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Attorneys for Plaintiff
ANDREA PRIOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE

ANDREA PRIOR on behalf of herself, and all
aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No: CV 423216

REPRESENTATIVE ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTIONS FOR AN
ORDER APPROVING SETTLEMENT OF
PAGA ACTION AND DISMISSING
ACTION WITH PREJUDICE AND FOR
AN ORDER AWARDING ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION FEES**

Date: August 19, 2024

Time: 9:00 a.m.

Dept. 1

Complaint filed: October 21, 2022

Trial: Not set

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California and
3 before this Court. I am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Andrea
4 Prior in this action. I have personal knowledge of the facts stated herein and, if called as a
5 witness, I could and would testify competently to the facts set forth below.

6 **Plaintiff's Counsel's Experience:**

7 2. Between September 1988 and October 2005, I was first an associate and then a
8 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
9 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
10 in all areas of labor and employment law, including wage and hour law and class action defense.
11 I also have extensive litigation experience, including numerous arbitrations and trying several
12 cases to verdict in state and federal courts.

13 3. In the time I worked at Littler, I worked on many class action matters. The
14 following is a list of various class action matters for which I was the lead or co-lead defense
15 attorney:

- 16 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
uniforms.);
- 17 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
18 contractor vs. employee status, overtime, minimum wage and expense
reimbursement claims.);
- 19 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
20 (Overtime, minimum wage, expense reimbursement and waiting time
penalties.);
- 21 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
misclassification.);
- 22 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
23 minimum wage and waiting time penalties.);
- 24 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);
- 25 g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County)
(Overtime, minimum wage and waiting time penalties.);
- 26 h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks
27 on commission payments.);
- 28 i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager
misclassification.);

- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*, Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*, Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*, Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. C 06-cv-03409 MJJ;

- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;
- z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior Court Case No. BC400422;
- ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San Francisco County Superior Court Case No. CGC 09-490181;
- ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco County Superior Court Case No. CGC 09-493709;
- gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court Case No. CGC 09-484456;
- hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court Case No. CGC 09-484496;

- 1 ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County Superior Court
Case No. CGC 06-449394;
- 2 jj. *Wireless Advocates Wage and Hour Cases*, Los Angeles County Superior Court
3 Case No. JCCP 4600;
- 4 kk. *Matrix Service Wage and Hour Cases*, Alameda County Superior Court Case
No. JCCP 4610;
- 5 ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern District of
6 California Case No. 08-cv-3893 CW;
- 7 mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County Superior
Court Case No. CGC 10-501832;
- 8 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda County Case
No. RG 10-501301;
- 9 oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County Superior
10 Court Case No. CGC 10-500633;
- 11 pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-533750;
- 12 qq. *Placer Title Company Wage and Hour Cases*, Sacramento County Superior
Court Case No. JCCP 4567;
- 13 rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County Superior Court
Case No. MSC10-01071;
- 14 ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- 15 tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- 16 uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No. RG 10-
548469;
- 17 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- 18 ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior Court
19 Case No. RG 10-550517;
- 20 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior
Court Case No. CIVVS900679;
- 21 yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior Court
22 Case No. RG12-624600;
- 23 zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case
No. RG11-592345;
- 24 aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG
25 10-522846;
- 26 bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court,
Northern District of California, Case No. C-11-cv-03586 YGR;
- 27 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County
28 Superior Court Case No. MSC12-00340;

- 1 ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central
2 District of California, Case No. 2:13-cv-02885 CBM;
- 3 eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No.
4 RG11 575618;
- 5 fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District
6 of California, Case No. C-12-cv-5978-CRB;
- 7 ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern
8 District of California, Case No. 4:12-cv-04650-YGR;
- 9 hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case No. CGC-
10 12-517707;
- 11 iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No.
12 MSC12-01454;
- 13 jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No. 1220043288;
14 kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No. 1210030884;
- 15 ll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court Case No.
16 CIVDS1403274;
- 17 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles County
18 Superior Court Case No. BC470522;
- 19 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa County
20 Superior Court Case No. C11-0969;
- 21 ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior Court
22 Case No. RG12-639317;
- 23 ppp. *St. Joseph Health System Medical Information Cases*, Orange County Superior
24 Court JCCP Case No. 4716;
- 25 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda County
26 Superior Court Case No. RG14-712100;
- 27 rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case No.
28 CIV 526430;
- 29 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San Francisco
County Superior Court Case No. CGC-13-532872;
- 30 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court,
Northern District of California, Case No. 3:12-cv-04818-NC.
- 31 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District Court,
Northern District of California, Case No. 12-cv-04818-NC;
- 32 vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No. 30-2011-
00522293-CU-BT-CJC;

- 1 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District Court,
2 Northern District of California, Case No. 5:12-cv-05083-PSG;
- 3 xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court,
4 Northern District of California Case No. 3:16-cv-01958-RS;
- 5 yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court, Case
6 No. RG17844100;
- 7 zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior Court CGC-
8 17-557027;
- 9 aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County
10 Superior Court Case No. CIVDS1712220;
- 11 bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court
12 Case No. 17CV305656;
- 13 cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No.
14 CIVDS1604546;
- 15 dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No.
16 CGC-17-556677;
- 17 eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No.
18 RG17851208;
- 19 ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino
20 County Case No. CIVDS1809416;
- 21 gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court
22 Case No. CIVDS1703459;
- 23 hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court
24 Case No. 37-2017-00045550-CU-BT-CTL;
- 25 iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*,
26 Napa County Superior Court Case No. 19CV000373;
- 27 jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case
28 No. STK-CV-UBT-2019-0000147;
- 29 kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No.
30 RG18926494;
- 31 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County
32 Superior Court Case No. 34-2019-00252683;
- 33 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior
34 Court Case No. RG19001392;
- 35 nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No.
36 RG19008007;
- 37 oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-
38 262989;

- 1 pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court
- 2 Case No. CIVDS1804163;
- 3 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County
- 4 Superior Court Case No. 37-2015-00025968-CU-OE-CTL;
- 5 rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court
- 6 Case. No. 20Cv-01484;
- 7 ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No.
- 8 193712;
- 9 tttt. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case. No.
- 10 19CV001903;
- 11 uuuu. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court
- 12 Case No. RG17846239;
- 13 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States
- 14 District Court, Northern District of California Case No. 4:21-cv-0188-JSW;
- 15 www. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case
- 16 No. 21 CV-02475
- 17 xxxx. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court
- 18 Case No. RG20054385;
- 19 yyyy. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District
- 20 Court, Northern District of California Case No. 4:20-cv-08347-KAW;
- 21 zzzz. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case
- 22 No. CGC-20-584155;
- 23 aaaaa. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court
- 24 Case No. CIVDS1922849;
- 25 bbbbb. *Ellis v. Harder Mechanical Contractors, Inc.*, United States District Court,
- 26 Northern District of California Case No. 21-cv-00844-JSW;
- 27 ccccc. *Harrington v. Creative Security Company, Inc.*, Alameda County Superior Court
- 28 Case No. RG21095377;
- ddddd. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior
- Court Case No. 20STCV03569;
- eeee. *Macomber v. Dermalogica, LLC*, San Diego County Superior Court Case No: 37-2020-
- 00020451- CU-BT-CTL;
- ffff. *Alvarez, et al. v. Autozone, Inc.*, San Bernardino Superior Court Case No.
- CIVDS1416344;
- ggggg. *Walter v. Farfetch.com US, LLC*, Orange County Superior Court Case No. 30-
- 2020-01139875-CU-BT-CXC;
- hhhhh. *Cascade Drilling Wage and Hour Cases*, Alameda County Superior Court Case
- No. RG21090743;

- iiii. *Audycki v. Stanford Healthcare, a Corporation*, Santa Clara County Superior Court Case No. 19CV347173;
- jjjj. *Collins v. National Insurance Inspection Services, Inc.*, Los Angeles County Superior Court Case No. 20STCV15619;
- kkkk. *Avalos v. AxleHire, Inc.*, Alameda County Superior Court Case No. 22CV020643;
- llll. *McKeehan v. 1-800-PACK-RAT, LLC*, San Diego County Superior Court Case No. 37-2022-00038509-CU-BT-NC; and
- mmmm. *Rahmat v. Aeroenlaces Nacionales S.A. de C.V.*, Ventura County Superior Court Case No. 2023CUBT01235.

Factual and Procedural Background:

5. A true and correct copy of the Labor Code Private Attorneys General Act Settlement Agreement (the “Settlement Agreement”)¹ entered into by Plaintiff and Adventist Health Clearlake Hospital, Inc. (“Defendant”), is attached hereto as **Exhibit 1**. The Settlement Agreement is discussed below.

6. On August 16, 2022, pursuant to Labor Code § 2699.3’s exhaustion requirements, Plaintiff gave written notice of her PAGA claims to the LWDA and Defendant. After satisfying the administrative requirements of Labor Code § 2699.3(a), Plaintiff filed the operative complaint on October 21, 2022 in Lake County Superior Court against Defendant alleging in Private Attorneys General Act (“PAGA”) claims under Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802 and seeking penalties pursuant to Labor Code §§ 2699(f) and 226(a) and attorneys’ fees pursuant to Labor Code § 2699(g)(1). A true and correct copy of the August 16, 2022 exhaustion letter is attached hereto as **Exhibit 2**. A true and correct copy of the operative Representative Action Complaint for Penalties and Attorneys’ Fees is attached hereto as **Exhibit 3**.

¹ Unless noted otherwise, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

1 7. After exchanging written discovery, the Parties discussed the potential for
2 settlement and agreed to engage in private mediation. In advance of the mediation, Defendant
3 produced information and documents relevant to the PAGA claims, including that there are
4 approximately 1,210 individuals who meet the PAGA Group definition who worked
5 approximately 50,637 pay periods during the PAGA Release Period. That documentation along
6 with other relevant data obtained during discovery enabled Plaintiff to evaluate the PAGA claims
7 in preparation for mediation.

8 8. On April 9, 2024, the Parties participated in a formal mediation session with
9 Deborah Crandall Saxe, Esq., during which the Parties engaged in good faith, arm's-length
10 negotiations. With the mediator's assistance, the Parties were able to resolve the PAGA claims,
11 subject to the Court's approval.

12 9. Through their counsel, the Parties have set forth all the terms of the PAGA
13 settlement in a more detailed, formalized Settlement Agreement, which Plaintiff is submitting to
14 the Court for approval.

15 **Plaintiffs' Counsel's work litigating and settling this action:**

16 10. Prior to the filing of this action, I and other attorneys at my firm expended time
17 and effort in investigating and researching Plaintiffs' potential Labor Code claims and preparing
18 this case for litigation. Pursuant to Labor Code § 2699.3's exhaustion requirements, on
19 Plaintiff's behalf, my firm drafted and provided written notice of each Plaintiff's PAGA claims
20 to the LWDA and Defendant. After receiving no response from the LWDA in the statutory
21 period, I and other attorneys at my firm drafted and filed the operative complaint.

22 11. On Plaintiff's behalf, my firm drafted and served written class discovery on
23 Defendant. My office also drafted responses to Defendant's written discovery.

24 12. After the Parties exchanged written discovery, my office engaged in discussions
25 with Defense Counsel regarding potential settlement and the Parties agreed to mediate. In
26 preparation, the Parties agreed to exchange relevant information and documents informally. My
27 office drafted and sent a detailed mediation information request to Defense Counsel. My office
28 reviewed and analyzed information and documents that Defendant provided, including

documents and information relevant to the claims alleged in the operative complaint, such as timekeeping and payroll records and the number aggrieved employees and total pay periods at issue. The information and documents were sufficient to assess Defendant's off-the-clock and travel time pay, meal period, rest break, termination pay, other pay and wage statement practices and to tabulate the total number of pay periods at issue and identify the approximate total number of individuals falling within the definition of the PAGA Group during the PAGA Release Period.

13. Armed with the information obtained from informal discovery, the Parties participated in a formal mediation session with Deborah Crandall Saxe, Esq., on April 9, 2024, during which we engaged in arm's length negotiations with Defense Counsel. At the mediation, the Parties were able to reach a tentative settlement and agreed to settle the entire action, subject to approval by the Court. Our experience in litigating similar representative PAGA actions based on wage and hour claims, the degree of investigation that we conducted, and the amount of data obtained from Defendant made it possible for us to determine the potential value and evaluate the strength of the PAGA claims when negotiating the settlement

14. Following the mediation, I drafted and finalized the detailed Settlement Agreement. All terms of the Parties' settlement are set forth in the Settlement Agreement, which is **Exhibit 1**.

15. Concurrently with the submission of the Settlement Agreement to the Court, Plaintiff is submitting the settlement to the LWDA as required by Labor Code § 2699(1)(2). Robert Spencer, an attorney at Keller Grover LLP, has submitted a declaration confirming the submission to the LWDA.

16. After the mediation, I and attorneys at my firm have spent time negotiating and drafting the Settlement Agreement, drafting the motion for approval of the PAGA settlement, and drafting the motion seeking an award of attorneys' fees and costs, settlement administration fees and Plaintiff's enhancement award. I have also spent time communicating with Defense Counsel and the Parties' selected Settlement Administrator regarding settlement administration issues. Further, I expect my office spend additional time working with the Settlement

1 Administrator, speaking with PAGA Group members, finalizing and filing this motion, and
2 preparing for and attending the hearing.

3 **Plaintiff's Counsel's Assessment of the Settlement's Fairness:**

4 17. Based on my years of experience and my own independent investigation and
5 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
6 the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the
7 LWDA and the PAGA Group in light of all known facts and circumstances, controlling case law,
8 and the expenses and risks inherent in litigation.

9 18. The Settlement Agreement defines the PAGA Group as "All persons within the
10 State of California who are or were employed by Defendant in the State of California as hourly
11 or non-exempt employees at any time within the PAGA Release Period. The "PAGA Release
12 Period" is defined as the period from and including August 16, 2021 through April 9, 2024,
13 inclusive. Defendant has identified approximately 1,210 PAGA Group members who worked
14 approximately 50,637 pay periods during the PAGA Release Period.

15 19. The Parties have selected Simpluris, Inc. to serve as Settlement Administrator and
16 expect the settlement administration to cost no more than \$7,500.

17 20. The Settlement Agreement achieves a substantial benefit for the LWDA and the
18 PAGA Group members. The Settlement Agreement provides that, to settle this matter, Defendant
19 will pay a total of \$500,000 (the "Settlement Amount"). If all requests are approved, the
20 estimated total sum available for payment of PAGA penalties is calculated by deducting up to
21 \$166,667 for the payment of Plaintiff's Counsel's fees and \$15,721.16 in actual litigation costs, a
22 \$7,500 enhancement payment to the PAGA Representative Plaintiff, and administration costs of
23 \$7,500 from the \$500,00 Settlement Amount, leaving \$302,611.84 (the "Net Settlement
24 Amount") to be distributed to the LWDA and the PAGA Group members. As required by Labor
25 Code § 2699(i), the Settlement Agreement provides that 75% of the Net Settlement Amount
26 (\$226,958.88) will be paid to the LWDA and 25% (\$75,652.96) will be paid to the PAGA Group
27 (*i.e.*, the aggrieved employees).

28 21. Pursuant Labor Code § 2699(i), the approximately \$226,958.88 to be paid to the

1 LWDA will be used for education and enforcement purposes.

2 22. PAGA Group members do not need to submit a claim to receive a settlement
3 payment. The PAGA Group members will divide their portion based on the formula set forth in
4 the Settlement Agreement, which, in summary, provides that the portion of the Net Settlement
5 Amount to be distributed to the PAGA Group shall divided by the total number of full pay
6 periods, with partial pay periods rounded up to the next whole number, as determined by
7 Defendant's records, for all times during the PAGA Release Period which the PAGA Group
8 worked for Defendant. This amount shall be known as the "Pay Period Value." Each member of
9 the PAGA Group shall be paid an amount equal to the number of individual pay periods he or
10 she worked for Defendant during the PAGA Release Period multiplied by the Pay Period Value.
11 On average, each PAGA Group member will receive approximately \$62.52 ($\$75,652.96/1,210 =$
12 $\$62.52$).

13 23. The Settlement Agreement provides that, if the actual number of pay periods that
14 PAGA Group members worked during the PAGA Release Period exceeds the estimated 50,637
15 by more than 5%, Defendant may elect to either (1) end the PAGA Release Period on the date
16 that the number of pay periods worked by PAGA Group members reach the 5% increase or (2)
17 increase the Settlement Amount on a proportional basis, e.g., if there was a 6% increase in the
18 number of pay periods over 50,637, Defendant will increase the Settlement Amount by 6%.

19 24. The settlement provides that Simpluris will send notice of the settlement to the
20 PAGA Group (*see Exhibit 1*, Settlement Agreement Exhibit A), even though notice is not
21 required in settlements of PAGA actions and aggrieved employees are not entitled to opt out of
22 the settlement.² The settlement requires Defendant to provide Simpluris with the following
23 information for each PAGA Group member: name, last known home address, number of pay
24 periods that the PAGA Group member worked, and social security number (collectively referred
25 to as the "PAGA List") no later than no later than 21 calendar days after the Effective Date.

26
27 ² See e.g., *Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 ("PAGA has no notice
28 requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA
action."); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

1 After updating the PAGA List, the Settlement Administrator will mail the Notice and the
2 Individual Settlement Payment check to each member of the PAGA Group no later than 28
3 calendar days after the Settlement Administrator receives the Settlement Amount.

4 25. Under the settlement terms, for any Individual Settlement Payment check that is
5 returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the
6 PAGA Group member by performing an additional skip-trace and shall remail the Individual
7 Settlement Payment check. If the Settlement Administrator is unable to obtain a valid mailing
8 address for a returned check through this process, after the check void date, the Settlement
9 Administrator will send the monies represented by the check to the LWDA.

10 26. The funds represented by settlement checks that remain uncashed 180 days after
11 issuance will be remitted to the LWDA.

12 27. I am of the opinion that the Settlement and its distribution of approximately
13 \$226,958.22 to the LWDA and \$75,652.96 to the PAGA Group is fair, reasonable, and adequate,
14 given the inherent risk of continued litigation and the costs of pursuing such litigation.

15 28. The fairness, reasonableness, and adequacy of the settlement is demonstrated by
16 the significant uncertainty and risks that Plaintiff will be unable to ultimately prevail on the
17 merits. Defendant adamantly disputes that its practices regarding pay, meal period, rest break,
18 wage statement and expense reimbursement practices violated any Labor Code provisions. If
19 Defendant succeeded in any of its defenses, recovery for the LWDA and the PAGA Group will
20 be significantly reduced or even eliminated.

21 29. Defendant has argued that, even if the Plaintiff succeeds on the merits, it will be
22 able to convince the Court to reduce the amount of PAGA penalties awarded, which Plaintiff
23 recognizes is a substantial risk as courts have authority to set PAGA penalty amounts under
24 Labor Code § 2699(e)(2). Labor Code § 2699(e)(2) provides that the court sets the amount of
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PAGA penalties after trial. In setting the penalties to be assessed, court have wide latitude.³ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No.

³ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104, vacated in part, reversed in part on other grounds and remanded by (9th Cir. 2021) 999 F.3d 668, (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);

- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.*, *supra*, 384 F. Supp. 3d at 1073, 1080, 1101, 1103-04, 1111, (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

Plaintiff's Enhancement Award:

30. It is appropriate to recognize the contributions of the PAGA representative Plaintiff in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Prior receive a \$7,500 service award. Plaintiff was an essential element in the successful prosecution and ultimate settlement of this PAGA case and has always made herself available during this litigation to provide evidence and other information important to the prosecution.

31. The proposed enhancement award is fair given the amount of time and effort Plaintiff spent assisting in the prosecution of this case and the personal hardship and pressure faced because of filing this lawsuit against her former employer. If the Court approves the settlement, Plaintiff's work bringing this representative PAGA action will result in substantial monetary benefits for the LWDA and the PAGA Group. The Plaintiff has provided a declaration outlining her efforts on behalf of the LWDA and the PAGA Group.

Plaintiff's Counsel's Fee and Costs Request:

32. Labor Code § 2699(g)(1) provides for reasonable attorneys' fees and costs in a PAGA action. Plaintiff's Counsel is seeking a total award of \$166,667 in fees and \$15,721.16 in out-of-pocket costs from the Settlement Amount that Defendant is required to pay to settle this action. The amount sought is reasonable because it is within the range for fee awards in similar wage and hour-related settlements and considering the risks Plaintiff's Counsel undertook in accepting this case given its contingent nature, the quality of the representation provided to the LWDA and PAGA Group, the results achieved, and the preclusion of other employment, as discussed below.

33. The fee request also is supported by a lodestar cross-check. As discussed further below, the combined lodestar of Keller Grover LLP is approximately \$97,875.

34. Through July 9, 2024, attorneys at Keller Grover LLP have spent over 110 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate this case. Plaintiff's Counsel expects to spend at least another 10 hours finalizing this motion, attending the approval hearing, and dealing with settlement administration issues. A bullet-point summary of some of the necessary tasks engaged in by Keller Grover LLP is below:

- Interviewed Plaintiff and reviewed documents and researched her potential claims.
- Researched and drafted the LWDA exhaustion letter.
- Researched and drafted the complaint.
- Propounded written discovery.
- Reviewed Defendant's discovery responses.
- Review Defendant's written discovery.
- Assisted Plaintiffs in drafting her responses to Defendant's written discovery.
- Worked with Defense Counsel to obtain data for the mediation.
- Prepared a mediation brief and related materials.
- Reviewed materials provided by Defendant in connection with the mediation.
- Engaged in substantial mediation preparation.

- Attended the mediation session.
- Drafted the Settlement Agreement and related exhibits.
- Engaged with Defense Counsel in detailed discussions regarding the terms of the Settlement Agreement and related exhibits.
- Drafted the motion for approval and motion for award of fees and costs.

35. The following chart summarizes the hours expended by Plaintiff's Counsel at Keller Grover LLP in connection with this litigation through July 9, 2024:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁴	BILLING
Eric A. Grover	Partner	1988	\$1000	35	\$35,000
Elizabeth Acevedo	Sr. Associate	2003	\$725	65	\$47,000
Robert Spencer	Sr. Associate	2005	\$725	10	\$7,250
Total Lodestar:					\$89,250

36. The rates used to calculate our attorneys' fees in this case are our 2024 rates. Keller Grover LLP's partners periodically establish hourly rates for all billable personnel in the firm. Keller Grover LLP's partners set the rates based on their regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, they obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. Keller Grover LLP's partners set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of

⁴ In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated.

1 the spectrum despite our belief that our work product and efficiency and general quality of
2 representation is at the upper end of that continuum.

3 37. My reasonable hourly rate for this matter is \$1,000 per hour. This rate is based on
4 my 34 years of experience and substantial involvement in class actions, including serving as lead
5 or co-lead counsel in scores of employment, consumer, data breach, and privacy class and
6 representative actions. *See also*, ¶¶ 2-4.

7 38. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern
8 California Gould School of Law and, throughout her career, has represented plaintiffs in
9 employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller
10 Grover for approximately 12 years through 2019 and continued to work for the firm in an Of
11 Counsel capacity until she recently to the firm in 2021. Ms. Acevedo's current reasonable
12 hourly rate is \$725.

13 39. Robert Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los
14 Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in
15 representing plaintiffs in consumer, privacy, and employment class and representative actions.
16 Mr. Spencer's current reasonable hourly rate is \$725.

17 40. The lodestar of Keller Grover LLP through July 9, 2024 is \$89,250. Keller
18 Grover expects to incur another \$8,625 in fees for a total final lodestar of \$97,875, an amount
19 that represents a modest 1.70 multiplier.

20 41. Plaintiff's Counsel's expertise representing California employees in
21 representative and class actions was crucial to negotiating a settlement with Defendant and
22 obtaining a good monetary result for the PAGA Group and the State. Also, Plaintiff's Counsel
23 undertook the risk of litigating this case on a contingency basis. Plaintiffs' Counsel has financed
24 the litigation and was prepared to continue to do so through trial and any subsequent appeals.

25 42. Contingent Nature of Case and Risk to Counsel: This case was taken on a
26 contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type
27 of litigation can be quite a burden.
28

43. Even with Plaintiff's Counsel's extensive experience litigating wage and hour cases, prosecuting these cases still carries a considerable amount of risk. This case involved significant uncertainty and risk in ultimately not prevailing on the merits. Defendant disputes Plaintiff's ability to prove that it violated the Labor Code provisions underlying her PAGA claims and raised what it considers to be substantial defenses to the PAGA claims. Also, even if Plaintiff prevailed on the merits, Labor Code § 2699(e)(2) allows the Court to award penalties of less than the maximum set forth in the statute. Continued litigation of this action presents significant risks that this action could result in a lower recovery or no recovery at all.

44. Quality of Representation and Results Achieved: The nature of class and representative action work and the expertise of the attorneys at Keller Grover also justify the fees requested. I and the attorneys who worked on this case have expertise in representing employees in similar representative and class actions based on wage and hour violations and have provided the LWDA and PAGA Group with an exceptional quality of representation.

45. Because of that experience, we were able to resolve the action fairly and obtain significant monetary benefits to the LWDA and reasonable monetary benefits to the PAGA Group members. The Settlement Agreement benefits the State by providing that approximately \$226,958.22 will be paid to California's LWDA. PAGA Group members also each will receive, on average, an Individual Settlement Payment of \$62.52. The success achieved by the settlement supports the fee request.

46. Preclusion of Other Work: A practice like ours can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had we not reached a settlement with Defendant, the demands of continuing to litigate this case through trial would have required a significant portion of our resources. Thus, we were precluded from taking other cases due to the demands of this case.

Plaintiff's Counsel's Costs:

47. Keller Grover LLP's costs to date are \$15,421.16 and include filing fees, legal research fees, consultant fees, mediation fees, service fees, printing costs, and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to

1 incur additional costs of approximately \$300 through the rest of the case, including additional
2 filing fees, service fees, and mailing costs. A true and correct copy of an itemized list of costs
3 incurred by Keller Grover to date in this action is attached hereto as **Exhibit 4**.

4 48. Plaintiff's Counsel therefore is seeking the Court's approval of \$15,721.16 in
5 costs.

6 49. Thus, Plaintiff's Counsel is seeking \$166,667 in attorneys' fees and \$15,721.16 in
7 costs, for a total of \$182,388.16.

8 I declare under penalty of perjury under the laws of the State of California and the United
9 States that the foregoing is true and correct, and that this Declaration was executed on this 19th
10 day of July, 2024 at San Francisco, California.

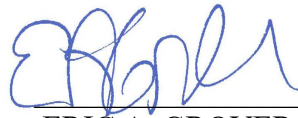
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12 ERIC A. GROVER
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EXHIBIT 1

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Attorneys for Defendant
ADVENTIST HEALTH CLEARLAKE HOSPITAL, INC.

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LAKE

ANDREA PRIOR, on behalf of herself and
all aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: CV-423216

**LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT**

Complaint Filed: October 21, 2022
Trial Date: TBD

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Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant
ADVENTIST HEALTH CLEARLAKE HOSPITAL, INC.

1 This Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement
2 Agreement (“Settlement Agreement”) is made by and between ANDREA PRIOR (“Plaintiff”),
3 on her own behalf and on behalf of all members of the PAGA Group (as defined below) and the
4 State of California, on the one hand, and ADVENTIST HEALTH CLEARLAKE HOSPITAL,
5 INC. (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Prior v.*
6 *Adventist Health Clearlake Hospital, Inc.*, filed in Lake County Superior Court, Case No. CV-
7 42316. This Settlement Agreement resolves all claims under the California Labor Code Private
8 Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, based on or arising out
9 of alleged violations of the Labor Code, including all claims that were or could have been alleged
10 based on the factual allegations and identified Labor Code sections in the LWDA Letter and/or
11 the operative pleading for the Litigation (defined below).

12 **I. DEFINITIONS**

13 **A. Administrative Costs.** The term “Administrative Costs” as used herein means
14 all administrative costs of settlement, including cost of notice to the PAGA Group,
15 administration, and any fees and costs incurred or charged by the Settlement Administrator in
16 connection with the execution of its duties under this Settlement Agreement.

17 **B. Agreement or Settlement Agreement.** The terms “Agreement” or “Settlement
18 Agreement” are used synonymously herein to mean this Labor Code Private Attorneys General
19 Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement.

20 **C. Court.** The term “Court” as used herein means the Superior Court of the State
21 of California for the County of Lake.

22 **D. Defendant.** The term “Defendant” as used herein means Adventist Health
23 Clearlake Hospital, Inc.

24 **E. Defendant’s Counsel.** The term “Defendant’s Counsel” as used herein means
25 Seyfarth Shaw LLP.

26 **F. Effective Date.** This Agreement shall become effective when all of the following
27 events have occurred (“Effective Date”): (i) the long-form Settlement Agreement has been
28 executed by Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel; (ii) Notice of

1 the Settlement has been sent to the LWDA; (iii) the Court has given approval to the Settlement;
2 (iv) the Court has entered the Court's Final Order and Judgment; and (v) the later of the following
3 events: (a) when the period for filing any appeal, writ, or other appellate proceeding opposing
4 approval of the settlement and judgment has elapsed without any appeal, writ, or other appellate
5 proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing
6 the settlement has been dismissed finally and conclusively with no right to pursue further
7 remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the
8 Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court
9 declines to approve the Settlement, the Parties will work in good faith to address the Court's
10 concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the
11 Settlement Agreement, the Court declines to approve the settlement, the entire Settlement
12 Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached.

13 **G. Individual Settlement Payment.** The term "Individual Settlement Payment" as
14 used herein means the pro rata payment that each member of the PAGA Group will receive as
15 his or her share of the Net Settlement Amount. The portion of the Net Settlement Amount to be
16 distributed to the PAGA Group (*i.e.*, 25% of the Net Settlement Amount) shall be divided by the
17 total number of full pay periods which the PAGA Group worked for Defendant during the PAGA
18 Release Period, with partial pay periods rounded up to the next whole number and as determined
19 by Defendant's records. This amount shall be known as the "Pay Period Value." Each member
20 of the PAGA Group shall be paid an amount equal to the number of individual pay periods he or
21 she worked for Defendant during the PAGA Release Period multiplied by the Pay Period Value.
22 Defendant represents that, based on a reasonable investigation of its records, the total number of
23 full pay periods worked by individuals in the PAGA Group, including Plaintiff, does not exceed
24 50,637. If the actual number of pay periods worked by individuals in the PAGA Group between
25 August 16, 2021 and April 9, 2024, inclusive, exceeds this estimate by more than 5% (*i.e.*, the
26 total number of pay periods exceeds 52,169), then Defendant may elect to either (1) end the
27 PAGA Release Period on the date that the number of pay periods worked by individuals in the
28 PAGA Group reaches 52,169, or (2) increase the Settlement Amount on a proportional basis

1 (i.e., if there was a 5% increase in the number of pay periods over 52,169, Defendant will
2 increase the Settlement Amount by 5%).

3 **H. Litigation.** The term “Litigation” as used herein means the action entitled *Prior*
4 *v. Adventist Health Clearlake Hospital, Inc.*, filed in Lake County Superior Court, Case No. CV-
5 42316.

6 **I. LWDA Payment.** The term “LWDA Payment” as used herein means the
7 seventy-five percent (75%) of the Net Settlement Amount payable to the California Labor and
8 Workforce Development Agency (“LWDA”).

9 **J. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
10 means the Settlement Amount minus any award of attorneys’ fees and litigation costs to
11 Plaintiff’s Counsel, Administrative Costs, and Plaintiff’s enhancement award. Pursuant to the
12 statutory requirements of PAGA, seventy-five percent (75%) of the Net Settlement Amount will
13 be paid to the LWDA and twenty-five percent (25%) of the Net Settlement Amount will be paid
14 to the PAGA Group based on the distribution formula set forth in this Agreement.

15 **K. PAGA Group.** The PAGA Group is defined as: All persons within the State of
16 California who are or were employed by Defendant in the State of California as hourly or non-
17 exempt employees at any time within the PAGA Release Period. Defendant represents that,
18 based on a reasonable investigation of its records, the total number of individuals in the PAGA
19 Group, including Plaintiff, does not exceed 1,210.

20 **L. PAGA Release Period.** Except as provided herein, the term “PAGA Release
21 Period” shall refer to the period from and including August 16, 2021 through April 9, 2024,
22 inclusive. If the actual pay periods for the period from and including August 16, 2021 through
23 April 9, 2024, inclusive, exceeds 52,169 and Defendant elects, under Section II.G, to end the
24 PAGA Release Period on the date that the number of pay periods worked by individuals in the
25 PAGA Group reaches 52,169, the end date of the PAGA Release Period will be commensurate
26 with that earlier date.

27 **M. Plaintiff.** The term “Plaintiff” as used herein means Andrea Prior.

28 **N. Plaintiff’s Counsel.** The term “Plaintiff’s Counsel” as used herein means Keller

1 Grover LLP.

2 **O. Settlement Administrator.** The term “Settlement Administrator” as used herein
3 means Simpluris, Inc., which will be responsible for the administration of the settlement
4 embodied in this Agreement and all related matters.

5 **P. Settlement Amount.** Except as provided herein, the term “Settlement Amount”
6 means a fund in the sum of \$500,000.00 which shall be paid by Defendant. The Settlement
7 Amount shall cover, resolve, and fully satisfy the Administrative Costs and all amounts owed to
8 Plaintiff, the PAGA Group, the LWDA, and Plaintiff’s Counsel, including all amounts allocated
9 to attorneys’ fees and litigation costs. Except in the event the actual pay periods for the PAGA
10 Release Period exceed 52,169 and Defendant elects to increase the Settlement Amount as
11 specified in Section II.G., Defendant shall not be required to pay more than the Settlement
12 Amount.

13 **II. BACKGROUND**

14 **A.** On October 21, 2022, Plaintiff filed her Complaint in Lake County Superior Court
15 against Defendant for penalties pursuant to Labor Code § 2699(f) for alleged violations and
16 penalties under Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1194.2,
17 1197, 1197.1, 1198, 1199, and 2802. After engaging in written discovery, counsel for the Parties
18 met and conferred with respect to the potential settlement of the Litigation. Pursuant to these
19 discussions, the Parties agreed to exchange additional informal discovery and engage in private
20 mediation. The Parties subsequently exchanged additional informal discovery, including
21 information and documentation concerning the claims set forth in the Litigation and information
22 regarding the number of PAGA Group members and the total pay periods worked by the PAGA
23 Group during the PAGA Release Period.

24 **B.** Plaintiff, Defendant, and their respective counsel have engaged in good faith,
25 arms-length negotiations. On April 9, 2024, the Parties participated in a mediation with Deborah
26 Crandall Saxe, Esq., which resulted in reaching a resolution of this matter. The Parties have now
27 entered into a more detailed, formalized Settlement Agreement for submission to the Court for
28 approval.

1 C. Plaintiff's counsel has conducted an investigation of the law and facts relating to
2 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
3 issues involved, the expense and time necessary to pursue the Litigation through trial and any
4 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
5 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
6 the Plaintiff, the State of California, and the members of the PAGA Group pursuant to this
7 Agreement, and that a settlement with Defendant on the terms and conditions set forth herein is
8 fair, reasonable, adequate, and in the best interests of the State of California and the PAGA
9 Group. Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to
10 settle the Litigation with Defendant on the terms set forth herein.

11 D. Defendant has concluded that, because of the substantial expense of defending
12 against the Litigation, the length of time necessary to resolve the issues presented herein, the
13 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
14 interests to accept the terms of this Agreement. Defendant denies each of the allegations and
15 claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle
16 the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing
17 litigation, and for the purpose of putting to rest the controversies engendered by the Litigation.

18 E. This Agreement is intended to and does effectuate the full, final, and complete
19 resolution of all allegations and claims under the California Labor Code Private Attorneys
20 General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, based on or arising out of alleged
21 violations of the Labor Code including all claims that were and/or could have been alleged based
22 on the factual allegations and identified Labor Code sections in the in the LWDA Letter and/or
23 the operative pleading for the Litigation.

24 **III. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
26 Litigation includes claims that, while Defendant denies in their entirety, would, if proven,
27 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
28 approval of this Agreement, pursuant to California Code of Civil Procedure § 664.6 the Court

1 shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and
2 enforcing this Agreement consistent with the terms set forth herein, and the Parties and their
3 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
4 enforcing this Agreement and all orders and judgments entered in connection therewith.

5 **IV. STATEMENT OF NO ADMISSION**

6 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
7 cause of action. This Agreement does not constitute, and is not intended to constitute, an
8 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
9 made against it in the LWDA Letter and/or the Litigation.

10 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
11 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
12 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
13 to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible
14 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
15 or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
16 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
17 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
18 case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
19 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
20 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
21 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
22 the Court that has as its purpose the interpretation, implementation, or enforcement of this
23 Agreement, or any orders or judgments of the Court entered in connection with the settlement.

24 C. None of the documents produced or created by Plaintiff or her counsel in
25 connection with the approval of this settlement or administration of this settlement constitute,
26 and are not intended to constitute, an admission by Defendant of any violation of any federal,
27 state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or
28 duty at law or in equity.

1 D. Nothing in this Agreement will be construed as an admission or
2 acknowledgement of any kind that any group should or would be given collective or
3 representative treatment in the Litigation or in any other action or proceeding. Further, neither
4 this Agreement nor the Court's actions regarding this Agreement will be admissible in any court
5 or other tribunal regarding the propriety of collective or representative treatment. In the event
6 that this Agreement is not approved by the Court or any appellate court, is terminated, or
7 otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected
8 in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed
9 to have waived, limited, or affected in any way any of their objections or defenses in the
10 Litigation.

11 **V. RELEASE**

12 **A. Scope of PAGA Release.**

13 Upon approval of this settlement by the Court, Plaintiff, individually and as a
14 representative acting as a proxy or agent of the LWDA, a State of California Executive Branch
15 Agency, in this Litigation, agrees to release Defendant and Defendant's partners, parents,
16 subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the "Released Parties"), of
17 and from any and all claims under the California Labor Code Private Attorneys General Act of
18 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, that were or could have been alleged based on the
19 factual allegations and identified Labor Code sections in the LWDA Letter and/or operative
20 pleading for the Litigation, including, but not limited to, any claim for failure to pay wages
21 (including minimum wage and overtime), claims regarding failure to pay for off-the-clock work,
22 including but not limited to time spent in health and/or security-related screenings, engaging in
23 pre- or post-shift activities, responding to work-related inquiries off-the-clock, reducing time
24 actually worked in Defendant's timekeeping system, and/or deducting time for meal periods that
25 were not actually taken, failure to pay wages at the appropriate or proper rate of pay, failure to
26 timely pay wages during employment, failure to timely pay wages upon separation of
27 employment, failure to provide meal periods including first and subsequent meal periods, short,
28 late, and/or interrupted meal periods, failure to pay meal period premium payments including

1 failure to pay meal period premiums at the proper rate of pay, failure to authorize and permit rest
2 periods including first and subsequent rest periods, short, late, and/or interrupted rest periods,
3 failure to pay rest period premium payments including failure to pay rest period premium
4 payments at the proper rate of pay, failure to issue accurate wage statements, and/or failure to
5 reimburse business expenses. This Release shall include all claims and theories arising under
6 California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1194.2,
7 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission
8 (“IWC”) Wage Orders during the PAGA Release Period (the “Released Claims”). The Parties
9 further agree to release all claims for costs, fees, and interest related to the Released Claims. The
10 Parties further agree that this Agreement and judgment to be entered by the Court following
11 approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other
12 proxy or agent, from any future prosecution of any of the Released Claims against any of the
13 Released Parties.

14 **B. General Release by Plaintiff Only.**

15 In addition to the release in Section V.A, in exchange for the consideration set forth in
16 this Agreement, Plaintiff makes the additional following general release of all claims, known or
17 unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights,
18 liabilities, and causes of action of every nature and description whatsoever, known or unknown,
19 asserted or that might have been asserted, whether in tort, contract, or for violation of any state
20 or federal statute, rule, regulation, or ordinance including but not limited to those arising out of,
21 relating to, or in connection with Plaintiff’s employment with Defendant through the date of this
22 Agreement as well as any and all acts or omissions by or on the part of Defendant through the
23 date of this Agreement. (The release set forth in this Paragraph shall be referred to hereinafter
24 as the “Plaintiff’s General Release.”) With respect to the Plaintiff’s General Release, the Plaintiff
25 stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
26 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits
27 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
28 law, which provides:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
2 **THAT THE CREDITOR OR RELEASING PARTY DOES**
3 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
4 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 WITH THE DEBTOR OR RELEASED PARTY.

5 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this settlement are
6 found hereafter to be other than or different from the facts now believed to be true, the release of
7 claims contained in the Plaintiff's General Release shall be effective as to all unknown claims.

8 However, specifically excluded from this general release of claims by Plaintiff relating
9 to workers' compensation, unemployment insurance, or any other claims that cannot be waived
10 by law.

11 **VI. SETTLEMENT ADMINISTRATOR**

12 Plaintiff and Defendant, through their respective counsel, have selected Simpluris, Inc.
13 as the Settlement Administrator to administer the settlement, which includes but is not limited
14 to distributing and responding to inquiries about the Notice of Settlement and calculating all
15 amounts to be paid from the Settlement Amount, including the Individual Settlement Payments.
16 The Administrative Costs are estimated to be no more than \$7,500.00 and will be paid from the
17 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
18 allocated \$7,500.00 will come from the Settlement Amount and will be subject to approval by
19 the Court. If the actual Administrative Costs are less than the Parties' estimation, the difference
20 between the actual and estimated Administrative Costs will be included in the Net Settlement
21 Amount.

22 **VII. NOTICE**

23 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice
24 of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A"** which in substance will
25 be provided to the members of the PAGA Group as follows:

26 As soon as practicable following approval of the settlement, but no later than 21 calendar
27 days after the Effective Date, Defendant will provide to the Settlement Administrator the
28 following information about each PAGA Group member: (1) name; (2) last known home

1 address; (3) number of pay periods as a PAGA Group member during the PAGA Release Period;
2 and (4) social security number (collectively referred to as the "PAGA List"). To protect the
3 PAGA Group's rights to privacy, the Administrator must maintain the PAGA List in confidence,
4 use the PAGA List only for purposes of this Settlement and for no other purpose, and restrict
5 access to the PAGA List to Administrator employees who need access to the PAGA List to effect
6 and perform under this Agreement.

7 The Settlement Administrator shall run all the addresses provided through the United
8 States Postal Service NCOA database, which provides updated addresses for any individual who
9 has moved in the previous four years and who has notified the U.S. Postal Service of a forwarding
10 address, to obtain current address information. Within 28 calendar days after the Settlement
11 Administrator's receipt of the Settlement Amount, the Settlement Administrator will mail the
12 Notice together with the Individual Settlement Payments to all PAGA Group members by first-
13 class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice
14 and return all undeliverable Notices to the Settlement Administrator. If a check is returned to
15 the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly
16 attempt to obtain a valid mailing address by performing a skip trace search and, if another address
17 is identified, shall mail the check to the newly identified address. If the Settlement Administrator
18 is unable to obtain a valid mailing address through this process, after the check void date, the
19 monies represented by the check shall be sent to the LWDA.

20 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

21 **A. Distribution**

22 The portion of the Net Settlement Amount to be distributed to the PAGA Group (*i.e.*,
23 25% of the Net Settlement Amount) shall be divided by the total number of full pay periods
24 which the PAGA Group worked for Defendant during the PAGA Release Period, with partial
25 pay periods rounded up to the next whole number and as determined by Defendant's records.
26 This amount shall be known as the "Pay Period Value." Each member of the PAGA Group shall
27 be paid an amount equal to the number of individual pay periods he or she worked for Defendant
28 during the PAGA Release Period multiplied by the Pay Period Value.

1 The portion of the Net Settlement amount to be distributed to the LWDA (*i.e.*, 75% of
2 the Net Settlement Amount) shall be paid by the Administrator from the Gross Settlement
3 Amount to the LWDA within 28 calendar days after the Settlement Administrator's receipt of
4 the Settlement Amount.

5 **B. Funding of the Settlement Amount.**

6 The funding of the Settlement Amount by Defendant will be completed at one time with
7 funds provided to and escrowed by the Settlement Administrator. The Settlement Amount shall
8 be deposited with the Settlement Administrator by Defendant within 10 calendar days of the date
9 of the Effective Date.

10 If a PAGA Group member is deceased at the time of distribution, the Settlement
11 Administrator shall distribute the deceased PAGA Group member's Individual Settlement
12 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to
13 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA
14 Group member's estate and attempt to place the deceased PAGA Group member's payment in
15 escrow or similar disposition such that any competing heirs may take whatever action they wish
16 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
17 hereto may disclaim any further interest in or obligation in relation to such money.

18 Settlement checks will specifically indicate that they are void if not negotiated within
19 180 days of their issuance. Any settlement checks that remain uncashed 180 or more calendar
20 days after issuance by the Settlement Administrator shall be voided and the Settlement
21 Administrator will remit the entire amount of each PAGA Group member's uncashed Individual
22 Settlement Payment to the LWDA.

23 The Administrator shall promptly send a replacement check to any member of the PAGA
24 Group whose original check was lost or misplaced and which is requested by the PAGA Group
25 member prior to the void date.

26 **C. Time for Distribution of the Enhancements to Plaintiff, Attorneys' Fees and**
27 **Litigation Costs to Plaintiff's Counsel, the LWDA Payment and**
28 **Administrative Costs.**

1 The Settlement Administrator shall cause the Court approved enhancement to Plaintiff,
2 attorneys' fees and litigation costs awarded to Plaintiff's Counsel, and the LWDA Payment to
3 be paid within 28 days of the funding of the Settlement Amount. The Settlement Administrator
4 may pay itself the Court-approved administrative costs once the Individual Settlement Payments
5 have been mailed out.

6 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

7 The amounts paid under this Agreement do not represent a modification of any
8 previously credited hours of service under any employee benefit plan, policy, or bonus program
9 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
10 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
11 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
12 this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary,
13 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan,
14 policy or bonus program. Defendant retains the right to modify the language of its benefit plans,
15 policies, and bonus programs to effect this intent and to make clear that any amounts paid
16 pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any
17 similar measuring term as defined by applicable plans, policies, and bonus programs for purpose
18 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
19 benefits are not required by this Agreement.

20 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

21 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
22 Counsel shall not seek or receive an amount more than one-third of the Settlement Amount, for
23 all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation
24 and this Agreement. Additionally, Defendant shall not oppose an application by Plaintiff's
25 Counsel for reimbursement of all past and future litigation costs and expenses necessary to
26 prosecute, settle, and administer the Litigation and this Agreement, which Plaintiff's Counsel
27 estimates will not exceed \$25,000.00. Any attorneys' fees or litigation costs awarded to
28 Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the purpose

1 of determining the Net Settlement Amount, and the Administrator shall pay Plaintiff's Counsel
2 fee's and expenses and report the payments on one or more IRS 1099 forms. This amount shall
3 include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Plaintiff's
4 Counsel could claim in this Litigation under any legal theory whatsoever. Released Parties shall
5 have no liability to Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to
6 any portion of any fee and/or litigation costs award. Should the Court approve a lesser
7 percentage or amount of fees and/or litigation costs than the amount that Plaintiff's Counsel
8 seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount. The
9 award of fees and/or litigation costs to Plaintiff's Counsel is not a material term of this
10 Agreement and does not give rise to a basis to abrogate this Agreement.

11 **XI. ENHANCEMENTS TO PLAINTIFF**

12 Defendant shall not oppose an application by Plaintiff to seek or receive an amount not
13 to exceed \$7,500.00 for her participation in and assistance with the Litigation. Any enhancement
14 awarded to Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose
15 of determining the Net Settlement Amount, and shall be reported on IRS Form 1099-misc. If
16 the Court approves an enhancement of less than \$7,500.00, then the unapproved portion shall
17 revert into the Net Settlement Amount. The award of an enhancement payment to Plaintiff is
18 not a material term of this Agreement and does not give rise to a basis to abrogate this Agreement.

19 **XII. TAXATION AND ALLOCATION**

20 For withholding tax characterization purposes and payment of taxes, the Net Settlement
21 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):
22 100% as penalties.

23 PAGA Group members may receive an IRS Form 1099 for their portion of the settlement,
24 if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

25 **XIII. COURT APPROVAL**

26 Plaintiff's Counsel will prepare and deliver to Defense Counsel all documents necessary
27 for obtaining approval of this Settlement under Labor Code § 2699 (f)(2) including (i) a draft
28 proposed Order Granting Approval of PAGA Settlement; ; and (ii) a signed declaration from

1 Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code § 2699.3 (a)), operative Complaint (Labor
3 Code § 2699 (1)(1)), this Agreement (Labor Code § 2699 (1)(2)).

4 This Agreement is contingent upon approval by the Court. Plaintiff and Defendant agree
5 to take all steps as may be reasonably necessary to secure approval of this Agreement, to the
6 extent not inconsistent with the terms of this Agreement.

7 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR**

8 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
9 apprised of all distributions from the Settlement Amount. Upon completion of administration of
10 the Settlement, the Settlement Administrator shall provide written certification of such
11 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall
12 provide to Defendant's Counsel only a final accounting, including the names of payees and the
13 amounts of the Individual Settlement Payments. The Settlement Administrator shall also provide
14 to Plaintiff's Counsel a final accounting that uses anonymized employee numbers instead of
15 names and includes the amounts of the Individual Settlement Payments.

16 **XV. MISCELLANEOUS PROVISIONS**

17 **A. Stay of Litigation.**

18 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
19 approval of this Agreement by the Court.

20 **B. Interpretation of the Agreement.**

21 This Agreement constitutes the entire agreement between Plaintiff and Defendant.
22 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
23 other written or oral representations or terms, and no such extrinsic oral or written
24 representations or terms shall modify, vary, or contradict its terms. In entering into this
25 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
26 may not be varied or contradicted by extrinsic evidence. This Agreement will be interpreted and
27 enforced under the laws of the State of California, both in its procedural and substantive aspects,
28 without regard to its conflict of law's provisions. Any claim arising out of or relating to this

1 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
2 Court of the State of California for the County of Lake, and Plaintiff and Defendant hereby
3 consent to the personal jurisdiction of the Court over them solely in connection therewith.
4 Plaintiff, on her own behalf and on behalf of the PAGA Group and the State of California, and
5 Defendant participated in the negotiation and drafting of this Agreement and had available to
6 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
7 may claim that any ambiguity in this Agreement should be construed against the other.

8 The terms and conditions of this Agreement constitute the exclusive and final
9 understanding and expression of all agreements between Plaintiff and Defendant with respect to
10 the resolution of the Litigation. This Agreement may be modified only by a writing signed by
11 counsel for all Parties or their successors-in-interest.

12 **C. Further Cooperation.**

13 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
14 and execute all documents, to seek approval of this Agreement from the Court, and to do all
15 things reasonably necessary or convenient to consummate this Agreement as expeditiously as
16 possible.

17 **D. Counterparts.**

18 This Agreement may be executed in one or more actual or non-original counterparts, all
19 of which will be considered one and the same instrument and all of which will be considered
20 duplicate originals.

21 **F. Authority.**

22 Each individual signing below warrants that he or she has the authority to execute this
23 Agreement on behalf of the party for whom or which that individual signs.

24 **G. No Third-Party Beneficiaries.**

25 Plaintiff, members of the PAGA Group, the State of California, Defendant and Released
26 Parties are direct beneficiaries of this Agreement. The Parties are not aware of any third-party
27 beneficiaries.

28 **H. Deadlines Falling on Weekends or Holidays.**

1 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
2 or legal holiday, that deadline shall be continued until the following business day.

3 **J. Severability.**

4 If any one or more of the provisions contained in this Agreement shall for any reason be
5 held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
6 unenforceability shall in no way effect any other provision.

7 **K. Defendant's Fees and Costs**

8 All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be
9 borne by Defendant.

10 **L. Waiver of Right to Appeal**

11 Provided the Court's judgment is consistent with the terms and conditions of this
12 Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment,
13 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
14 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
15 include any waiver of the right to oppose such motions, writs or appeals. If another party appeals
16 the judgment, the Parties' obligations to perform under this Agreement will be suspended until
17 such time as the appeal is finally resolved and the judgment becomes final.

18
19 **APPROVED AS TO CONTENT:**

20 6/28/2024

21 DATED: July __, 2024

DocuSigned by:

24A0EE8A6C9B4E3...
Andrea Prior

22
23
24
25 DATED: July __, 2024

**ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.**

26
27
28 By: _____

1 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
2 or legal holiday, that deadline shall be continued until the following business day.

3 **J. Severability.**

4 If any one or more of the provisions contained in this Agreement shall for any reason be
5 held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
6 unenforceability shall in no way effect any other provision.

7 **K. Defendant's Fees and Costs**

8 All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be
9 borne by Defendant.

10 **L. Waiver of Right to Appeal**

11 Provided the Court's judgment is consistent with the terms and conditions of this
12 Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment,
13 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
14 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
15 include any waiver of the right to oppose such motions, writs or appeals. If another party appeals
16 the judgment, the Parties' obligations to perform under this Agreement will be suspended until
17 such time as the appeal is finally resolved and the judgment becomes final.

18
19 **APPROVED AS TO CONTENT:**

20
21 DATED: July __, 2024

22 Andrea Prior

23
24
25 DATED: July __, 2024
26 07/03/2024

**ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.**

27 _____
28

By: Meredith Jobe

1 **APPROVED AS TO FORM:**

2
3 DATED: July 1, 2024

KELLER GROVER LLP

4
5 By: 

Eric A. Grover
Robert W. Spencer
Attorney for Plaintiff

6
7
8
9
10 DATE: July __, 2024

SEYFARTH SHAW LLP

11
12 By: _____

Kerry Friedrichs
Daniel Whang
Bailey K. Bifoss
Attorneys for Defendant

1 **APPROVED AS TO FORM:**

2
3 DATED: July __, 2024

KELLER GROVER LLP

4
5 By: _____
6 Eric A. Grover
7 Robert W. Spencer
8 Attorney for Plaintiff

9
10 DATE: July ⁰³__, 2024

SEYFARTH SHAW LLP

11 *Bailey Bifoss*
12 By: _____
13 Kerry Friedrichs
14 Daniel Whang
15 Bailey K. Bifoss
16 Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE**

ANDREA PRIOR, on behalf of herself and
aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-423216

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

You have been identified as an hourly or non-exempt employee who worked for Adventist Health Clearlake Hospital, Inc. (“Adventist” or “Defendant”) in California between April 16, 2021 and April 9, 2024, inclusive (“Covered Employee”).

On October 21, 2022, a complaint was filed in Lake County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Covered Employees were not paid for all hours worked, were not provided proper meal periods or rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner, were not reimbursed for business expenses, and worked off-the-clock without compensation.

Adventist denies all of Plaintiff’s allegations and disputes all of Plaintiff’s claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiff or Adventist is correct on the merits and, by agreeing to settle, Adventist does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. By law, 75% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 25% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of full pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendant’s records, worked by all Covered Employees between April 16, 2021 and April 9, 2024, inclusive. This amount shall be known as the “Pay Period Value.” Each Covered Employee shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between April 16, 2021 and April 9, 2024, inclusive. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment within 180 days, the check will be canceled and the funds will be sent to the State Labor and Workforce Development Agency.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency (“LWDA”), either directly or through any other proxy or agent:

Upon approval of this settlement by the Court, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Litigation, agrees to release Defendant and Defendant’s partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the “Released Parties”), of and from any and all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, that were or could have been alleged based on the factual allegations and identified Labor Code sections in the LWDA Letter and/or operative pleading for the Litigation, including, but not limited to, any claim for failure to pay wages (including minimum wage and overtime), claims regarding failure to pay for off-the-clock work, including but not limited to time spent in health and/or security-related screenings, engaging in pre- or post-shift activities, responding to work-related inquiries off-the-clock, reducing time actually worked in Defendant’s timekeeping system, and/or deducting time for meal periods that were not actually taken, failure to pay wages at the appropriate or proper rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide meal periods including first and subsequent meal periods, short, late, and/or interrupted meal periods, failure to pay meal period premium payments including failure to pay meal period premiums at the proper rate of pay, failure to authorize and permit rest periods including first and subsequent rest periods, short, late, and/or interrupted rest periods, failure to pay rest period premium payments including failure to pay rest period premium payments at the proper rate of pay, failure to issue accurate wage statements, and/or failure to reimburse business expenses. This Release shall include all claims and theories arising under California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission (“IWC”) Wage Orders during the PAGA Release Period (the “Released Claims”). The Parties further agree to release all claims for costs, fees, and interest related to the Released Claims. The Parties further agree that this Agreement and judgment to be entered by the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the Released Claims against any of the Released Parties.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at _____.

EXHIBIT 2

KELLER GROVER LLP

1965 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103
TELEPHONE: (415) 543-1305
FAX: (415) 543-7861

Robert Spencer, Esq.
rspencer@kellergrover.com

August 16, 2022

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Adventist Health Clearlake Hospital, Inc.

Dear Sir or Madam:

The undersigned represents Ms. Andrea Prior, a former employee of Adventist Health Clearlake Hospital, Inc. ("Adventist"), on behalf of aggrieved employees currently and formerly employed in the State of California by Adventist. The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Adventist operates a hospital in Clearlake, California. Ms. Prior worked for Adventist from approximately 2003 through December 7, 2021, and was promoted to the position Clinical Laboratory Scientist Assistant in 2020. She typically worked four days a week, 10 hours a day or more. She sometimes worked over 12 hours.

Adventist violated Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001 by failing to pay Ms. Prior and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked.

Adventist required Ms. Prior and other aggrieved employees to take COVID tests off-the-clock. These COVID tests took approximately 15 minutes and were performed off-the-clock prior to clocking in. In the case of Ms. Prior, she estimates that she had to take approximately five COVID tests within the potential PAGA liability period that were unpaid.

Further, Ms. Prior and other aggrieved employees were not paid for all of their time worked. Adventist management employees would change aggrieved employees' time records after they were entered. This includes reducing time actually worked in the timekeeping system as well as automatically deducting time for meal periods that were not actually taken. Additionally, Ms. Prior

typically clocked-in between 10-15 minutes prior to her shift and began working immediately and was not paid for this time.

Adventist also required Ms. Prior and other aggrieved employees to utilize their personal cellular telephones to respond to work related telephone calls, texts, and emails after business hours. This time was unpaid. Ms. Prior estimates that she spent two to three hours per week responding to company related telephone calls, emails, and text messages. She was never paid for this time.

Adventist violated Labor Code §§ 226.7, 512, 1198 and 1199, and IWC Wage Order 5-2001 by failing to provide Ms. Prior and other aggrieved employees with adequate off-duty meal periods. In the case of Ms. Prior, she often received her meal periods late, approximately six and a half hours into her shift. Further, her first meal periods were interrupted approximately every other day and were therefore not duty free. Additionally, Ms. Prior occasionally worked over 12 hours a shift and never received a second meal period. Other aggrieved employees also suffered from missed, short, and late meal periods. Adventist did not pay Ms. Prior and other aggrieved employees premium pay for these violations.

Adventist violated Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order 5-2001 by failing to authorize and permit Ms. Prior and other aggrieved employees to take adequate duty-free rest breaks due to understaffing. In the case of Ms. Prior, her first rest period was interrupted approximately every other day and was therefore not duty free. Her second rest period was either interrupted or late on approximately 90% of her shifts. Further, Ms. Prior and other aggrieved employees often worked over 10 hours a shift and did not receive a third rest break. Ms. Prior did not receive a third rest break on any shift she worked over 10 hours. Adventist failed to pay Ms. Prior and other aggrieved employees premium pay for these violations.

Due to the violations described above, Ms. Prior and other aggrieved employees did not receive all wages in a timely manner as required by Labor Code § 204. Moreover, those who no longer are employed by Adventist did not receive all wages due at the time of discharge, a violation of Labor Code §§ 201, 202, and 203. They still are owed unpaid minimum and overtime wages for the unpaid work described above, as well as premium pay for missed/late/short meal periods and rest breaks.

Ms. Prior and other aggrieved employees received itemized wage statements that failed to comply with Labor Code § 226(a). The wage statements issued to Ms. Prior and other aggrieved employees did not show the correct amount of correct gross wages earned and hours worked as they are missing the unpaid minimum and overtime wages as described above. They also do not include premium pay for missed meal and rest breaks. In doing so, Adventist has violated Labor Code §§ 226(a) and 226.3.

Adventist violated Labor Code § 2802 by failing to reimburse Ms. Prior and other aggrieved employees for their business expenses incurred at Adventist's direction. Adventist directed Ms. Prior and other aggrieved employees to utilize their personal cellular telephones for business purposes, including responding to emails, text messages, and telephone calls both on and off-the-clock. Adventist also required Ms. Prior and other aggrieved employees to download AH Outlook on their personal cellular telephones to review and respond to work emails. Adventist also required Ms. Prior and other aggrieved employees to download an app called AH Covid Screening on their personal cellular telephones that was related to covid testing. Adventist did not reimburse Ms. Prior and other aggrieved employees for the business use of their cellular telephones in violation of Labor Code § 2802.

Notice to Adventist of Attempt to Settle this Dispute:

This notice shall represent Ms. Prior's reasonable attempt to settle this dispute with Adventist prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Adventist of Ms. Prior's mentioned grievances and the proposed remedies as detailed below, while affording Adventist a reasonable opportunity to meet Ms. Prior's demands.

Demand is hereby made that Adventist shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Adventist shall comply with all California labor and employment laws and ensure that all non-exempt employees are given required meal periods and rest breaks.
2. Adventist shall pay Ms. Prior and all other hourly employees employed California at any time during the past 48 months back pay and compensation, and out-of-pocket business expenses for all of the above-referenced violations.
3. Adventist shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the meal periods required by Labor Code §§ 226.7, 512, 1198, and 1199 and IWC Wage Order 5-2001, § 11.
4. Adventist shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 5-2001, § 12.
5. Adventist shall pay waiting time penalties equal to 30 days of pay to each former non-exempt employee who was not paid all wages due as described herein.
6. Adventist shall pay accrued interest to all employees on all sums owed (other than penalties) at the rate of ten percent per annum.

7. Adventist shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).

8. Adventist shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA, Labor Code §§ 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Conclusion:

If you have any questions, please feel free to telephone me at (415) 543-1305. In addition, should Adventist wish to discuss resolution of the issues raised in this letter, they should direct counsel to contact me at the same telephone number.

Thank you for your attention to this matter.

Sincerely,



ROBERT SPENCER

cc: ATTN: Legal Department
Adventist Health Clearlake Hospital, Inc.
PO Box 6710
Clearlake, California 95422
Certified Mail Receipt No.: 7018 3090 0000 4450 1817

Adventist Health Clearlake Hospital, Inc.
c/o CSC Lawyers Incorporating Service
registered agent for service of process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Certified Mail Receipt No.: 7018 3090 0000 4450 1824

EXHIBIT 3

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax. 415.543.7861

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Attorneys for Plaintiff
ANDREA PRIOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE COUNTY

ANDREA PRIOR on behalf of herself, and all
aggrieved employees,

Plaintiff,

v.

ADVENTIST HEALTH CLEARLAKE
HOSPITAL, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **CV 423216**

REPRESENTATIVE ACTION

REPRESENTATIVE ACTION

COMPLAINT FOR:

1. PENALTIES; and
2. ATTORNEYS' FEES.

DEMAND FOR JURY TRIAL

OCT 21 2022

Krista D. LeVier

BY Laura Cisneros
Deputy Clerk

BY FAX

1 Plaintiff ANDREA PRIOR, on behalf of herself and all aggrieved employees, complains
2 against Defendants ADVENTIST HEALTH CLEARLAKE HOSPITAL, INC., and Does 1
3 through 10 (all referred to collectively as “Defendants” or “ADVENTIST”) as follows:

4 **I. JURISDICTION AND VENUE**

5 1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among
6 other statutes, Labor Code §§ 201-203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197,
7 1197.1, 1198, 1999, and 2802. In particular, Plaintiff has complied with all Labor Code § 2699.3
8 requirements for commencing a civil action under the California Private Attorneys General Act of
9 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

10 2. This Court has personal jurisdiction over the parties because at all times relevant
11 hereto Plaintiff was a California resident who worked in Lake County, California for Defendants
12 and Defendants have systematically and continuously conducted business in the State of
13 California, including Lake County.

14 3. Venue is proper in this Court under California Code of Civil Procedure § 395.5
15 because Defendants’ principal place of business listed on the Secretary of State’s webpage is
16 located in Lake County at 15360 18th Avenue, Clearlake, California 95422.

17 **II. PARTIES AND BACKGROUND**

18 4. Plaintiff ANDREA PRIOR is an adult who worked for Defendants as a non-
19 exempt hourly employee at Defendants’ location in Clearlake, California. She worked for
20 Defendants from approximately 2003 through December 7, 2021 as an hourly employee. She
21 was promoted to the position of Clinical Laboratory Scientist Assistant in 2020.

22 5. Defendant ADVENTIST is a California non-profit corporation doing business
23 throughout California and is a “person” as defined by Labor Code § 18 and California Business
24 and Professions Code § 17201. In addition, it is an “employer” as that term is used in the Labor
25 Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and
26 working conditions.

27 6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
28 through 10, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiff will

1 amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
2 informed and believes and on that ground alleges that each of the fictitiously named Defendants is
3 responsible in some manner for the occurrences alleged and that Plaintiff's damages and other
4 losses as alleged are proximately caused by those occurrences.

5 7. On behalf of the State of California and all aggrieved employees who worked as
6 hourly non-exempt employees employed at the Clearlake Hospital by ADVENTIST in the
7 healthcare industry at any time or times during the applicable statute of limitations, Plaintiff seeks
8 all applicable penalties, interest, attorneys' fees, costs and other sums for each violation of: (a)
9 Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1 1198 and 1199 and IWC Wage Order No. 5
10 (failure to pay wages, including minimum wages and overtime, for all hours worked), (b) Labor
11 Code §§ 226.7, 512, 1198 and 1999 and the IWC Wage Order No. 5 (failure to provide meal
12 periods); (c) Labor Code § 226.7, 1198 and 1199 and IWC Wage Order No. 5 (failure to
13 authorize and permit rest breaks); (d) Labor Code §§ 226 and 226.3 (failure to provide accurate
14 itemized wage statements); (e) Labor Code §§ 201-203 (failure to pay former aggrieved
15 employees all wages due and owing at the time of discharge or voluntary quit), (f) Labor Code §
16 204 (failure to pay aggrieved employees in a timely manner), and (g) Labor Code § 2802 (failure
17 to reimburse aggrieved employees for all necessary expenditures and losses incurred at the
18 direction of and/or on behalf of Defendants).

19 **III. FACTUAL ALLEGATIONS**

20 8. ADVENTIST operates Adventist Clearlake Hospital in Clearlake, California.

21 9. At all relevant times, Plaintiff was employed by ADVENTIST as an hourly non-
22 exempt employee in the health care industry as defined by § 2(G) of IWC Wage Order 5-2001.
23 During her employment with ADVENTIST, Plaintiff typically worked four days a week, 10 hours
24 a day or more. She sometimes worked over 12 hours.

25 10. Defendants have implemented a policy and practice of failing to pay Plaintiff and
26 other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire
27 hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage,
28 for compensable time spent under ADVENTIST's direction and control in violation of Labor

Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001. Defendants required Plaintiff and other aggrieved employees to take covid tests prior to clocking-in. Plaintiff also alleges that due to understaffing, Defendants required Plaintiff and other aggrieved employees to clock-out for their meal periods yet continue to work. ADVENTIST was aware that Plaintiff and other aggrieved employees were clocking out and continuing to work. In addition, Plaintiff and other aggrieved employees occasionally had to take work related telephone calls at home as well as respond to work related emails and texts and were not paid for this time.

11. At all relevant times, Labor Code §§ 226.7 and 512 and the IWC Wage Order No. 5 required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (referred to as “duty-free”) before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours in a day. As alleged herein, ADVENTIST employed a policy and practice of failing to provide all meal periods to Plaintiff and other aggrieved employees. Plaintiff estimates that she only received an uninterrupted meal period only every other day. She also never received a second meal period on shifts over 10 hours. On information and belief, other aggrieved employees also missed their meal periods.

12. At all relevant times, Labor Code § 226.7 and IWC Wage Order No. 5 required employers to authorize and permit a paid rest break of at least 10 minutes for every four hours of work performed or major fraction thereof. An employee working more than ten hours in a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged herein, ADVENTIST employed a policy and practice of failing to permit and authorize rest periods and/or paying rest period premiums to aggrieved employees for such rest periods not provided, in violation of the Labor Code and Wage Order 5-2001. Plaintiff estimates that she missed her second rest break approximately 90% of the time, and she never received a third rest break on shifts over 10 hours. On information and belief, other aggrieved employees also missed their rest periods.

13. Labor Code § 226 provides that every employer is required, “semimonthly or at the time of each payment of wages,” to provide each employee with an itemized wage statement

1 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
2 and “all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee.” Cal. Lab. Code § 226(a). Defendants
4 implemented a policy and practice of violating Labor Code § 226 by failing to provide complete
5 and accurate itemized wage statements to Plaintiff and other aggrieved employees in that the
6 wage statements provided do not, among other things, display “all applicable hourly rates in
7 effect during the pay period and the corresponding number of hours worked at each hourly rate,”
8 the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements
9 do not include premium pay for missed meal and rest periods. Through its violation of Labor
10 Code § 226(a), Defendants also violated Labor Code § 226.3.

11 14. Labor Code § 226(a) in that the wage statements provided do not, among other
12 things, display “all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross
14 wages earned.” In addition, the wage statements do not include premium pay for missed meal
15 and rest periods.

16 15. ADVENTIST employed a policy and practice of failing to pay Plaintiff and other
17 aggrieved employees all wages due and owing in a timely manner as required by Labor Code §
18 204.

19 16. Defendants had a policy and practice of violating Labor Code §§ 201- 203 by
20 failing to pay Plaintiff and other aggrieved employees, including all exempt and non-exempt
21 employees, all wages due and owing at the time of discharge or voluntary quit. Plaintiff and other
22 aggrieved employees who no longer are employed by Defendants still are owed minimum wages
23 and overtime, as well as premium pay for missed meal periods and rest breaks.

24 17. Defendants implemented a policy and practice of violating Labor Code § 2802 by
25 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
26 losses incurred in their work for Defendants. ADVENTIST required Plaintiff and other aggrieved
27 employees to utilize their personal cellular telephones for work purposes. ADVENTIST required
28 Plaintiff and other aggrieved employees to download AH Outlook on their personal cellular

1 telephones to review and respond to work emails. ADVENTIST also required Plaintiff and other
2 aggrieved employees to download an app named AH Covid Screening on their personal cellular
3 telephones that was related to covid testing. Defendants did not reimburse Plaintiff and other
4 aggrieved employees for the cost of their cellular telephone service in violation of Labor Code §
5 2802.

6 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

7 18. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor
8 Code §§ 2698, *et seq.*, who are employed by Defendant's as hourly non-exempt healthcare
9 industry employees and who performed work for ADVENTIST at the Clearlake Hospital and
10 were not paid any wages whatsoever, including minimum wage and overtime, for certain hours
11 worked.

12 19. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
13 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
14 industry employees who performed work for ADVENTIST at the Clearlake Hospital and were
15 not provided their required meal periods.

16 20. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
17 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
18 industry employees who performed work for ADVENTIST at the Clearlake Hospital and were
19 not authorized or permitted to take all of their required rest periods.

20 21. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
21 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
22 industry employees who performed work for ADVENTIST at the Clearlake Hospital and did not
23 receive the complete and accurate itemized wage statements required by Labor Code §§ 226(a)
24 and 226.3.

25 22. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
26 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare
27 industry employees who performed work for ADVENTIST at Clearlake Hospital and were not
28 paid all wages due at the time of discharge or voluntary quit as required by Labor Code §§ 201-

203.

23. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare industry employees who performed work for ADVENTIST at Clearlake Hospital and were not paid all wages in a timely manner as required by Labor Code § 204.

24. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt healthcare industry employees who performed work for ADVENTIST at the Clearlake Hospital and were not reimbursed all of their business expenses as required by Labor Code § 2802.

25. There is a well-defined community of interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest including but not limited to the following: (1) whether Defendants had a policy and practice of failing to pay aggrieved employees any wages whatsoever for certain hours worked, including minimum wage and overtime, (2) whether Defendants had a policy and practice of failing to provide aggrieved employees with all of their required meal periods; (3) whether Defendants had a policy and practice of failing to authorize and permit aggrieved employees to take their required rest periods; (4) whether Defendants had a policy and practice of violating Labor Code §§ 226 by failing to provide required information on wage statements, such as total hours worked and gross wages earned, and whether those statements were accurate; (5) whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (6) whether Defendants had a policy and practice of violating Labor Code § 204 by failing to pay aggrieved employees in a timely manner, and (7) whether Defendant violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

26. Plaintiff's experiences are typical of the experiences of the aggrieved employees whom Plaintiff seeks to represent on a PAGA representative basis and her interests are consistent

1 with, and not antagonistic to, those of the State of California and the other aggrieved employees.
2 Plaintiff will fairly and adequately represent the interests of the State of California and the
3 aggrieved employees whom he seeks to represent because Plaintiff also is an aggrieved employee
4 and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys
5 who are experienced in the prosecution of class and representative actions, and Plaintiff intends to
6 prosecute this action vigorously.

7 27. Common questions of law and fact exist as to all aggrieved employees that
8 predominate over any other questions affecting only individual aggrieved employees.

9 28. Plaintiff requests permission to amend the Complaint to include additional
10 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
11 employees.

12 **V. FIRST CAUSE OF ACTION**

13 **(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –**
14 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

15 29. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties
16 on their own behalf and on behalf of other current and former employees.

17 30. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code
18 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
19 violator and against whom one or more of the alleged violations was committed.

20 31. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
21 action against Defendants for violations of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198
22 and 1199.

23 32. By the actions alleged herein, Defendants failed to pay Plaintiff and other
24 aggrieved employees any wages, including minimum wages and overtime pay, for certain hours
25 worked, in violation of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198 and 1199.

26 33. Therefore, Plaintiff and all current and former aggrieved employees demand the
27 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 512, 1194,
28 1197, 1197.1, 1198 and 1199.

34. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §§ 1194 and 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VI. SECOND CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

35. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

36. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

37. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

38. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

39. By the actions alleged herein, Defendants failed to provide Plaintiff and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

40. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

41. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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VII. THIRD CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

42. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

43. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

44. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

45. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

46. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

47. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

48. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

49. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

50. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties

on their own behalf and on behalf of other current and former employees.

51. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

52. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226(a).

53. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, ADVENTIST employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiff and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements do not include premium pay for missed meal and rest periods.

54. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (Should Labor Code § 226.3 be found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiff will alternatively seek Labor Code § 2699(f) penalties.)

55. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVI. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

56. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

57. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

59. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

60. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

61. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

62. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVII. SIXTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

63. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

64. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

65. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

66. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

67. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204 as they relate to Plaintiff and the other aggrieved employees.

68. Therefore, Plaintiff, for herself and all current and former aggrieved employees,

demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

69. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

(ON BEHALF OF ALL NON-EXEMPT AND EXEMPT AGGRIEVED EMPLOYEES)

70. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

71. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

72. Plaintiff is an "aggrieved employee" as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

73. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

74. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

75. Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

76. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194,

1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

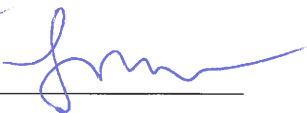
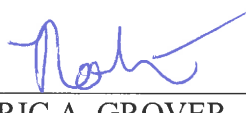
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5
- ix. For all interest as required by Labor Code § 218.6 or any other applicable law;
- x. For such other and further relief as the Court should deem proper.

Dated: October 21, 2022

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER
ROBERT SPENCER
Attorneys for Plaintiff

EXHIBIT 4

Keller Grover
Adventist Health Transaction Detail by Account
All Dates

Date	Name	Class	Amount
Case Expenses Receivable			
\$Filing & Court Fees			
08/18/2022	LWDA	Adventist Health	75.00
10/23/2022	One Legal, Inc.	Adventist Health	622.85
11/16/2022	One Legal, Inc.	Adventist Health	41.18
11/17/2022	One Legal, Inc.	Adventist Health	30.89
02/08/2023	One Legal, Inc.	Adventist Health	217.48
03/03/2023	One Legal, Inc.	Adventist Health	154.43
04/10/2024	One Legal, Inc.	Adventist Health	253.51
Total for \$Filing & Court Fees			\$ 1,395.34
\$Mediation Fee			
01/24/2024	JAMS, Inc.	Adventist Health	13,000.00
Total for \$Mediation Fee			\$ 13,000.00
\$Contractor			
09/06/2023	Nathan Clark	Adventist Health	143.50
09/21/2023	Nathan Clark	Adventist Health	350.00
10/04/2023	Nathan Clark	Adventist Health	262.50
10/18/2023	Nathan Clark	Adventist Health	202.50
11/01/2023	Nathan Clark	Adventist Health	45.00
Total for \$Contractor			\$ 1,003.50
\$Postage			
08/16/2022	Joey Gonzalez	Adventist Health	15.94
12/31/2023		Adventist Health	1.74
Total for \$Postage			\$ 17.68
\$Research			
09/08/2023	LexisNexis, RELX Inc.	Adventist Health	3.51
04/08/2024	LexisNexis, RELX Inc.	Adventist Health	1.13
Total for \$Research			\$ 4.64
Total for Case Expenses Receivable			\$ 15,421.16

Monday, Jul 08, 2024 04:45:14 PM GMT-7

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On July 19, 2024, in the case of *Andrea Prior v. Adventist Health Clearlake Hospital, Inc.*, Lake County Superior Court Case Number CV 423216, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ