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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10
11 LORRAINE SHELDON, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"),

13 Plaintiff,

14 vs.

15 EAST VALLEY GLENDORA HOSPITAL,
L.P., a California limited partnership; and DOES
16 1 through 10, inclusive,

17 Defendants.
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Case No. BC612058

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: September 10, 2019

Time: 8:30 a.m.

Place: Department 26

Complaint Filed: February 29, 2016

RES ID: 152207839192

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

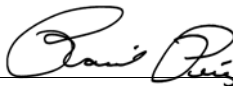
2 **PLEASE TAKE NOTICE** that on September 10, 2019 at 8:30 a.m., or as soon thereafter as
3 counsel may be heard, in Department 26 of the above-captioned court, located at 111 North Hill Street,
4 Los Angeles, California 90012, the Honorable Elaine Lu presiding, Plaintiff Lorraine Sheldon will, and
5 hereby does, move this Court for entry of an order and judgment approving the Parties' PAGA
6 settlement pursuant to Labor Code section 2699(l)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of the
10 Lorraine Sheldon; (5) [Proposed] Order Approving the PAGA Settlement Agreement; (6) the [Proposed]
11 Judgment; (7) the records, pleadings, and papers filed in this action; and (8) upon such other
12 documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of
13 this Motion.

14
15 Dated: June 18, 2019

Respectfully submitted,

Capstone Law APC

17
18 By: 

Raul Perez
Arnab Banerjee
Brandon Brouillette

Attorneys for Plaintiff Lorraine Sheldon

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiff Lorraine Sheldon seeks Court approval of the settlement of her claim for PAGA civil penalties with Defendant East Valley Glendora Hospital (“Defendant” or “EVGH”) (collectively with Plaintiff, the “Parties”). Notably, this settlement releases only PAGA penalties for wage statement violations, making it a particularly strong settlement.

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). The statute does not require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). The California Labor Workforce and Development Agency (“LWDA”) has explained that when trial courts review PAGA settlements, they should consider whether “the relief provided for under the PAGA [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public.” *O’Connor v. Uber Techs., Inc.*, No. 13-03826-EMC, 201 F.Supp.3d 1110, 1133 (N.D. Cal. Aug. 18, 2016). Nothing in the PAGA changes the strong judicial preference in support approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) The creation of a PAGA Penalties Fund of approximately \$260,000, which will be paid to aggrieved employees and the LWDA in full satisfaction of all claims Settled Claims (“PAGA Penalties Fund”).
 - (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$195,000, will be paid to the LWDA pursuant to Labor Code section 2699(i).
 - (b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$65,000, will be paid to all non-exempt, hourly-paid employees who worked for East Valley Glendora Hospital, L.P. from February 28, 2015 to the date of approval of the settlement and received at least one wage statement (“Aggrieved Employees”). There are approximately 550 Aggrieved Employees. The average payment to each aggrieved employee is approximately \$120.

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

- 1 (2) A \$10,000 payment to Plaintiff as consideration for her service on behalf of the State of
2 California and Aggrieved Employees, and for a general release of all claims she may
3 have against Defendant arising out of her employment.
- 4 (3) Reasonable attorneys' fees and costs under Labor Code section 2699(g) for Plaintiff's
5 Counsel's successful prosecution and resolution of this action. Plaintiff requests
6 \$225,000 in attorneys' fees and costs for her counsel, Capstone Law APC ("Plaintiff's
7 Counsel").
- 8 (4) Settlement Administration Costs estimated at \$5,000 to ILYM Group, Inc.

9 The civil penalties secured by the settlement represent a fair compromise of Plaintiff's PAGA
10 claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to
11 PAGA claims. The Settlement accomplishes PAGA's objectives by imposing sufficient civil penalties
12 "to punish and deter" Defendant from committing any of the Labor Code violations alleged, while also
13 ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code §
14 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

15 For these reasons, Plaintiff respectfully requests that the Court approve the Settlement and enter
16 the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

17 **II. FACTS AND PROCEDURE**

18 East Valley Glendora Hospital, LP, which does business as Glendora Community Hospital and
19 East Valley Hospital Medical Center, provides health and medical services through its hospital located in
20 Glendora, California, catering primarily to the East San Gabriel Valley. Prime Healthcare Services
21 acquired East Valley Hospital Medical Center in May 2014 and re-named the hospital Glendora
22 Community Hospital.

23 On February 29, 2016, Lorraine Sheldon, a nurse, filed suit in Los Angeles Superior Court
24 against EVGH. (Declaration of Raul Perez ["Perez Decl."] ¶ 2.) The Parties agreed to early mediation
25 with Jeffrey Ross, an experienced mediator of wage and hour actions. In advance of mediation, the
26 Parties exchanged discovery informally, including samples of time and payroll records, employee
27 contact information, and Defendant's policies, practices and procedures. *Id.* Although the Parties did not
28 settle at mediation, they continued their settlement negotiations with Mr. Ross' guidance. *Id.*

 The Parties continued to investigate and narrow the claims after mediation and through extensive
discovery, Plaintiff agreed that only the PAGA wage statement claims were prosecutable on an

1 aggregate basis. *Id.* at ¶ 3. Here, the primary alleged violation was Defendant’s failure to properly list
2 certain holiday and overtime rates on wage statements. *Id.* Specifically, although employees were paid at
3 the correct rate, the rates listed for certain holiday and overtime rates did not correctly correspond to the
4 amount paid. *Id.*

5 Accordingly, the Parties agreed that they would reengage Mr. Ross to negotiate a settlement with
6 respect to the wage statement claim under Labor Code section 226(a). *Id.* at ¶ 4. The Parties continued to
7 negotiate with Mr. Ross over the course of several months and eventually Mr. Ross presented the Parties
8 with a mediator’s proposal to settle the wage statement claims, that was accepted by both Parties. *Id.* At
9 all times, the Parties’ negotiations were adversarial and non-collusive. *Id.*

10 **III. ARGUMENT**

11 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 12 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

13 The PAGA statute specifically provides that “[t]he superior court shall review and approve any
14 settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). The statute, however,
15 does not require a two-step process or otherwise mimic the class action approval requirements when the
16 parties reach a settlement only as to PAGA civil penalties. *See Salazar*, 2017 WL 1135801 at *2
17 (rejecting the application of class action settlement rules and procedures for PAGA settlement approval).
18 In the absence of an explicit statutory requirement, the LWDA has provided guidance, explaining that
19 courts should evaluate settlements of PAGA claims based on whether “the relief provided for under the
20 PAGA [is] genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
21 public.” *O’Connor v. Uber Techs., Inc.*, No. 13-03826-EMC (N.D. Cal. Jul. 29, 2016), ECF No. 736 at
22 2-3; *see also, Salazar*, 2017 WL 1135801, *2 (quoting the above passage). As courts defer to the
23 agency’s interpretation of a statute where authority has been delegated to that agency (*see New Cingular*
24 *Wireless PCS, LLC v. Pub. Utilities Comm’n*, 246 Cal. App. 4th 784, 807 (2016)), the Court should
25 analyze the PAGA settlement by focusing on whether the amount of civil penalties obtained is “genuine
26 and meaningful” in light of PAGA’s statutory purpose.

27 The California legislature enacted PAGA to “augment the limited enforcement capability of the
28 [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.”

1 *Iskanian*, 59 Cal. 4th at 383. This statute authorizes an employee to bring an action for “civil penalties
2 on behalf of the state against his or her employer for Labor Code violations committed against the
3 employee and fellow employees . . .” *Id.* at 360. The goal of a PAGA enforcement action is to impose
4 civil penalties for Labor Code violations “significant enough to deter violations.” *Id.* at 379.

5 Fundamentally, “a PAGA action is a statutory action in which the penalties available are
6 measured by the number of Labor Code violations committed by the employer.” *Sakkab v. Luxottica*
7 *Retail N. Am., Inc.*, 803 F.3d 425, 435 (9th Cir. 2015). Under the general provisions of the PAGA
8 scheme, 75% of the civil penalties recovered goes to the state while the remaining amount is given to the
9 aggrieved employees. Lab. Code § 2699(i). Although PAGA penalties are mandatory and must be
10 awarded by a court if a violation is found, the court “may award a lesser amount than the maximum civil
11 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
12 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab.
13 Code § 2699(e)(2); *see also Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1213 (2008).

14 Moreover, the PAGA statute distinguishes and preserves the right of employees to separately (or
15 concurrently) pursue their own causes of action against their employers and to recover other available
16 federal and state remedies. Cal. Lab. Code § 2699(g)(1); *see Baumann v. Chase Inv. Servs. Corp.*, 747
17 F.3d 1117, 1123 (9th Cir. 2014) (explaining the differences between the finality in class action
18 judgments and the limited res judicata effect of PAGA judgments). “Unlike a class action seeking
19 damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private parties
20 to recover civil penalties for the government that otherwise may not have been assessed and collected by
21 overburdened state enforcement agencies.” *McKenzie v. Federal Express Corp.*, 765 F. Supp. 2d 1222,
22 1233 (C.D. Cal. 2011).

23 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
24 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
25 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
26 special attention on whether the relief is “genuine and meaningful.”

27 **B. The Settlement Is Reasonable Given the Risks of Further Litigation**

28 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may

1 balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
2 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Indeed, Plaintiff
3 obtained a PAGA settlement that provides significant civil penalties for a limited PAGA release of wage
4 statement claims under Labor Code 226(a). Based on information and evidence produced by Defendant
5 during discovery, Plaintiff's Counsel determined that Aggrieved Employees worked during a total of
6 approximately 20,000 pay periods, of which approximately 1,205 pay periods had violative wage
7 statements during the PAGA statute of limitations period, or February 28, 2015 to the time of settlement.
8 Statutory penalties would be calculated according to Labor Code 266.3 which states that amount of the
9 civil penalty is \$250 for each aggrieved employee per pay period for the initial violation, and \$1,000 for
10 each aggrieved employee per pay period for each subsequent violation. Based on the above, Defendant's
11 exposure for PAGA penalties would be approximately $\$792,500 = (550 \text{ violative wage statements}^2 \times$
12 $\$250 \text{ per pay period}) + (655 \text{ subsequent violative wage statements} \times \$1,000 \text{ per pay period})$.

13 It should be noted, however, that some courts have interpreted Labor Code section 2699(f)(2) to
14 impose the enhanced "subsequent violation penalty" or "heightened penalty" only after an employer has
15 been notified that its conduct violates the Labor Code. See *Trang v. Turbine Engine Components*
16 *Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012)
17 ("courts have held that employers are not subject to heightened penalties for subsequent violations unless
18 and until a court or commissioner notifies the employer that it is in violation of the Labor Code");
19 *Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Services, Inc.*, No. 05cv1199-
20 IEG-CAB, 2009 WL 2448430 (S.D. Cal. 2009) (finding that California law imposes the "subsequent
21 violation penalty" only after an employer has been notified its conduct violates the Labor Code). While
22 Plaintiff regards this interpretation as flawed, she nonetheless recognizes that this interpretation has
23 gained traction with some courts. Thus, if Plaintiff were not awarded "subsequently" penalties and only
24 "initial" penalties for all violations, Defendant's exposure would be approximately $\$301,250 = (1,205$
25 $\text{violative pay periods} \times \$250)$.

26 After calculating Defendant's maximum exposure under PAGA, Plaintiff then discounted that

27
28 ² The 1,205 violative wage statements had approximately 550 initial violations.

1 exposure for settlement purposes to account for the risks of continued litigation, including: (i) the
2 strength of Defendant’s defenses on the merits; (ii) the risk of losing on any of a number of dispositive
3 motions that could have been brought between now and trial (e.g., motions for summary judgment
4 and/or motions in limine) which may have eliminated Plaintiff’s claim, or barred evidence necessary to
5 prove her claim; (iii) the risk that the Court would exercise its discretion under PAGA to significantly
6 reduce the maximum civil penalties available by statute;³ (iv) the chances of a favorable verdict being
7 reversed on appeal; and (v) the difficulties attendant to collecting on a judgment; e.g., solvency issues.
8 Taking into account the above contingencies, Plaintiff determined that a settlement for approximately
9 \$260,000 in PAGA penalties was warranted by the circumstances of the case.

10 It should be noted that the PAGA gives the Court wide latitude to reduce the amount of civil
11 penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result
12 in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(h). In
13 reducing PAGA penalties, courts have considered issues including whether the employees suffered
14 actual injury from the violations, whether the defendant was aware of the violations, and the employer’s
15 willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018)
16 (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d
17 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPx) (OPX), 2011
18 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

19 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
20 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
21 **or 0.21% of the maximum**—and stated that this reduction was warranted because imposing the
22 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith
23 attempts” to comply with meal period obligations and because the court found the violations were
24 minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced
25 award of a \$150,000 penalty under PAGA. *Id.* at 529.

26 ³ See Lab. Code § 2699(e) (“In any action by an aggrieved employee seeking recovery of a civil
27 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil
28 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”).

1 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
2 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
3 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
4 under specified PAGA claim where the employer produced evidence that it took its obligations
5 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
6 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
7 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
8 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
9 2012) (denying PAGA penalties for violation of California Labor Code § 226 as redundant with
10 recovery on a class basis pursuant to California Labor Code § 226, directly); *Aguirre v. Genesis*
11 *Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
12 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000.00, after rejecting numerous
13 other PAGA claims).

14 Considering the issues, defenses, and the risks, a \$260,000 settlement for PAGA penalties is a
15 fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

16 **C. The Parties’ Settlement of Attorneys’ Fees Is Reasonable In Light of Plaintiff’s**
17 **Counsel’s Lodestar**

18 The Settlement provides attorneys’ fees and costs in the amount of \$225,000 to Plaintiff’s
19 Counsel. Plaintiff’s Counsel are entitled to attorneys’ fees as a matter of right under California Labor
20 Code section 2699(g)(1), which provides that “[a]ny employee who prevails in any action shall be
21 entitled to an award of reasonable attorneys’ fees and costs.” *See Gouskos v. Aptos Village Garage, Inc.*,
22 94 Cal. App. 4th 754, 765 (2001) (holding that attorneys’ fees to prevailing party are mandatory when
23 the statute uses the word “shall”). It is undisputed that by obtaining PAGA penalties for the LWDA and
24 Aggrieved Employees, Plaintiff has prevailed. *See Graciano v. Robinson Ford Sales*, 144 Cal. App. 4th
25 140, 153 (2006) (“[P]laintiffs may be considered ‘prevailing parties’ for attorney’s fee purposes if they
26 succeed on any significant issue in the litigation that achieves some of the benefit the parties sought in
27 bringing suit.” (internal citation omitted)).

28 In fixing fees under the lodestar method, successful attorneys should recover “all attorney fees

1 reasonably expended, **without limiting the fees to a proportion of [the] actual recovery.**” *Graciano*,
2 144 Cal. App. 4th at 164 (emphasis added). “[T]here is ‘no mathematical rule requiring proportionality
3 between compensatory damages and attorneys’ fees award.’” *Harman v. City and County of San*
4 *Francisco*, 158 Cal. App. 4th 407, 421 (2007) (citation omitted). For instance, in *Harman*, the court
5 affirmed a fee award of \$1.1 million on damages of \$33,300 under the Civil Rights Act after determining
6 that it cannot be tied to a proportion of the recovery. *Id.* at 419-22.

7 The non-proportionality rule applies generally to attorneys prosecuting employment cases. *See*,
8 *e.g.*, *Taylor v. Nabors Drilling U.S.A.*, 222 Cal. App. 4th 1228 (2014) (affirming \$680,520 in attorneys’
9 fees on a \$150,000 recovery in an employment discrimination case).⁴ And it applies with equal force to
10 PAGA cases. *See Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County
11 Superior Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA penalties
12 totaling \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County
13 Superior Court June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling
14 \$90,000); *Ramirez v. Benito Valley Farms, LLC*, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6
15 (N.D. Cal. Aug. 25, 2017) (awarding attorneys’ fees under the lodestar method with no regard to the
16 proportion of the fees to civil penalties).⁵

17
18 ⁴ Plaintiffs who prevail on a private attorney general action are also not limited to a proportion of
19 the damages recovered. *See Building a Better Redondo, Inc. v. City of Redondo Beach*, 203 Cal. App. 4th
20 852, 870-73 (2012) (awarding fees under the private attorney general statute in an action to compel a city
21 to put a measure on the ballot); *Vo v. Las Virgenes Mun. Water Dist.*, 79 Cal. App. 4th 440, 445 (2000)
22 (affirming a \$470,000 fee award when plaintiff recovered only \$37,500); *Engel v. Washington*, 60 Cal.
23 App. 4th 628, 635 (1997) (a plaintiff who recovered only \$250 “may well be entitled to every penny of
24 the requested [\$80,875] fee award” and that “[t]o deny him the full amount of requested fees would be
25 tantamount to finding that the fees were unreasonable per se, some of his efforts unwarranted, or his
26 goals unworthy”). Outside of common fund recoveries, the rule that fees cannot be tied to proportional
27 recovery applies across the board, to all types of cases involving fee-shifting statutes, in both federal and
28 state courts. *See, e.g., City of Riverside v. Rivera*, 477 U.S. 561, 578-79 (1986) (awarding \$245,000 in
attorneys’ fees for damages of \$33,350); *Hasbrouck v. Texaco, Inc.*, 879 F.2d 632, 639 (9th Cir. 1989)
 (“[T]here is no reason to treat attorney’s fees in antitrust cases under [the Clayton Act] different from
attorney’s fees in civil rights cases under section 1988. We have recognized the public benefit of antitrust
litigation.”); *Lytle v. Carl*, 382 F.3d 978, 988 (9th Cir. 2004) (fee award more than three times damages);
Fair Housing of Marin v. Combs, 285 F.3d 899 (9th Cir. 2002) (affirming \$508,606 fee award that was
more than five times damages awarded); *Niederer v. Ferreira*, 189 Cal. App. 3d 1485 (1987) (applying
the anti-proportionality logic in an action to collect from the guarantor of a note).

⁵ Likewise, the non-proportionality rule applies generally to attorneys prosecuting employment
cases. *See, e.g., Taylor*, 222 Cal. App. 4th 1228 (affirming \$680,520 in attorneys’ fees on a \$150,000
recovery in an employment discrimination case).

1 In determining the reasonableness of statutory fees, the court should apply the lodestar method.
2 See *Ketchum v. Moses*, 24 Cal. 4th 1122, 1136 (2001) (holding that the court should “presume that the
3 Legislature intended courts to use the prevailing lodestar adjustment method” in fixing statutory fees).
4 This method most effectively compensates successful counsel for “all the hours reasonably spent.” *Id.* at
5 1133. The base lodestar is produced by multiplying the number of hours reasonably expended by
6 counsel by a reasonable hourly rate. *Id.* at 1134-36. The base lodestar then may be adjusted by a
7 multiplier to account for contingent risk and other factors.

8 For hourly rates, the Court must evaluate whether that rate is “within the range of reasonable
9 rates charged by and judicially awarded comparative attorneys for comparable work.” *Children’s*
10 *Hospital & Med. Ctr. v. Bontá*, 97 Cal. App. 4th 740, 783 (2002). Determination of a reasonable rate is
11 derived from the community “where the services are rendered.” *MBNA Am. Bank v. Gorman*, 147 Cal.
12 App. 4th Supp. 1, 13 (2006). Plaintiff’s Counsel’s rates reasonable and are within the range of similar
13 attorneys in the Southern California area where the services are rendered and where the action was
14 litigated. In the past few years, numerous courts have approved the exact same rates requested here. As
15 the requested rates are within the range of market rates, they should be approved.

16 In evaluating hours worked, the general principle is that “the attorney who takes [a statutory fee-
17 shifting] case can anticipate receiving full compensation for every hour spent litigating a claim even
18 against the most polemical opponent.” *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175
19 (1998). However, courts should not be “enmeshed in a meticulous analysis of every detailed facet of the
20 professional representation.” *Serrano v. Unruh*, 32 Cal. 3d 621, 642 (1982). Rather, “[t]he essential goal
21 in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection.” *Fox v. Vice*,
22 563 U.S. 826, 837 (2011).

23 In determining the reasonableness of the hours expended, “the court should defer to the winning
24 lawyer’s professional judgment as to how much time he was required to spend on the case; after all, he
25 won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243 Cal. App.
26 4th 88, 196 Cal. Rpt. 3d 252, 265 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112
27 (9th Cir. 2008)). Whether attorneys expended reasonable hours in pursuit of the litigation is the major
28 building block of any fee award. See *Serrano v. Unruh*, 32 Cal. 3d at 632 (“absent facts rendering the

award unjust, parties who qualify for a fee should recover for all hours reasonably spent.”). Typically, all time reasonably spent by prevailing attorneys during the course of litigation should be awarded if it is the type of work that would be paid by a fee-paying client. *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983).

The chart below provides a summary of the hours billed by Plaintiff’s Counsel to the litigation:

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	59.4	\$43,065.00
Stephen H. Gamber	Fmr. Senior Counsel	1994	\$695	10.1	\$7,019.50
Arnab Banerjee	Senior Counsel	2007	\$495	114.3	\$56,578.50
Jamie Greene	Senior Counsel	2007	\$495	22.9	\$11,335.50
Eduardo Santos	Senior Counsel	2007	\$495	15.5	\$7,672.50
Mao Shiokura	Associate	2009	\$435	28.1	\$12,223.50
Brandon Brouillette	Associate	2010	\$395	91.1	\$35,984.50
Ruhandy Glezakos	Fmr. Associate	2015	\$295	136.8	\$40,356.00
Trisha Monesi	Associate	2015	\$295	66.4	\$19,588.00
Total				544.6	\$233,823.00

(Perez Decl. ¶ 10.)

As shown above, multiplying Plaintiff’s Counsel’s hourly rates by hours billed to the litigation to date (not including anticipated additional work on this case, such as supervising the administration of the settlement) yields a lodestar of approximately \$233,823, which is more than the amount of fees requested (i.e., \$225,000 fees and costs - \$16,145 in litigation costs = \$208,855 in fees).

Although Plaintiff does not request a multiplier for contingent risk, courts recognize that contingent-fee attorneys should obtain a larger fee than the market-value if their services help to secure adequate representation for Plaintiff unable to afford an accomplished attorney’s hourly rates. See *Ketchum*, 24 Cal. 4th at 1132 (“[A] contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable.”). To factor in contingent risk, courts will apply a “risk multiplier” to the base lodestar if circumstances warrant. See *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 580 (2004) (explaining California’s policy of adjusting the lodestar upward to account for contingent risk). A court abuses its discretion if it fails to apply a risk multiplier where the attorneys undertook the case with the expectation that they would receive a risk enhancement if they prevailed, the case was risky, and the hourly rate does not reflect that risk. See *Fischel v. Equitable Life Assur. Society of U.S.*, 307 F.3d 997, 1008 (9th Cir. 2002).

1 **D. The Requested Recovery In Litigation Expenses Is Reasonable**

2 Plaintiff's Counsel is also entitled to reimbursement of its discretionary litigation costs. Cal. Lab.
3 Code § 2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
4 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
5 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142
6 (2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking
7 statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218
8 n.27 (2008) (awarding costs that are necessarily incurred). The following chart reflects the costs incurred
9 by Plaintiff's Counsel:

10

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$140.75
Court Fees, Filings & Service of Process	\$1,884.96
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$90.80
Fountain Consulting, Inc.	\$550.00
Mediation Fees	\$11,000.00
Postage & Mailings	\$76.42
Research Services (PACER, Lexis, etc.)	\$39.20
Travel-Related Costs & Expenses	\$2,362.88
Total	\$16,145.01

16

17 As indicated above, Plaintiff's Counsel advanced \$16,145.01 in out-of-pocket costs to the State
18 for, among other things, filing fees, postage, photocopying, mediation fees, and travel-related costs and
19 expense. (Perez Decl. ¶ 13.) Because these reasonable costs were necessarily incurred during the case's
20 pendency, they should be reimbursed to Plaintiff's Counsel.

21 **IV. CONCLUSION**

22 The Parties have negotiated a fair and reasonable settlement of Plaintiff's PAGA claims. Having
23 appropriately presented the materials and information necessary for approval, the Parties request that the
24 Court approve the PAGA Settlement Agreement.

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Dated: June 18, 2019

Respectfully submitted,

Capstone Law APC

By: 

Raul Perez
Arnab Banerjee
Brandon Brouillette

Attorneys for Plaintiff Lorraine Sheldon

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7 Attorneys for Plaintiff Lorraine Sheldon

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10
11 LORRAINE SHELDON, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"),

13 Plaintiff,

14 vs.

15 EAST VALLEY GLENDORA HOSPITAL,
L.P., a California limited partnership; and DOES
16 1 through 10, inclusive,

17 Defendants.
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Case No. BC612058

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 10, 2019

Time: 8:30 a.m.

Place: Department 26

Complaint Filed: February 29, 2016

RES ID: 152207839192

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QUALIFICATIONS AND EXPERIENCE

6. I received both my undergraduate degree and my law degree from Harvard University and was admitted to the California Bar in December 1994. I have more than 20 years of litigation experience representing clients in complex litigation in state and federal courts, and since 2011, I have focused exclusively on wage and hour and consumer class actions.

7. Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

8. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining tens of millions of dollars in recovery for employees and consumers. The firm's accomplishments include:

- a. In February 2015, Ryan H. Wu and I were honored with the prestigious California Lawyer of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- b. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 2017 WL 2980258, Capstone attorneys achieved a landmark decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- c. In April 2017, Capstone obtained another important decision, *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017). In *McGill*, the California Supreme Court held that

1 the right to seek public injunctive relief under the state's consumer protection
2 laws cannot be waived by agreement and that consumers need not satisfy class
3 certification requirements to enjoin unfair business practices on behalf of the
4 public.

- 5 d. Capstone and co-counsel negotiated one of the largest PAGA settlements on
6 record. *See Vorise v. 24 Hour Fitness USA, Inc.*, Case No. CIV-MS15-02051
7 (Contra Costa County Superior Court) (\$11 million PAGA settlement).
- 8 e. Capstone serves as class counsel in a number of significant wage and hour
9 settlements, including \$12 million on behalf of a nationwide class of nonexempt
10 tellers and personal bankers in *Hightower v. JPMorgan Chase Bank*, Case No.
11 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers
12 in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super.
13 Ct.); and \$9 million on behalf of non-exempt hourly workers in *Dittmar v.*
14 *Costco Wholesale Corp.*, No. 3:14-cv-01156-LAB-JLB (S.D. Cal.).
- 15 f. Capstone is class counsel in a number of significant consumer actions, including
16 *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.), *Asghari v.*
17 *Volkswagen Group of America*, No. 13-02529 (C.D. Cal.), *Klee v. Nissan North*
18 *America*, Case No. 12-08238 (C.D. Cal.), *MacDonald v. Ford Motor Co.*, 142
19 F. Supp. 3d 884 (N.D. Cal. 2015) (finding action was catalyst for nationwide
20 recall), *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.), *Fernandez v. Home*
21 *Depot U.S.A.*, No. 13-648 (C.D. Cal.), and *Ford v. CEC Entertainment*, No. 14-
22 677 (S.D. Cal.), that have conferred benefits to class members valued in the tens
23 of millions. These benefits include cash payments for statutory violations,
24 complementary automotive repairs, costs reimbursement, parts replacement and
25 extension of express warranties.

- 26 9. Attached as Exhibit 2 is a true and correct copy of Capstone's firm resume.

27 **LODESTAR AND COST ANALYSIS**

- 28 10. I have reviewed a summary of Capstone's billing records, which are maintained during

the regular course of business and billed contemporaneously. The following chart sets forth the billable hourly rate and the hours billed by each attorney to the litigation. In the exercise of billing discretion, I voluntarily wrote off approximately \$10,000 in attorneys' fees (i.e., not included in the chart below).

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	59.4	\$43,065.00
Stephen H. Gamber	Fmr. Senior Counsel	1994	\$695	10.1	\$7,019.50
Arnab Banerjee	Senior Counsel	2007	\$495	114.3	\$56,578.50
Jamie Greene	Senior Counsel	2007	\$495	22.9	\$11,335.50
Eduardo Santos	Senior Counsel	2007	\$495	15.5	\$7,672.50
Mao Shiokura	Associate	2009	\$435	28.1	\$12,223.50
Brandon Brouillette	Associate	2010	\$395	91.1	\$35,984.50
Ruhandy Glezakos	Fmr. Associate	2015	\$295	136.8	\$40,356.00
Trisha Monesi	Associate	2015	\$295	66.4	\$19,588.00
Total				544.6	\$233,823.00

11. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years, including this judicial district. *See, e.g., Aguilar v. Marriott Int'l., Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v. XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018) (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior Counsel/Partners (\$495 to \$725)); *Cuellar v. Towne Park, LLC*, No. PSC1600142 (Riverside County Superior Court Apr. 27, 2018) (approving Capstone's rates for Associates (\$245 to \$420) and Senior Counsel/Partners (\$470 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates (\$420) and Senior

1 Counsel/Partners (\$570 to \$725)); *Grove v. Halston Operating Co.*, No. 37-2016-00029271-CU-OE-
2 CTL (San Diego County Superior Court Feb. 9, 2018) (approving Capstone's rates for Associates (\$395)
3 and Senior Counsel/Partners (\$470 to \$725)); *McKinney v. Blue Shield of California Life & Health*
4 *Insurance Co.*, No. SC RD CV-CV-15-0183766-000 (Shasta County Superior Court Dec. 2, 2017)
5 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$725));
6 *Lopez v. Kmart Corp.*, No. CIVMSC15-00134 (Contra Costa County Superior Court Nov. 29, 2017)
7 (approving Capstone's rates for Associates (\$395 to \$470) and Senior Counsel/Partners (\$595 to \$725));
8 *Chambless v. Islands Restaurants, L.P.*, No. BC458426 (Los Angeles County Superior Court Aug. 22,
9 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to
10 \$725)); *Linares v. Ann Inc.*, No. BC605635 (Los Angeles County Superior Court Aug. 22, 2017)
11 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$570 to \$725));
12 *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-00881-AB-AGR (C.D. Cal. Oct. 13, 2017) (approving
13 Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$725)); *Newberry*
14 *v. Cotti Foods California, Inc.*, No. RIC1504918 (Riverside County Superior Court Feb. 9, 2017)
15 (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$570 to \$695));
16 *Carter v. GMRI, Inc.*, No. RIC1506085 (Riverside County Superior Court Jan. 10, 2017) (approving
17 Capstone's rates for Associates (\$345 to \$470) and Senior Counsel/Partners (\$570 to \$695)); *Rodriguez*
18 *v. Swissport North America, Inc.*, No. BC441173 (Los Angeles County Superior Court April 17, 2017)
19 (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$520 to \$695));
20 *Luxottica Wage and Hour Cases*, No. FCS041512 (Solano County Superior Court April 4, 2017)
21 (approving Capstone's rates for Associates (\$395 to \$470) and Senior Counsel/Partners (\$595 to \$695));
22 *Emmons v. Quest Diagnostics Clinical Laboratories, Inc.*, No. 1:13-cv-00474-DAD-BAM (E.D. Cal.
23 Feb. 27, 2017) (approving Capstone's rates for Associates (\$370 to \$495) and Senior Counsel/Partners
24 (\$545 to \$695)); *Rickerd v. OneWest Resources LLC*, No. BC562538 (Los Angeles County Superior
25 Court Jan. 19, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior
26 Counsel/Partners (\$595 to \$695)); *Nunnally v. Dave & Busters, Inc.*, No. 8:16-cv-00855-DOC-KES
27 (C.D. Cal. Jan. 9, 2017) (approving Capstone's rates for Associates (\$395 to \$495) and Senior
28 Counsel/Partners (\$545 to \$695)); *Ford v. CEC Entertainment, Inc.*, No. 3:14-cv-01420-RS (N.D. Cal.

Nov. 18, 2016) (approving Capstone’s rates for Associates (\$420 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Lutin v. Lerner New York, Inc.*, No. BC498443 (L.A. County Super. Ct. Sept. 20, 2016) (approving Capstone’s rates for Associates (\$370–470) and Senior Counsel/Partners (\$695)); *The Children’s Place Retail Stores Wage & Hour Cases*, No. JCCP4790 (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone’s rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$520 to \$695)); *Coffey v. Beverages & More, Inc.*, No. BC477269 (L.A. County Super. Ct. July 26, 2016) (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone’s rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Guitar Center Stores Wage and Hour Cases*, No. JCCP 4818 (San Francisco Superior Court June 7, 2016) (approving Capstone’s rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *King v. Burke Williams, Inc.*, No. BC467906 (L.A. County Super. Ct. Mar. 4, 2015) (“the Court finds that the rates and hours billed to the litigation are fair and reasonable”); *Morales v. Daniel’s Jewelers*, Case No. BC513353 (L.A. County Super. Ct. February 4, 2015) (“the award [of attorneys’ fees is] reasonable in light of [Capstone’s] actual lodestar, which the court finds to be based on reasonable market rates”); *Thompson v. Smart & Final, Inc.*, Case No. BC497198 (L.A. County Super. Ct. Nov. 18, 2014) (finding that Capstone had “demonstrated to the Court’s satisfaction that the attorney rates and hours billed to the litigation were reasonable”); *Marquez v. Shakey’s USA, Inc.*, Case No. BC424205 (L.A. County Super. Ct. July 30, 2014) (“the hourly rates charged also appear to be reasonable and in line with prevailing rates in the community”).

12. Capstone’s rates are comparable to those judicially approved for other plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390–\$630 for non-partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670–750 for partners and \$300–500 for associates), and Blood Hurst & Reardon (\$510–695 for partners). *See Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40–41 (C.D. Cal. Apr. 29, 2014) (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range for plaintiff’s side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650–\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility*

1 LLC, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an
2 hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force*
3 *Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour
4 for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov.
5 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores,*
6 *LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an
7 hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving
8 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH
9 (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355
10 and \$405 per hour).

11 13. As summarized in the table below, Capstone has incurred a total of \$16,145 in costs and
12 expenses to date.

13 Cost & Expense Categories	Amount
14 Copying, Printing & Scanning and Facsimiles	\$140.75
15 Court Fees, Filings & Service of Process	\$1,884.96
16 Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$90.80
17 Fountain Consulting, Inc.	\$550.00
18 Mediation Fees	\$11,000.00
19 Postage & Mailings	\$76.42
20 Research Services (PACER, Lexis, etc.)	\$39.20
21 Travel-Related Costs & Expenses	\$2,362.88
22 Total	\$16,145.01

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed this 18th day of June, 2019, at Los Angeles, California.

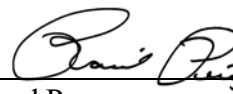
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Raul Perez

Exhibit 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LORRAINE SHELDON, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

EAST VALLEY GLENDORA HOSPITAL,
L.P., a California limited partnership; and DOES
1 through 10, inclusive,

Defendants.

Case No. BC612058

PAGA SETTLEMENT AGREEMENT

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1 Consideration, and providing necessary reports and declarations, as requested by the Parties or the Court.

2 7. "Settlement Consideration" means the maximum settlement amount of Five Hundred
3 Thousand Dollars (\$500,000) to be paid by Defendant in full satisfaction of all Settled Claims, which
4 includes all payments to PAGA Employees, Attorneys' Fees and Costs, the Service Award, the payment
5 to the California Labor and Workforce Development Agency ("LWDA"), and Settlement
6 Administration Costs.

7 **PERSONS COVERED BY THE SETTLEMENT**

8 8. PAGA Employees: This Settlement covers: All non-exempt, hourly-paid employees
9 who worked for East Valley Glendora Hospital, L.P. from February 28, 2015 to the date of approval of
10 the settlement and received at least one wage statement ("PAGA Employees").

11 9. Settlement Period: The Settlement covers the periods from February 28, 2015 to the
12 date of approval of the settlement. ("Settlement Period").

13 10. Pay Periods during Settlement Period: PAGA Employees worked during a combined
14 total of approximately 20,000 during the Settlement Period.

15 **SETTLEMENT CONSIDERATION**

16 11. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to PAGA Employees
17 and the California Labor and Workforce Development Agency ("LWDA") in full satisfaction of all
18 claims for PAGA civil penalties for violations of Labor Code section 226 with respect to PAGA
19 Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately One Hundred Ninety
20 Five Thousand Dollars (\$195,000)), of the PAGA Penalties Fund will be paid to the LWDA, and the
21 remaining Twenty-Five Percent (25%) (or approximately Sixty Five Thousand Dollars (\$65,000)), will
22 be paid to all PAGA Employees according to the following formula:

23 11(a) Defendant will calculate: (i) the total number of pay periods worked by
24 each PAGA Employee during the Settlement Period, and (ii) the total
25 number of pay periods worked by all PAGA Employees during the
26 Settlement Period.

27 11(b) To determine each PAGA Employee's payment from the PAGA Penalties
28 Fund, Defendant will use the following formula: Settlement Payment =

25% of PAGA Penalties Fund ($\approx \$65,000$) $\times$ [Pay Periods Worked by Individual PAGA Employee During the Settlement Period $\div$ Total Pay Periods Worked by All PAGA Employees during the Settlement Period].

12. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the Action, the Parties agree that Defendant will pay Plaintiff's Counsel a total of Two Hundred Twenty Five Thousand Dollars (\$225,000) in attorneys' fees and litigation costs and expenses ("Attorneys' Fees and Costs"). Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be distributed to aggrieved employees

13. PAGA Release by Plaintiff as Proxy for the State of California, the LWDA, and as Representatives of the PAGA Employees: Upon the Effective Date, Plaintiff in her capacity as proxy for the State of California, the LWDA, and as a private attorney general acting on behalf of herself and the PAGA Employees, shall fully release and forever discharge any and all claims by her and the PAGA Employees arising from February 28, 2015 to the date of approval of the settlement for all claims under PAGA for Labor Code section 226 violations that were asserted or could reasonably have been asserted based on the facts alleged in the Action that Plaintiff and PAGA Employees received wage statements that were incomplete and/or inaccurate. This PAGA Release shall bar these released claims by or on behalf of Plaintiff and all PAGA Employees regardless of whether Plaintiff and/or a PAGA Employee negotiates his/her settlement checks sent pursuant to this Settlement.

14. Service Award and General Release by Plaintiff. For her service on behalf of the State of California and PAGA Employees, and for a general release of all claims Plaintiff may have against Defendant arising out of her employment, Defendant agrees to pay Plaintiff the sum of Ten Thousand Dollars (\$10,000) ("Service Award"). In consideration of the Service Award to Plaintiff, Plaintiff, for herself, her representatives, heirs, assigns, and/or any other person or entity asserting any interest through her, unconditionally, irrevocably, and absolutely releases and discharges Defendants, including East Valley Glendora Hospital and Prime Healthcare Services, Inc., and their respective parent and subsidiary corporations, divisions and affiliated corporations, insurers, partnerships, or other affiliates, past and present, as well as its shareholders, owners, employees, officers, directors, agents, servants, insurers, re-insurers, attorneys, contractors, successors, and assigns, past or present (collectively, "Released Parties"),

1 from all claims related in any way to all transactions or occurrences involving them from the beginning
2 of time to the date of this Agreement, to the fullest extent permitted by law, including, but not limited to,
3 Plaintiff's employment with Defendant, her separation of employment from Defendant, and all other
4 losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or
5 unsuspected, arising directly or indirectly out of or in any way connected with Plaintiff's employment
6 with Defendant. Plaintiff understands and agrees that this Agreement releases any and all rights that she
7 has to pursue any claim of any Labor Code violation including, but not limited to, any claim under the
8 California Private Attorney General Act. This release is intended to have the broadest possible
9 application and includes, but is not limited to, any tort, contract, common law, constitutional or other
10 statutory claims, including, but not limited to, alleged violations of the California Labor Code, the
11 California Business and Professions Code, the California Fair Employment and Housing Act, the
12 California Government Code, the California Family Rights Act, the California Confidentiality of
13 Medical Information Act, the California Labor Code Private Attorney General Act, the Fair Labor
14 Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income
15 Security Act of 1974, the Americans with Disabilities Act, the Equal Pay Act, and the Family Medical
16 Leave Act, as well as all wage claims, wrongful termination claims, discrimination claims, harassment
17 claims, public policy claims, retaliation claims, statutory claims, emotional distress claims, defamation
18 claims, and any and all other claims arising under any federal, state, or other governmental statute, law,
19 regulation or ordinance, and all claims for attorneys' fees, costs and expenses. Plaintiff expressly waives
20 her right to recovery of any type, including damages or reinstatement, in any administrative or court
21 action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any
22 way to the Released Parties. Plaintiff represents and acknowledges that she has asserted no claim against
23 Defendant or any of the Released Parties under the Age Discrimination in Employment Act ("ADEA"),
24 29 U.S.C. §§ 621 et seq., and she further admits and acknowledges that she is unaware of any facts
25 establishing or suggesting that her age in any way affected any terms and conditions of her employment
26 with Defendant, and that any such claim is now time-barred. This release specifically includes any and
27 all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
28 attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with

1 the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically
2 or particularly described herein. Specifically, Plaintiff will be deemed to have waived all rights and
3 benefits afforded by California Civil Code Section 1542, which provides:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
5 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR**
6 **AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR**
7 **HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
8 **THE DEBTOR.**

9 Notwithstanding the foregoing, nothing in this Agreement bars any claims that, by statute, may not be
10 waived. Moreover, nothing in this Agreement restricts or prohibits Plaintiff from initiating
11 communications directly with, responding to any inquiries from, providing testimony before, providing
12 information to, reporting possible violations of law or regulation to, accepting a whistleblower award
13 from, or assisting with an investigation by, a federal government agency or entity, including the U.S.
14 Equal Employment Opportunity Commission ("EEOC"), the Department of Labor ("DOL"), the
15 National Labor Relations Board ("NLRB"), the Department of Justice ("DOJ"), the Securities and
16 Exchange Commission ("SEC"), and any federal agency Inspector General (collectively, the
17 "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of
18 state or federal law or regulation.

19 15. No Right To Object Or Opt-Out. Since this is not a settlement of a class action, no
20 PAGA Employees can object to the Settlement after the Court's approval order is made, or opt-out from
21 being included in the Settlement at any time before or after the approval order is made.

22 16. Confidentiality. Plaintiff and her Counsel agree not to disclose the terms of this
23 Settlement Agreement except in court papers or if required by legal process. Plaintiff and her Counsel
24 shall not issue a press release, hold a press conference, publish information about the Settlement
25 Agreement on any website, or otherwise publicize the Settlement. Plaintiff and her Counsel agree not to
26 respond to any press inquiries except to refer reporters to the papers filed with the Court.

27 17. Non-Disparagement: Plaintiff agrees that she shall not make any disparaging statements
28 or comments about Defendant and/or its operations, business, technologies, market position,

1 employment policies and practices, employees (past and present), operations, and/or products or
2 services, either as statements of fact or opinion.

3 18. Settlement Administration Costs. The Parties will retain a third-party settlement
4 administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for
5 establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to
6 PAGA Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs
7 will be paid from the Settlement Consideration. Based on the estimate that there are approximately five
8 hundred and fifty (550) PAGA Employees, Settlement Administration Costs are estimated at Five
9 Thousand Dollars (\$5,000).

10 19. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
11 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
12 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
13 the Settlement Agreement (the "Order and Judgment").

14 20. List of PAGA Employees. Within seven (7) calendar days after the Effective Date,
15 Defendant will provide the Settlement Administrator a complete list of all PAGA Employees ("PAGA
16 Employee List"). The PAGA Employee List will be formatted in Microsoft Office Excel and will
17 include each PAGA Employees full name; most recent mailing address and telephone number; Social
18 Security number; the respective number of pay periods during which each PAGA Employee worked
19 during the Settlement Period; and any other relevant information needed to calculate settlement
20 payments.

21 21. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date,
22 Defendant will deposit the Settlement Consideration into the QSF to be established by the Settlement
23 Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement
24 Administrator will issue payments to: (a) PAGA Employees; (b) the Labor and Workforce
25 Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator,
26 and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

27 22. Settlement Payments to PAGA Employees. The Settlement Administrator will issue
28 each PAGA Employee one check for his or her share of the PAGA Penalties Fund along with an

1 explanatory letter which will be mutually approved by the parties. Prior to mailing, the Settlement
2 Administrator will perform a search based on the National Change of Address Database for information
3 to update and correct for any known or identifiable address changes. Any checks returned as non-
4 deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S.
5 Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
6 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
7 using the name, address or Social Security number of the PAGA Employee involved, and will then
8 perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-
9 cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the
10 Settlement Administrator will be tendered to the California Department of Industrial Relations Unpaid
11 Wage Fund (*see* Cal. Lab. Code § 96.6). All settlement payments to PAGA Employees will be treated
12 as miscellaneous income for which a 1099 will be issued.

13 23. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all PAGA
14 Employees will be forever barred from pursuing against Defendant any and all claims for PAGA civil
15 penalties for violation of Labor Code section 226 (“Settled Claims”). PAGA Employees, other than
16 Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this
17 Settlement. No other PAGA claims other than those for wage statement violations under Labor Code
18 section 226 shall be released as a result of this agreement.

19 24. No Credit Toward Benefit Plans. Payments to Plaintiff and PAGA Employees as
20 referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which
21 Plaintiff or any PAGA Employee may be eligible, including, but not limited to profit-sharing plans,
22 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
23 other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any
24 rights, contributions, or amounts to which any PAGA Employee may be entitled under any benefit plans.

25 25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
26 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
28 action or right herein released and discharged.

1 26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
2 the Settlement as provided herein; (ii) the Settlement does not become final for any other reason, (iii) the
3 Settlement Agreement is construed in such a fashion that Defendant is required to pay more than the
4 Settlement Consideration; or (iv) the LWDA or any other state or government agency seeks to intervene
5 in the action and/or commence an enforcement action, then Defendant will have the option to withdraw
6 from this Settlement Agreement, and any documents generated to bring it into effect, will be null and
7 void, and the Parties will be returned to their original respective positions.

8 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
9 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
10 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
11 as may be appropriate under court rules or as set forth in this Settlement.

12 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
13 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
14 on the Parties.

15 29. Amendment or Modification. This Settlement Agreement may be amended or modified
16 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
17 Parties.

18 30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
24 reach agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Court to resolve such disagreement.

27 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 32. California Law Governs. All terms of this Settlement Agreement will be governed by
2 and interpreted according to the laws of the State of California.

3 33. Execution and Counterparts. This Settlement Agreement is subject only to the execution
4 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
6 scanned copies of the signature pages, will be deemed to be one and the same instrument.

7 34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
8 Settlement Agreement is a fair, adequate, and reasonable settlement of the Labor Code section 226
9 claims in this Action and have arrived at this Settlement after arm's-length negotiations by experienced
10 counsel. The Parties further acknowledge that they are each represented by competent counsel and that
11 they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
12 this Settlement.

13 35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
14 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
15 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

16 36. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
19 valid and enforceable.

20 37. Captions. The captions and section numbers in this Settlement Agreement are inserted
21 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
22 provisions of this Settlement Agreement.

23 38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
24 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
25 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

26 39. Enforcement Action. Before one or more of the Parties institutes any legal action or
27 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
28 declare rights and/or obligations under this Settlement, the Parties agree to refer their disputes to

mediator Jeff Ross.

40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

41. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

43. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments

1 of the Court entered into in connection therewith.

2
3 **READ CAREFULLY BEFORE SIGNING**

4
5 **PLAINTIFF**

6 Dated: May 4, 2019

7 Lorraine Sheldon
8 Lorraine Sheldon

9 **DEFENDANT EAST VALLEY GLENDORA
HOSPITAL**

10 Dated: _____

11 _____
12 Name of Authorized Signatory

13
14
15 **APPROVED AS TO FORM**

16 **CAPSTONE LAW APC**

17
18 Dated: May 7, 2019

19 Raul Perez
20 Raul Perez

21 **MORGAN, LEWIS & BOCKIUS LLP**

22 Dated: _____

23 _____
24 John D. Hayashi

1 of the Court entered into in connection therewith.

2
3 **READ CAREFULLY BEFORE SIGNING**

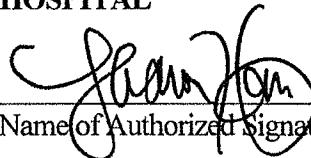
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5 **PLAINTIFF**

6 Dated: _____

7 Lorraine Sheldon

8
9 **DEFENDANT EAST VALLEY GLENDORA
HOSPITAL**

10 Dated: 5/6/19

11 
Name of Authorized Signatory

12
13
14
15 **APPROVED AS TO FORM**

16 **CAPSTONE LAW APC**

17
18 Dated: _____

19 Raul Perez

20 **MORGAN, LEWIS & BOCKIUS LLP**

21
22 Dated: 5/6/2019

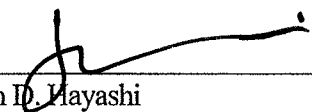
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John D. Hayashi

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers. The firm's accomplishments include:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the prestigious *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- In April 2017, Capstone achieved a major victory for consumers in *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court held that: (1) the right to seek public injunctive relief under the state's consumer protection laws cannot be waived; and (2) that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of nonexempt tellers and personal bankers in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of non-exempt pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.).
- Capstone serves class counsel in a number of significant consumer actions, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles) and obtained final approval in *Vargas v. Ford Motor Co.*, No. 12-08388 (C.D. Cal.); *Chan v. Porsche Cars N.A., Inc.*, No. 15-2106 (D.N.J.); *Batista v. Nissan N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla.); *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.); *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.); *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.), and *Ford v. CEC Entertainment*, No. 14-677 (S.D. Cal.), that have conferred benefits to class members valued in the hundreds of millions.

SUMMARY OF SIGNIFICANT SETTLEMENTS

In the past four years, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers valued at well over \$30 million;
- *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Senior Counsel

Arnab Banerjee. Arnab Banerjee is a senior counsel with Capstone Law, where he leads one of the firm's litigation teams prosecuting employment and consumer class actions. Mr. Banerjee has spent the past eight

years focused on complex employment law cases, assisting in obtaining millions of dollars in recovery for employees. He focuses primarily on wage-and-hour class action litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations. Arnab has successfully certified several classes for claims meal and rest breaks, and off-the-clock work.

Arnab began his career at Latham & Watkins LLP where he handled a wide variety of business litigation matters ranging from white collar defense to environmental litigation. Arnab has also had experience representing employers and litigating on behalf of individual plaintiffs, focusing primarily on discrimination, wrongful termination, and sexual harassment cases. Arnab graduated from the University of Southern California Gould School of Law, where he served as an editor on the Interdisciplinary Law Journal. During law school, he also interned for the Department of Homeland Security. He received his undergraduate degrees from the University of California, Irvine, where he graduated cum laude and Phi Beta Kappa. Arnab is admitted to practice in California, before the United States District Court for the Northern, Eastern, and Central Districts of California, and before the United States Court of Appeals for the Ninth Circuit. He has been selected as one of Southern California's "Super Lawyers – Rising Star" since 2016.

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Theresa was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Theresa received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Molley Desario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Molly's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. Molly has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled

numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Molly began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, Molly has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated *summa cum laude*.

Robert Drexler. Robert Drexler is senior counsel with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2015.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal. Mr. Drexler was named a "Super Lawyer" in 2017.

Robert Friedl. Robert Friedl is senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Jamie Greene. Jamie Greene is senior counsel at Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including

investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. Mark has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mark is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mark attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mark has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals. Mark is admitted to practice in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the United States Court of Appeals for the Eighth and Ninth Circuits.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, concentrating his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. John has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, John was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Orlando began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Orlando graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Orlando is admitted to practice in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the United States Court of Appeals for the Ninth Circuit.

Tarek Zohdy. An associate with Capstone, Tarek Zohdy litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class action settlements that have provided significant relief to thousands of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and

omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Ari Bassar. Ari Bassar is an associate with Capstone Law, where his practice focuses on litigating complex wage-and-hour class actions and PAGA representative actions. Prior to joining Capstone, Mr. Bassar litigated consumer fraud, antitrust, product defect, securities, and employment class actions at several prominent plaintiffs' firms. Mr. Bassar earned his Juris Doctor from Santa Clara University School of Law, where he spent his summers as a Bar Certified Law Clerk in the Economic Crimes Unit of the Santa Clara County Office of the District Attorney. He received dual-degrees in Economics and Psychology from the University of California, San Diego. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and is a contributing author to the Competition Law Journal, the official publication of the Antitrust, UCL, and Privacy Section of the State Bar of California. His publications have examined trends in employment and antitrust litigation and the regulatory authority of the Federal Trade Commission.

Jordan Carlson. Jordan Carlson is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Mr. Carlson began his career as an associate at a civil litigation firm where he handled a wide variety of matters including environmental contamination defense, bad faith insurance litigation, wrongful death, employment, real estate, and business litigation. He graduated from Whittier Law School in 2013. While attending law school, he served as a Summer Associate for the California Department of Justice. Mr. Carlson earned his bachelor's degree from Boston University where he graduated cum laude and is admitted to practice law in California and before the United States District Court for the Central District of California.

Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Joseph served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. Joseph graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Joseph received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement

awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations. He is admitted to practice law in California and before the United States District Court for the Northern, Eastern, and Central Districts of California and the United States Court of Appeals for the Ninth Circuit.

Robin Hall. Robin Hall is an associate with Capstone Law, where she heads the firm's research department. Ms. Hall assists in pre-litigation investigation of employment and consumer statutory claims, and handles complex research projects. A founding editor of the Impact Litigation Journal (ILJ), Ms. Hall has authored numerous articles on emerging legal issues published on ILJ. Ms. Hall began her career and received her training as an associate at Baker & Hostetler LLP, where she represented Fortune 500 companies in labor and employment litigation, including class actions. She attended Indiana University's Maurer School of Law, where she graduated *cum laude* in 2007. During law school, Ms. Hall served as Editor-in-Chief of the Indiana Journal of Global Legal Studies and Director of the Inmate Legal Assistance Clinic. She received her undergraduate degree from the University of Missouri and is admitted to practice law in California.

Ariel Harman-Holmes. Ariel Harman-Holmes is an associate at Capstone Law. Her practice is focused on wage-and-hour class and PAGA representative actions. She began her career in New Orleans as a public defender, and then founded her own firm handling appeals and plaintiff-side insurance matters. After relocating to California, until just prior to joining Capstone, Ariel worked for The Rudd Law Firm where her practice involved intellectual property, commercial disputes, and torts. Ariel is a graduate of New York University and Cornell Law School, where she obtained her Juris Doctor in 2007.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Trisha graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations. Trisha is admitted to practice law in California and before the United States District Court for the Northern, Eastern, and Central Districts of California.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California

Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Brooke Waldrop. Brooke Waldrop is an associate with Capstone Law. Her practice focuses on the pre-litigation analysis of wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work. Brooke graduated from University of Utah S.J. Quinney College of Law in 2008, where she was a member of Extra Muros, an international law journal and think tank. During law school, she volunteered and clerked for the Disability Law Center, International Rights Advocates in Washington, D.C., the Utah Crime Victims Legal Center, and the Utah Council for Victims of Crime. After law school, Brooke obtained an MFA at USC's School of Cinematic Arts Writing for Screen and Television program where she was also awarded the prestigious Annenberg Fellowship. Before joining Capstone as an associate, she worked at Capstone as a contract attorney and settled a copyright infringement suit for a commercially-successful property. She earned her undergraduate degree from Westminster College of Salt Lake, majoring in Political Studies with an emphasis in Philosophy, and minoring in Theater, where she graduated summa cum laude.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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7 Attorneys for Plaintiff Lorraine Sheldon

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10
11 LORRAINE SHELDON, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"),

13 Plaintiff,

14 vs.

15 EAST VALLEY GLENDORA HOSPITAL,
L.P., a California limited partnership; and DOES
16 1 through 10, inclusive,

17 Defendants.
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Case No. BC612058

**DECLARATION OF LORRAINE SHELDON
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 10, 2019

Time: 8:30 a.m.

Place: Department 26

Complaint Filed: February 29, 2016

RES ID: 152207839192

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1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am a Plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

3. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff in a PAGA action.

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 willing to serve as a PAGA representative because I believed Defendant had unlawful wage and hour
2 policies/practices.

3 5. My attorneys provided me with a draft of the Complaint for my review and approval. I
4 closely reviewed the Complaint to ensure accuracy and completeness, and my attorneys filed the
5 Complaint only after I had approved its content.

6 6. Following the filing of the Complaint on February 29, 2016, I collaborated with my
7 attorneys on the prosecution of my claims, provided additional facts and information to assist my
8 attorneys in the litigating the claims, and responded to my attorneys' questions. Throughout the case's
9 pendency, I remained in regular contact with my attorneys, often contacting them every other week by
10 phone to remain apprised of the status of the litigation.

11 7. I worked closely with my attorneys during the discovery phase of the litigation, and in
12 particular, I spent considerable time working with my attorneys to prepare responses to Defendant's
13 discovery requests, including form interrogatories, special interrogatories, and document requests. I also
14 answered any questions my attorneys had stemming from Defendant's production of company
15 documents.

16 8. I also participated telephonically in the mediation that occurred in the case. I spoke to
17 my attorneys several times throughout the process, and also during the settlement negotiations that took
18 place through the mediator after the actual mediation.

19 9. I have carefully reviewed the terms of the proposed settlement and long-form settlement
20 agreement. My attorneys explained the specifics of how the settlement would work and I accepted the
21 settlement only after I had spent time evaluating the proposed outcome to assure that it was fair. Based
22 on my attorneys' evaluation and recommendation, and my own review, I believe the settlement is fair
23 and reasonable.

24 10. In summary, over the course of this litigation I have spent a significant amount of time
25 conferring and working with my attorneys on the prosecution of my claims and discovery, and
26 evaluating the settlement. I estimate that I have spent between 75 and 85 hours assisting my attorneys in
27 the prosecution of this lawsuit.

28 11. I believe my negotiated General Release Payment is reasonable compensation for the

1 general release that I am required to provide Defendant as a condition of settlement. This general release
2 requires me to waive *all* claims that I may have arising out of my employment, and is considerably
3 broader than the Settled Claims.
4

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on June 5, 2019 at Pearblossom, California.
7 City

8 Lorraine Sheldon
Lorraine Sheldon
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10
11 LORRAINE SHELDON, as an aggrieved
employee pursuant to the Private Attorneys
12 General Act ("PAGA"),

13 Plaintiff,

14 vs.

15 EAST VALLEY GLENDORA HOSPITAL,
L.P., a California limited partnership; and DOES
16 1 through 10, inclusive,

17 Defendants.
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Case No. BC612058

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT**

Date: September 10, 2019

Time: 8:30 a.m.

Place: Department 26

Complaint Filed: February 29, 2016

RES ID: 152207839192

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Case No. BC612058

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Approving PAGA Settlement Agreement (the “Order”), it is hereby
3 **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the terms of the Order and the
5 Parties’ PAGA Settlement Agreement. Unless otherwise provided herein, all capitalized terms used
6 herein shall have the same meaning as defined by the Parties’ PAGA Settlement Agreement.

7 2. This Judgment shall be binding on all Aggrieved Employees and the State of California,
8 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims, as that term is
9 defined by the PAGA Settlement Agreement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009)
10 (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is
11 binding not only on the named employee plaintiff but also on state labor law enforcement agencies and
12 any aggrieved employee not a party to the proceeding).

13 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
14 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing the
15 terms of the Judgment entered herein.

16 4. Neither this Judgment, the Order, the Parties’ PAGA Settlement Agreement, any
17 document referred to herein, any exhibit to any document referred to herein, any action taken to carry out
18 the settlement, nor any negotiations or proceedings related to the settlement are to be construed as, or
19 deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of
20 Defendant (or any settling party), and shall not be offered in evidence in any proceeding against the
21 Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other
22 than to enforce the provisions of the Order and Judgment.

23 5. This document shall constitute a judgment.
24

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26
27 Date _____

Hon. Elaine Lu
Los Angeles County Superior Court Judge