; review Court's website. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
07/18/2022		Prepare for and attend CMC; draft and circulate summary. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.70h	\$475.00	-	\$332.50
07/20/2022		Review and Analyze: review court's orders and docket; review complaint, case notes, and correspondence between parties; draft CMC statement 	CA2451 Gurnick Academy of Medical Arts	Victoria Rivapalacio	1.50h	\$495.00	-	\$742.50
07/26/2022		Correspondence with Opposing	CA2451	Victoria	1.50h	\$495.00	-	\$742.50
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h

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Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Counsel: review status of case and mediation; review related actions; review arbitration agreement; advise AJB 	Gurnick Academy of Medical Arts	Rivapalacio				
08/02/2022		Receive and review coordination documents; draft follow up correspondence. 	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.60h	\$475.00	-	\$285.00
08/03/2022		telephone conference with Def's counsel; review complaint, court orders, and case history; review correspondence between parties; follow up 	CA2451 Gurnick Academy of Medical Arts	Victoria Rivapalacio	0.70h	\$495.00	-	\$346.50
08/03/2022		Receipt and Review of Correspondence: review correspondence from Defendant; review court's orders; review notice requirements; advise AGR 	CA2451 Gurnick Academy of Medical Arts	Victoria Rivapalacio	1.00h	\$495.00	-	\$495.00
08/08/2022		Review and analyze meet and confer efforts regarding stipulation to stay pending arbitration and Defendant's request that we dismiss PAGA action. 	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.30h	\$495.00	-	\$148.50
08/09/2022		Review and analyze Notice of Motion re Petition for Coordination. 	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		status of discovery; draft follow up correspondence. ● Unbilled	Gurnick Academy of Medical Arts	Ronan				
10/27/2022	🕒	Receive and review notice from opposing counsel; draft follow up correspondence with TG. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.40h	\$475.00	-	\$190.00
10/27/2022	🕒	Receipt and review notice of change in address. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.30h	\$495.00	-	\$148.50
10/31/2022	🕒	Email to J. Hammond re: mediation and stipulation re: Adoph v. Uber. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
10/31/2022	🕒	Telephone call from/to A. Cherniak re: meet and confer re: stipulation to stay pending mediation. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.30h	\$495.00	-	\$148.50
10/31/2022	🕒	Review recent cases for language regarding waiver; draft follow up correspondence with CTL and AC. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
11/03/2022	🕒	Email from J. Hammond re: mediation dates and mediator availability. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
11/07/2022	🕒	Email from A. Cherniak to V. Fisher re: mediation dates of availability.	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding mediation data. ● Unbilled	Medical Arts					
03/15/2023	🕒	Review and analyze Notice of Substitution of Counsel. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
03/27/2023	🕒	Email form B. Kim re: production of documents in preparation for mediation . ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
03/27/2023	🕒	Receive and review mediation data; draft follow up correspondence. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.20h	\$475.00	-	\$570.00
03/27/2023	🕒	Receive and review additional documents; draft follow up correspondence. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
03/28/2023	🕒	Follow up correspondence with co-counsel regarding mediation data and brief; review documents. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
04/03/2023	🕒	Multiple correspondence with co-counsel regarding mediation. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.40h	\$475.00	-	\$190.00
04/10/2023	🕒	Review and outline mediation document; review against exhibit book; draft follow up correspondence.	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.30h	\$475.00	-	\$617.50
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		changes to MOU received by co-counsel. Circulate revised MOU. ● Unbilled	Medical Arts					
04/26/2023	②	Review draft MOU; review revised MOU ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
04/27/2023	②	Review file for status of mediation; draft multiple follow up correspondence. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.40h	\$475.00	-	\$190.00
04/28/2023	②	Discuss MOU with AJ in preparation for long form settlement agreement. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	0.20h	\$495.00	-	\$99.00
05/01/2023	②	Multiple correspondence regarding settlement agreement; review file for status of MOU; draft follow up correspondence. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.50h	\$475.00	-	\$237.50
05/04/2023	②	Review draft MOU; review individual agreements ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
05/08/2023	②	Review file for status; draft joint case management statement and submit to opposing counsel for review. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.00h	\$475.00	-	\$475.00
05/08/2023	②	Receive revisions; finalize, file and	CA2451	Andrew	0.60h	\$475.00	-	\$285.00
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h 13/20

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		serve joint statement. ● Unbilled	Gurnick Academy of Medical Arts	Ronan				
05/08/2023	②	Review MOU for changes, analyze, advise AJ. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Norm Blumenthal	1.50h	\$795.00	-	\$1,192.50
05/15/2023	②	Outline PAGA long form, analyze. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Norm Blumenthal	2.00h	\$795.00	-	\$1,590.00
05/16/2023	②	Review/revise MOU/individual agreement. Draft/send corr to defense attorney re same. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	AJ Bhowmik	2.00h	\$725.00	-	\$1,450.00
05/17/2023	②	Review revisions to agreements; review emails ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
05/17/2023	②	Receive, review and outline MOU; begin drafting settlement agreement. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.70h	\$475.00	-	\$807.50
05/19/2023	②	Review docket for status of CMC; draft follow up correspondence. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	0.40h	\$475.00	-	\$190.00
05/23/2023	②	Prepare for and attend CMC; draft and circulate summary. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.20h	\$475.00	-	\$570.00
05/25/2023	②	Email form V. Fisher re: meet and confer re: individual settlement	CA2451 Gurnick Academy of	Christine LeVu	0.30h	\$495.00	-	\$148.50
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h 14/20

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/23/2023	🕒	Review latest draft of settlement; revise motion to approve PAGA settlement to conform with latest long form Agreement ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Ricardo Ehmann	1.50h	\$675.00	-	\$1,012.50
08/23/2023	🕒	Draft Proposed Order re Motion to Approve PAGA Settlement ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Ricardo Ehmann	1.00h	\$675.00	-	\$675.00
08/24/2023	🕒	Review Defendant's revisions and revise Agreement for final; email Defendant; work on motion for approval; memo to staff; email co-counsel regarding motion for approval and co-counsel's decl. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	1.75h	\$950.00	-	\$1,662.50
08/25/2023	🕒	Prepare signed Agreement; email Def; memo to staff; answer NBB inquiries ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	0.60h	\$950.00	-	\$570.00
08/25/2023	🕒	Request date for motion for approval of PAGA settlement, research court's procedure, send email to dept 3 and cc complex dept email ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Adolfo Sanchez Contreras	0.40h	\$250.00	-	\$100.00
08/29/2023	🕒	Follow up with dept 3 San Mateo re Hearing date request for approval of PAGA settlement,	CA2451 Gurnick Academy of Medical Arts	Adolfo Sanchez Contreras	0.30h	\$250.00	-	\$75.00
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h
19/20								

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		email court and cc all parties ● Unbilled						
08/29/2023	🕒	Review emails and signed Agreement; review status; email co-counsel; respond to Defendant; work on approval motion updates ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
08/30/2023	🕒	Review co-counsel decl; review and revise draft motion; email Def ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	1.25h	\$950.00	-	\$1,187.50
08/31/2023	🕒	Call court (dept 3, 650-261-5103) re date for approval of PAGA settlement, no answer ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Adolfo Sanchez Contreras	0.20h	\$250.00	-	\$50.00
09/05/2023	🕒	Review Court email; email Def; respond to court regarding hearing ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	0.20h	\$950.00	-	\$190.00
09/05/2023	🕒	Review correspondence from chambers re hearing date for motion for PAGA settlement approval and briefing schedule, confirm KN in the loop, confirm dates calendared ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Adolfo Sanchez Contreras	0.50h	\$250.00	-	\$125.00
09/15/2023	🕒	Draft declaration ISO motion for PAGA approval ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
					159.60h		\$0.00 0.00h	\$94,573.75 159.60h

EXHIBIT #5

Activities Export

09/15/2023
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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/13/2022	\$	OneLegal filing fee. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.00	\$16.57	-	\$16.57
07/27/2022	\$	OneLegal filing fee. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.00	\$16.57	-	\$16.57
08/01/2022	\$	File and Serve Express ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Chrystal Johnson	1.00	\$51.30	-	\$51.30
08/15/2022	\$	filing via OneLegal ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Victoria Rivapalacio	1.00	\$16.57	-	\$16.57
09/01/2022	\$	File and Serve Express. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Chrystal Johnson	1.00	\$38.30	-	\$38.30
09/15/2022	\$	court filing via One Legal ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Victoria Rivapalacio	1.00	\$16.57	-	\$16.57
10/03/2022	\$	File and Serve Express. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Chrystal Johnson	1.00	\$38.40	-	\$38.40
10/07/2022	\$	One Legal Filing - Notice of Ruling. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	1.00	\$16.57	-	\$16.57
11/14/2022	\$	Mediation Fees - Klerman ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Chrystal Johnson	1.00	\$5,000.00	-	\$5,000.00
							\$0.00 0.00h	\$5,342.11 0.00h

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Activities Export

09/15/2023
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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/22/2022	\$	One Legal Filing Fee - Stipulation and Order. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Christine LeVu	1.00	\$37.32	-	\$37.32
12/01/2022	\$	File and Serve Express ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Chrystal Johnson	1.00	\$38.60	-	\$38.60
05/09/2023	\$	OneLegal filing fee. ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Andrew Ronan	1.00	\$17.04	-	\$17.04
06/01/2023	\$	File & Servexpress ● Unbilled	CA2451 Gurnick Academy of Medical Arts	Taylor Gonzalez	1.00	\$38.30	-	\$38.30
							\$0.00 0.00h	\$5,342.11 0.00h

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EXHIBIT #6

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #7

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 9, 2021

CA2451

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Gurnick Academy of Medical Arts, LLC
Certified Mail #70203160000075432879
Legalzoom.com, Inc.
101 N. Brand Blvd., 11th Floor
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Gurnick Academy of Medical Arts, LLC in California and classified as non-exempt employees during the time period of July 9, 2020 until a date as determined by the Court. Our offices represent Plaintiff Lourdes De Guzman Angel (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Gurnick Academy of Medical Arts, LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee in the position of a Psych. Technician Instructor since August of 2019 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take

separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #8

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Gurnick Academy PAGA Distribution

Monday, June 26, 2023

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

ILYM Group

ILYM Contact:

Lisa Mullins/Michael Sutherland

E-Mail:

Lisa@ilymgroup.com

Contact Number:

714.878.8836

ASSUMPTIONS

Total Estimated Number of Aggrieved Employees	900
NCOA	Yes
Remail of Undeliverables	Yes
Case Duration (Years)	1

Activity

Rate Type

Unit Cost

Volume

Amount

CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	5	\$750.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	10	\$1,200.00
NCOA	Flat Rate	\$250.00	1	\$250.00
Toll-Free Telephone Support	Flat Rate	\$250.00	1	\$250.00

*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 \$2,450.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*

Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - (including 1099)	Per Check	\$1.35	900	\$1,215.00
USPS First Class Postage	Per Piece	\$0.60	900	\$540.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	180	\$270.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$7,525.00

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,200.00

Total Case Estimate: \$11,175.00

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.

