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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

VALERIE RAYMOND, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

SACRAMENTO RIVER
HEALTHCARE LLC, a Limited
Liability Company; SOUTH BAY
HEALTHCARE, INC., a Corporation;
THE PENNANT GROUP, INC., a
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2022-00329085-CU-OE-GDS

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

Hearing Date: June 28, 2024

Hearing Time: 9:00 a.m.

Reservation ID Number: A-329085-001

Judge: Hon. Jill Talley

Dept.: 23

Action Filed: October 21, 2022

Trial Date: Not yet set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendants Sacramento River Healthcare, LLC, South Bay Healthcare, Inc., and
10 The Pennant Group, Inc. ("Defendants") is attached as Exhibit #1. A proposed order approving the
11 PAGA settlement is submitted herewith.

12 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
13 Workforce Development Agency ("LWDA") on August 10, 2022 on behalf of Plaintiff Valerie
14 Raymond, requesting authorization from the LWDA to seek civil penalties as provided by the
15 Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in
16 the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate
17 expired on October 15, 2022. On October 31, 2022, Plaintiff Valerie Raymond filed a
18 Representative Action Complaint in this Court against Defendants Sacramento River Healthcare, LLC,
19 South Bay Healthcare, Inc., and The Pennant Group, Inc. alleging a single cause of action for recovery
20 of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and Defendants
21 agreed to mediate with Tripper Ortman. Prior to the mediation, the Parties conducted
22 significant investigation and discovery of the facts and law. Defendants produced hundreds of
23 documents relating to their policies, practices, and procedures regarding paying non-exempt
24 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
25 policies, and more. Plaintiff was provided with sufficient records and data to determine the
26 number of Aggrieved Employees and the number of pay periods in the PAGA Period. The
27 Parties agree that the above-described investigation and evaluation, as well as the information
28

1 exchanged during the settlement negotiations, are more than sufficient to assess the merits of
2 the Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff's
3 theory of PAGA liability as argued at mediation alleged that Defendants imposed on-duty meal
4 and rest periods without payment of premiums for on-call weekend work. Specifically,
5 Plaintiff worked as an Admissions Coordinator. She was paid an hourly rate of \$28 per hour
6 plus \$150 per weekend for being on call during the weekend. Plaintiff alleged that despite
7 requiring Aggrieved Employees like her to work on-call over the weekend, Defendants failed
8 to provide meal and rest period premiums for the weekend work when Plaintiff and other
9 Aggrieved Employees were required to be on-call and ready to respond. Plaintiff also alleged
10 the on-call payment of \$150 for 16 hours of on-call work was legally insufficient as well as
11 well below the minimum wage. Plaintiff further alleged that Defendants' wage statements
12 were inaccurate for multiple reasons, such as failing to state total hours worked and failing to
13 state the pay periods and check date on the paystubs. In addition, Plaintiff alleged at mediation
14 that Defendants miscalculated sick pay wages by failing to increase the regular rate of pay so
15 as to accurately pay these wages. Plaintiff also alleged her wage statements were replete with
16 unlawful deductions such as negative 14 hours of overtime deducted on a wage statement.
17 Plaintiff also alleged at mediation that the use of her home office entitled her to reimbursement
18 for at least a pro-rated amount of her rent or mortgage based on the amount of square footage
19 she allocated to her work space. On January 29, 2024, the Parties engaged in an all-day
20 mediation session before Mediator Ortman, a well-respected and experienced mediator
21 knowledgeable of both the wage and hour laws and representative claims at issue in this action.
22 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
23 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum
24 of Understanding memorializing the settlement.¹ The settlement was negotiated in light of all

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

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

6 4. The claim before this Court is solely the representative claim under PAGA on behalf
7 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
8 this PAGA claim in its entirety after investigation and an arm’s length mediation session. The PAGA
9 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1).
10 The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
11 payment in the amount of \$325,000 to resolve the Released PAGA Claims (hereinafter referred
12 to as the “PAGA Settlement”). From this PAGA Settlement of \$325,000, there is a deduction
13 of attorneys’ fees (“PAGA Counsel Fees Payment”) in the amount of \$108,333 (which is one-
14 third of the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation
15 Expenses Payment”) in an amount not to exceed \$25,000 and Settlement Administration Costs
16 (“Administration Expenses Payment”) not to exceed \$6,000. (Agreement at ¶¶ 3.2.1-3.2.2).²
17 After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
18 be no less than \$185,667. Seventy-five percent (75%) (no less than \$139,250.25) will be paid
19 to the LWDA and the remaining twenty-five percent (25%) (no less than \$46,416.75) will be
20 paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved Employees” means all
21 hourly-paid, non-exempt employees who are or previously were employed by First Call Hospice and
22 Palliative Care or South Bay Healthcare, Inc. dba Sequoia Home Health and Hospice in the State of

23 _____
24 an PAGA Employee of standing, as the state’s authorized representative, to pursue PAGA remedies”
nor resolve the PAGA claims.).

25 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
26 Payment less than the amounts requested, the Administrator will allocate the remainder of these
27 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
28 Expenses are less or the Court approves payment less than \$6,000, the Administrator will allocate the
remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 California during the PAGA Period. The PAGA Period is the period from August 10, 2021 through
2 January 29, 2024, or an alternative date to be selected by Defendants, at their sole discretion, subject
3 to the provisions set forth in paragraph 8 of the Agreement. (Settlement Agreement at ¶¶ 1.4, 1.24).
4 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number
5 of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved
6 Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during
7 the PAGA Period.³ Based on a review of its records, Defendants estimate the Aggrieved
8 Employees worked a total of 7,500 pay periods during the PAGA Period. (Agreement at ¶4.1).
9 Upon entry of final judgment, the Released Parties shall be entitled to a release from the State
10 of California and all Aggrieved Employees for any “Released PAGA Claims”, which means
11 all claims for civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204 *et*
12 *seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197,
13 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
14 (B), California Code of Regulations, Title 8, Section 11070(14), Violation of Applicable
15 Industrial Welfare Commission Wage Order(s) pursuant to California Labor Code section
16 2699.5, including but not limited to costs and attorneys’ fees related thereto, that were alleged
17 in Plaintiff’s PAGA Notice and/or the Operative Complaint filed in this action, as well as the
18 claims for civil penalties that could have been sought by the Labor Commissioner for the
19 violations of the California Private Attorneys General Act of 2004 identified in Plaintiff’s
20 PAGA Notice and/or Operative Complaint, and those based upon the facts alleged in the
21 PAGA Notice and/or the Operative Complaint that occurred during the PAGA Period. (the
22 “Released PAGA Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims expressly
23 excludes all other claims, including claims for vested benefits, wrongful termination, violation
24 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25

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

1 workers' compensation, California class claims, and PAGA claims outside of the PAGA
2 Period. (*Id.*)

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$108,333) and PAGA Counsel Litigation Expenses in an amount not to exceed \$25,000 will
5 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor
6 Code § 2699(g)(1), as set forth in the Agreement.⁴ Lastly, payment to the Administrator in an
7 amount not to exceed \$6,000 to perform the administrative duties to distribute the settlement
8 money shall also be paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
10 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
11 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$325,000
12 is significantly more than other PAGA settlements and constitutes approximately \$43 per pay
13 period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA
14 penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount of
15 statutory PAGA civil penalties was potentially \$750,000 based on 7,500 pay periods
16 applicable to the Aggrieved Employees during the PAGA Period.⁵ Importantly, however, these
17 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
18 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
19 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
20 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
21 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
22 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
23 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation

24 ⁴ As set forth below at ¶ 9, PAGA Counsel incurred costs in the current amount of \$27,253.90, which
25 is less than the cost allocation in the Settlement Agreement.

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$750,000 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
2 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$37,500, which is far less
3 than this settlement provides.

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

7 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
8 the amount of \$108,333 representing one-third of the \$325,000 Gross PAGA Settlement
9 Amount. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is
10 supported by several factors. First, the requested fees are justified by the result achieved. PAGA
11 Counsel negotiated a recovery of \$325,000.00, and this result justifies the requested fees equal to one
12 third of this recovery. This percentage is within the standard contingent recovery percentage of one-
13 third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
14 *Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed
15 and contributions to the case. Second, the fee award is justified by the work performed and
16 contributions to the case. Here, the fee award is less than PAGA Counsel's current lodestar of
17 \$121,949.25, and thus represents a negative multiplier. As detailed in the accompanying billing
18 statement, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for
19 my firm in this court matter as of June 4, 2024 is \$121,949.25 for more than 173 hours of work
20 prosecuting the claims being resolved by this Settlement. This time does not include time incurred
21 after the billing was finalized and the time spent managing the completion of the settlement, which I
22 estimate will add another \$10,000 to \$20,000 in additional lodestar. Third, the consideration of the
23 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
24 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
25 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
26 award is less than the lodestar, there can be no question of the reasonableness of the award.

27 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
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1 Counsel, which currently are \$27,253.90. Under the Agreement, PAGA Counsel will be recovering
2 litigation expenses in the total capped amount of \$25,000 which is less than the actual costs incurred.
3 The litigation expenses incurred by my firm in the amount of \$27,253.90 were all reasonably necessary
4 to the litigation and are detailed in Exhibit #2 attached hereto.

5
6 Experience and Qualifications

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

13 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
14 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
15 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
16 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
17 the Ninth Circuit of the importance of the substantive rights of the State of California under the
18 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
20 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
21 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
22 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
23 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
24 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
25 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
26 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
27 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
(*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
\$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
(*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI
SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service
International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.
Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst
Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant

1 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
2 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
3 settlements that my firm has previously negotiated, and which courts have approved.

4 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
5 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
6 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
7 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
8 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
9 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
10 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
11 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
12 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
13 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
14 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
15 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
16 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
17 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
18 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
19 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
20 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
21 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
22 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
23 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
24 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
25 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
26 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
27 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
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1 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
2 No. 30-2008-00231219 (Nov. 23, 2009).

3 (d) Over the course of the litigation, a number of attorneys in my firm have worked
4 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
5 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
6 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
7 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
8 and class litigation experience, much of it in the area of consumer class actions, employment class
9 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
10 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
11 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
12 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
13 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
14 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
15 Time Warner, and California State Automobile Association. It is this level of experience which
16 enabled the firm to undertake the instant matter and to successfully combat the resources of the
17 defendants and their capable and experienced counsel. On account of the concerted and dedicated
18 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
19 taking other cases, and in fact, had to turn away other potential fee generating cases.

20 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
21 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
22 from \$250 to \$275.⁶ My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
23 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
24 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
25 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
26

27 ⁶ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and
2 ‘in line with those prevailing in the [relevant] community’—the Central District of California”.
3 Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such
4 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
5 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
6 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing
7 rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
8 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
9 to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
10 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
11 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
12 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
13 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
14 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
15 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
16 rates charged by my firm for comparable work are less than these examples and are therefore
17 undoubtedly reasonable.

18
19 13. LWDA - The PAGA Notice sent to the LWDA are attached hereto as Exhibit #5.
20 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
21 allegations. In addition, the LWDA is being served with this motion which includes the Settlement
22 Agreement, as verified in the proof of service.

23
24 14. Settlement Administration – ILYM Group was selected as the Settlement
25 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
26 in the amount of \$4,750 for up to 350 Aggrieved Employees. The Declaration of Anthony Rogers
27 verifying their qualifications and the estimate is submitted herewith. I have used ILYM Group
28

1 successfully as the administrator in more than twenty prior settlements in the last couple years and
2 know them to be competent and experienced.

3
4 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
5 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

6
7 16. Notice to Accompany Checks to Aggrieved Employees – The Parties have prepared a
8 form of notice to accompany checks to the Aggrieved Employees. A true and correct copy of this
9 proposed notice is attached hereto as Exhibit #6.

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed this 4th day of June, 2024, at San Diego, California.

13
14 /s/ Kyle Nordrehaug
15 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Valerie Raymond (“Plaintiff”) and defendants Sacramento River Healthcare LLC dba First Call Hospice and Palliative Care (“First Call”); South Bay Healthcare, Inc. dba Sequoia Home Health and Hospice (“Sequoia”); and The Pennant Group, Inc. (together “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or, individually, as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Valerie Raymond v. Sacramento River Healthcare LLC, et al.* (Case No. 34-2022-00329085) initiated on October 31, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all hourly-paid, non-exempt employees who are or previously were employed by First Call or Sequoia in the State of California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means information and data relating to Aggrieved Employees that Defendants shall in good faith compile from their records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator, including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, and total number of PAGA Pay Periods worked by the Aggrieved Employee for Defendants in non-exempt/hourly roles in California during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.7. “Approval Order” means the proposed Court Order Granting Approval of the Settlement.
- 1.8. “Court” means the Superior Court of California, County of Sacramento.
- 1.9. “Defendants” means named defendants Sacramento River Healthcare LLC dba First Call Hospice and Palliative Care, South Bay Healthcare, Inc. dba Sequoia Home Health and Hospice, and The Pennant Group, Inc.
- 1.10. “Defense Counsel” means Angela J. Rafoth and Emily A. Mertes of Littler Mendelson, P.C.
- 1.11. “Effective Date” means the date on which (i) this Agreement has been executed by Plaintiff, Defendants, Plaintiff’s Counsel and Defendants’ Counsel; (ii) Plaintiff’s Counsel has sent the Notice of the Settlement to the LWDA; (iii) the Court has given approval to the Settlement; (v) the Court has entered the Court’s Final Order and Judgment and Notice of Entry of Judgment has been filed; and (vi) five days after the later of any of the following events: (A) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$325,000, subject to Court approval and the terms of this Agreement, which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount is inclusive of all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.17. “Notice” means the Notice of PAGA Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Aggrieved Employee at their last known address explaining the terms of this Agreement and the Settlement. The form of the proposed Notice is attached to this Agreement as Exhibit A.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s August 10, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from August 10, 2021 through January 29, 2024, or an alternative date to be selected by Defendants, at their sole discretion, subject to the provisions set forth in paragraph 8.
- 1.25. “Plaintiff” means Valerie Raymond, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means Defendants and their predecessors and successors in interest, companies acquiring any or all of Defendants’ assets or capital stock, current or former officers, directors, shareholders, agents, representatives, and employees of Defendants, any current or former parent corporations, subsidiary corporations, affiliates, and assigns, or insurers of any of the foregoing persons or entities.

- 1.28. “Settlement” means the final and complete disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Settlement Administrator” means ILYM Group, Inc.
- 1.30. “Settlement Packet” means the packet of documents that shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee’s respective Individual PAGA Payment.

2. RECITALS

- 2.1. On August 22, 2022, Plaintiff filed a PAGA Notice, alleging various claims against Defendants, including violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s) pursuant to California Labor Code section 2699.5. On October 31, 2022, Plaintiff commenced this Action by filing a PAGA Representative Action Complaint against Defendants alleging a single cause of action for recovery of civil penalties for violation of the PAGA [Labor Code §§ 2698, *et seq.*] predicated on the following claims: (1) Denial of proper meal periods (Labor Code §§ 226.7, 512); (2) Denial of proper rest periods (Labor Code § 226.7); (3) Unpaid overtime including failure to include incentive compensation in the regular rate of pay (Labor code §§ 510, 558); (4) Off the clock work (Labor Code §§ 1194, 1197, 1197.1); (5) Failure to reimburse (Labor Code § 2802); (6) Improper deductions from paychecks (Labor Code §221); (7) Improper rounding of time worked; (8) Improper payment of sick time (Labor code § 246); (9) Failure to pay for reporting time (Cal. Code Regs., tit. 8 § 11040, subd. 5(A)); and (10) Failure to pay for split shifts (Cal. Code Regs., tit.8, § 11040, subd. 5(B)); (11) Failure to pay final wages (Labor Code §§ 201-203); (12) Inaccurate wage statements (Labor Code § 226); (13) Timely payment of regular wages (Labor Code §§ 204, 210); and (14) Failure to provide suitable seating (California Code of Regulations, Title 8, section 11070). The PAGA Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not alleged or at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the

Parties to submit any terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the requested terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount are not disclosed publicly.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On January 29, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman which resulted in this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendants' policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Defendants also produced informally to Plaintiff anonymized time and pay records for all Aggrieved Employees during the PAGA Period.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendants promise to pay Three Hundred Twenty-Five Thousand Dollars and No Cents (\$325,000.00) and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third

(1/3) of the Gross PAGA Settlement Amount which is currently estimated to be One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and No Cents (\$108,333.00) and PAGA Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and No Cents (\$25,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$185,667.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$139,250.25) allocated to the LWDA PAGA Payment and 25% (no less than \$46,416.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. A PAGA Aggrieved Employee may not opt out of this PAGA Settlement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate that Aggrieved Employees worked a total of approximately 7,500 PAGA Pay

Periods during the PAGA Period.

- 4.2. Aggrieved Employee Data. Within fifteen (15) calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a spreadsheet, for purposes of mailing the Settlement Packets to Aggrieved Employees. Upon receipt of the Aggrieved Employee Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Parties and their counsel will use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendants shall pay a Gross Settlement Amount not to exceed Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00). Defendants shall make the payment to the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire transfer, not later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) calendar days of receiving the Gross PAGA Settlement Amount from Defendants as provided herein, the Settlement Administrator shall mail the Settlement Packets to all Aggrieved Employees via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved Employees and fully complies with due process.

The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

- 4.4.1. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved

Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.2. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the absent Aggrieved Employee, subject to Court approval.

4.4.3. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In exchange for her Individual PAGA Payment, Plaintiff, individually and in her capacity as representative for the LWDA, and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to fully and finally release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Violation of Applicable Industrial Welfare Commission Wage Order(s) pursuant to California Labor Code section 2699.5, including but not limited to costs and attorneys’ fees related thereto, that were alleged in Plaintiff’s PAGA Notice and/or the Operative Complaint filed in the Action, as well as the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in Plaintiff’s PAGA Notice and/or Operative Complaint, and those based upon the facts alleged in the PAGA Notice and/or the Operative Complaint that occurred during the PAGA Period. However, to the extent the LWDA has released the PAGA claims in connection with this Settlement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The Aggrieved Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment. The Aggrieved Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, their portion of the Gross PAGA Settlement Amount and release of the PAGA claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the PAGA claims as set forth herein regardless of whether they cash or deposit their portion of the Gross PAGA Settlement Amount. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA Period.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement, with the input and cooperation of Defense counsel, no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, as of January 29, 2024, there were a total of approximately 7,500 pay periods worked by Aggrieved Employees during the PAGA Period., In the event that Defendants, at their sole discretion, select an end date to the PAGA Period, such that the total PAGA Pay Periods included in the settlement of this Action increases by more than 10% (i.e. more than 750 additional PAGA Pay Periods) then the Gross PAGA Settlement Amount shall be increased proportionally by the PAGA Pay Periods in excess of 8,250 PAGA Pay Periods multiplied by the PAGA Pay Period value. The Parties agree that the PAGA Pay Period value is \$43.33, which is calculated by dividing the originally agreed upon Gross PAGA Settlement Amount (\$325,000) by the PAGA Pay Period count of 7,500. For example, should a total of 8,500 PAGA Pay Periods be released in this Action, then the Gross PAGA Settlement Amount shall be increased by \$10,832.50 (i.e. 8,500 pay periods minus 8,250 PAGA Pay Periods x \$43.33 per PAGA Pay Period). Nothing herein precludes Defendants, in their sole discretion, from ending the PAGA Period prior to January 29, 2024, so as to avoid triggering the provisions of this Paragraph 8.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or

Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the PAGA Notice or Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Tripper Ortman, for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” . The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the

individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	Norman Blumenthal norm@bamlawca.com Kyle R. Nordrehaug kyle@bamlawca.com Aparajit Bhowmik aj@bamlawca.com Nicholas J. De Blouw
---------------	---

deblouw@bamlawca.com

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara

La Jolla, California 92037

Phone: (858) 551-1223

Facsimile: (858) 551-1232

To Defendants: Angela Rafoth
arafoth@littler.com
Emily A. Mertes
emertes@littler.com

LITTLER MENDELSON, P.C.

333 Bush Street 34th Floor

San Francisco, California 94104

Phone: (415) 433-1940

Facsimile: (415) 399-8490

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: 05/31/24


Valerie Raymond (May 31, 2024 14:26 PDT)

Plaintiff Valerie Raymond

Dated: _____

[name]
For Defendant Sacramento River Healthcare LLC
dba First Call Hospice and Palliative Care

Dated: _____

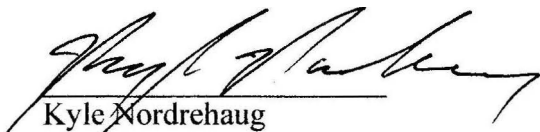
[name]
For Defendant, South Bay Healthcare, Inc.
dba Sequoia Home Health and Hospice

Dated: _____

[name]
For Defendant The Pennant Group, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 6/3/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Angela J. Rafoth
Emily A. Mertes
Littler Mendelson, P.C.
Attorney for Defendants

11. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: _____

Plaintiff Valerie Raymond

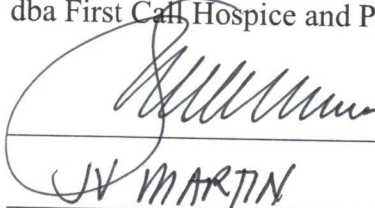
Dated: _____



Adam Bohn [name]

For Defendant Sacramento River Healthcare LLC
dba First Call Hospice and Palliative Care

Dated: 05/30/24


JV MARTIN [name]

For Defendant, South Bay Healthcare, Inc.
dba Sequoia Home Health and Hospice

Dated: 6/4/24

John Gochnour [name]
For Defendant The Pennant Group, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Angela J. Rafoth
Emily A. Mertes
Littler Mendelson, P.C.
Attorney for Defendants

11. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: _____

Plaintiff Valerie Raymond

Dated: _____

[name]
For Defendant Sacramento River Healthcare LLC
dba First Call Hospice and Palliative Care

Dated: _____

[name]
For Defendant, South Bay Healthcare, Inc.
dba Sequoia Home Health and Hospice

Dated: _____

[name]
For Defendant The Pennant Group, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: May 30, 2024


Angela J. Rafoth
Emily A. Mertes
Little Mendelson, P.C.
Attorney for Defendants

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 06/04/2024
Due On: 07/04/2024

Valerie Raymond
735 Rancho Vista Drive
Atwater, CA 95301

CA2692

Sacramento River Healthcare

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/05/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Conference with Plaintiff to discuss status.	3.90	\$850.00	\$3,315.00
Service	07/08/2022	Review and analyze emails and documents from Plaintiff regarding workplace discrimination and retaliation claims. Legal research regarding the same. Conference with Plaintiff.	3.90	\$850.00	\$3,315.00
Service	07/14/2022	Review and analyze entire employment file for legal claims. Analyze all pay statements for 226(a) and overtime violations. Conference with Plaintiff to obtain background facts for complaint.	4.30	\$850.00	\$3,655.00
Service	07/22/2022	Draft complaint.	4.70	\$850.00	\$3,995.00
Service	07/25/2022	Review and analyze arbitration agreement. Legal research regarding enforceability. Analyze procedural and substantive unconscionability decisions. Status update to Plaintiff.	4.20	\$850.00	\$3,570.00
Service	08/09/2022	Draft complaint. review and analyze facts and law. Conference with Plaintiff .	4.30	\$850.00	\$3,655.00
Service	08/10/2022	Review complaint and pay stubs. Draft PAGA Notice upload to LWDA.	2.20	\$850.00	\$1,870.00
Service	08/11/2022	Draft internal case notes memo detailing facts and law.	2.00	\$850.00	\$1,700.00

Service	09/07/2022	Review complaint for filing, analyze, advise ND	2.80	\$325.00	\$910.00
Service	09/16/2022	Revise complaint for filing, advise ND	2.80	\$325.00	\$910.00
Service	09/16/2022	Revise complaint for filing, advise ND	2.60	\$325.00	\$845.00
Service	10/12/2022	Prepare for and conduct t/c with OPC to meet and confer	1.00	\$475.00	\$475.00
Service	10/13/2022	Eval arb agreement presented, send to KN and advise re proposal from OPC re same	0.50	\$475.00	\$237.50
Service	10/17/2022	Review arbitration documents and analysis of arbitration issues; research new decision; memo to staff	1.50	\$750.00	\$1,125.00
Service	10/17/2022	Review case file and complaint; review arb agreement and analyze.	1.00	\$550.00	\$550.00
Service	10/26/2022	Review case notes/damage analysis	0.50	\$475.00	\$237.50
Service	10/26/2022	Review & analyze employment file documents	2.50	\$475.00	\$1,187.50
Service	10/27/2022	Draft PAGA only representative action complaint	4.50	\$475.00	\$2,137.50
Service	10/27/2022	Review and analyze PAGA Notice and court docket. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	10/28/2022	Draft summons and civil case cover sheet re paga action	0.50	\$475.00	\$237.50
Service	10/28/2022	Review & finalize PAGA only complaint package; file in Sacramento Sup Ct.	0.70	\$475.00	\$332.50
Service	11/03/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$475.00	\$237.50
Service	11/03/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$475.00	\$190.00
Service	11/16/2022	Review order re complex determination; order to pay complex fee; order complex fee payment via Knox	0.50	\$475.00	\$237.50
Service	11/21/2022	Prepare initial documents for service of process re 3 defendants; identify all registered agents; send out for service via Knox	1.00	\$475.00	\$475.00
Service	12/06/2022	File Proof of Service of Summons re 3 defendants; memo to firm re post service written discovery	0.50	\$475.00	\$237.50
Service	12/08/2022	Review legal and factual issues; review correspondences with Def.; review arb agreement; draft correspondence to Def. re arb agreement and Def. contemplated motion to compel arbitration.	1.50	\$550.00	\$825.00
Service	12/20/2022	Review agent rejection notice; re-serve all 3 entities on CA reg agent location; email to T Fish at Knox re same	0.60	\$475.00	\$285.00

		re class action			
Service	12/23/2022	File 3 Proof of Service of Summons (corrected) w CA reg agent	0.40	\$475.00	\$190.00
Service	12/27/2022	Discuss Class Action waiver with Rico in preparation for filing of PAGA only complaint.	0.30	\$495.00	\$148.50
Service	01/27/2023	Review legal and factual claims and issues; telephonic conference with defense counsel.	1.00	\$750.00	\$750.00
Service	02/06/2023	Review legal and factual claims; analyze Def. motion to compel arbitration.	1.50	\$550.00	\$825.00
Service	03/11/2023	Review and analyze Def. MTC Arbitration; Draft opposition to Def. MTC Arbitration	2.50	\$750.00	\$1,875.00
Service	03/12/2023	Draft opposition to Def. MTC Arbitration; draft and finalize supporting documents.	4.00	\$750.00	\$3,000.00
Service	03/13/2023	Review and Revise: review and revise opposition to motion to compel arbitration; advise PM and GG	0.60	\$495.00	\$297.00
Service	03/23/2023	Review tentative ruling re Def. MTC Arbitration and strategize re the same and oral argument.	1.00	\$750.00	\$750.00
Service	04/06/2023	telephone conference with counsel re case, mediation, and discovery; prep; advise PM	2.50	\$750.00	\$1,875.00
Service	06/14/2023	Evaluate status of meet and confer, review petition to compel arbitration and ruling re same	1.00	\$550.00	\$550.00
Service	06/23/2023	Review and Revise: review and revise joint CMC statement; finalize; advise GG	1.20	\$750.00	\$900.00
Service	07/06/2023	Prepare for CMC	0.50	\$550.00	\$275.00
Service	07/19/2023	Review and analyze sick pay and vacation pay claims. Review pay stubs. Legal research regarding Cal. Lab. Code section 246 and PAGA. Status update to Plaintiff.	3.20	\$850.00	\$2,720.00
Service	07/20/2023	Evaluate case and claims, posture of case, complaint case notes in preparation for drafting mediation data and document demand	1.00	\$550.00	\$550.00
Service	07/20/2023	Evaluate Plaintiff's documents in preparation for drafting mediation demand, draft demand and sent to AJB	1.00	\$550.00	\$550.00
Service	07/21/2023	Evaluate Plaintiff's documents to add to exhibit book, continue revising mediation data request/ demand	1.50	\$550.00	\$825.00
Service	07/28/2023	Analyze Plaintiff's documents in file, review what is needed for mediation, draft revised mediation data and doc request	1.50	\$550.00	\$825.00
Service	01/04/2024	Review and analyze data produced for mediation purposes. case file and court docket. Status update to	5.10	\$850.00	\$4,335.00

Plaintiff. Prepare for mediation.					
Service	01/05/2024	Research case posture and documents needed for mediation	0.50	\$550.00	\$275.00
Service	01/08/2024	Review status of action and calendar; draft joint CMC statement and circulate to defense.	1.00	\$750.00	\$750.00
Service	01/08/2024	Review all pay stub exemplars for regular rate and wage statement violations legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	01/10/2024	Finalize CMC Statement, file and serve.	0.70	\$250.00	\$175.00
Service	01/10/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/10/2024	Legal research regarding previous PAGA settlements with similar claims and pay periods for mediation valuation. Call with Plaintiff to obtain settlement authority and facts for mediation brief. Prepare for mediation.	3.80	\$850.00	\$3,230.00
Service	01/18/2024	Calculate individual damages, add individual claims to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/18/2024	Draft mediation brief. Review and analyze Defendants wage and hour policy documents. Review case demographics.	6.50	\$850.00	\$5,525.00
Service	01/19/2024	Review ROA, and Schedule remote appearance for CMC	0.10	\$250.00	\$25.00
Service	01/23/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/27/2024	Review and analyze mediation brief and all exhibits attached thereto. Review expert report and penalty analysis. Draft MOU. Prepare for mediation.	3.30	\$850.00	\$2,805.00
Service	01/29/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	01/29/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	01/30/2024	Review and Analyze: review MOU; review correspondence between parties; advise PM and CJ	0.50	\$750.00	\$375.00
Service	01/30/2024	Review settlement docs, analyze, advise AJ.	3.00	\$995.00	\$2,985.00
Service	01/30/2024	Review and analyze MOU terms. Send to Plaintiff for signature. Call with Plaintiff to discuss terms and obtain signature.	1.40	\$850.00	\$1,190.00
Service	03/19/2024	Review status of Motion for PAGA approval, call clerk, reserve motion hearing, advise PM and firm	0.50	\$550.00	\$275.00
Service	03/19/2024	Review MOU and analyze; strategize re settlement agreement; begin drafting settlement agreement.	3.00	\$750.00	\$2,250.00

Service	03/21/2024	Review status of case and claims, prior joint reports and Court procedure in preparation for drafting Joint CMC Statement	1.00	\$550.00	\$550.00
Service	03/21/2024	Draft Joint CMC Statement, advise PM, sent to OPC for review and incorporation	1.00	\$550.00	\$550.00
Service	03/21/2024	Continue analysis of Defendant's documents, create exhibits re: Solutions/ADR Agreement in prep for mediation, annotate re same	1.00	\$550.00	\$550.00
Service	03/22/2024	Evaluate status of Joint Report, follow up with OPC, finalize Joint Report and filed/ served	1.00	\$550.00	\$550.00
Service	03/25/2024	Review & analyze MOU	0.50	\$675.00	\$337.50
Service	03/26/2024	Review file; draft long form PAGA Settlement Agreement	3.25	\$675.00	\$2,193.75
Service	03/27/2024	Review file; draft long form Individual Agreement	2.50	\$675.00	\$1,687.50
Service	03/27/2024	Review long form PAGA & Individual Agreement drafts; revise & finalize drafts; email drafts to OPC; email to KN re request for Admin Quotes	1.75	\$675.00	\$1,181.25
Service	04/04/2024	Prepare for CMC, review J-CMC Statement, review status of mediation, research ROA and tentative rulings	1.00	\$550.00	\$550.00
Service	05/01/2024	Review & analyze defendant's redline edits to long form PAGA Settlement Agreement	1.50	\$675.00	\$1,012.50
Service	05/02/2024	Review & analyze defendant's redline edits to long form Individual Settlement Agreement; memo to KN re analysis of redline edits to PAGA and Individual Agreements	1.75	\$675.00	\$1,181.25
Service	05/17/2024	Confer w KN re Def. revisions to draft PAGA & Ind. Agreements; accept revisions; make additional edits to Agreements; email to OPC with latest redline Agreement drafts	2.00	\$675.00	\$1,350.00
Service	05/27/2024	Review file; begin drafting motion for approval of PAGA Settlement	3.50	\$675.00	\$2,362.50
Service	05/28/2024	Review file; continue drafting motion for approval of PAGA Settlement; email to KN re status of motion, long form agreements and current hearing date	1.50	\$675.00	\$1,012.50
Service	05/28/2024	Review issues from RE's memo; respond; draft notice of PAGA settlement; email Def	1.00	\$950.00	\$950.00
Service	05/29/2024	Confer w ND re PAGA approval motion; follow up with OPC re status of Agreement(s) redline edits	0.30	\$675.00	\$202.50
Service	05/29/2024	Review email from OPC re redline edits to Agreements; accept edits; email to OPC re Agreements	0.30	\$675.00	\$202.50
Service	05/29/2024	Finish draft of PAGA approval motion	1.00	\$675.00	\$675.00

Service	05/29/2024	Draft proposed order & judgment re PAGA approval motion; forward draft motion & order to KN for review	1.00	\$675.00	\$675.00
Service	05/30/2024	Review draft motion; email draft motion to Defendant; memo to Admin regarding declaration; review status regarding notice and double-check guidelines; email Defendant re: notice draft	1.25	\$950.00	\$1,187.50
Service	05/30/2024	Review and analyze settlement agreement terms for conformity with MOU. Conference with Plaintiff to answer questions. Follow up to obtain signature.	1.40	\$850.00	\$1,190.00
Service	06/04/2024	Draft declaration ISO motion; review exhibits for declaration; emails with Defendant regarding notice and agreement; memo to staff	3.00	\$950.00	\$2,850.00
Service	06/04/2024	Review and revise motion for PAGA approval; check court guidelines and prepare final notice draft.	2.00	\$950.00	\$1,900.00
Services Subtotal				\$121,949.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/03/2022	OneLegal/Filing Fee	1.00	\$540.49	\$540.49
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$1,215.75	\$1,215.75
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$88.55	\$88.55
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$88.55	\$88.55
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$185.55	\$185.55
Expense	12/20/2022	Onelegal/Court Fee	1.00	\$114.02	\$114.02
Expense	12/29/2022	Onelegal/Court Fee	1.00	\$114.02	\$114.02
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$1,215.75	\$1,215.75
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$185.55	\$185.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$88.55	\$88.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$88.55	\$88.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$54.55	\$54.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$54.55	\$54.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$146.05	\$146.05
Expense	03/14/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$128.69	\$128.69
Expense	07/04/2023	Filing via One Legal	1.00	\$72.07	\$72.07

Expense	12/01/2023	Mediation fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	01/20/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$92.66	\$92.66
Expense	01/31/2024	Berger Consulting Fee.	1.00	\$9,720.00	\$9,720.00
Expense	06/04/2024	Filing fee - motion.	1.00	\$60.00	\$60.00
Expenses Subtotal				\$27,253.90	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	8.0	\$895.00	\$7,160.00
Norm Blumenthal	3.0	\$995.00	\$2,985.00
Scott Blumenthal	15.8	\$450.00	\$7,110.00
Scott Blumenthal	8.2	\$325.00	\$2,665.00
Nicholas De Blouw	60.0	\$850.00	\$51,000.00
Ricardo Ehmann	20.85	\$675.00	\$14,073.75
Ricardo Ehmann	12.6	\$475.00	\$5,985.00
Charlotte James	12.5	\$550.00	\$6,875.00
Charlotte James	1.5	\$475.00	\$712.50
Christine LeVu	0.3	\$495.00	\$148.50
Piya Mukherjee	12.5	\$750.00	\$9,375.00
Piya Mukherjee	4.0	\$550.00	\$2,200.00
Kyle Nordrehaug	7.25	\$950.00	\$6,887.50
Kyle Nordrehaug	1.5	\$750.00	\$1,125.00
Victoria Rivapalacio	4.2	\$750.00	\$3,150.00
Victoria Rivapalacio	0.6	\$495.00	\$297.00
Gerardo Galaviz	0.8	\$250.00	\$200.00
Subtotal			\$149,203.15
Total			\$149,203.15

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/04/2024	\$149,203.15	\$0.00	\$149,203.15
Outstanding Balance				\$149,203.15
Total Amount Outstanding				\$149,203.15

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

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Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

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WRITERS EXT:
1004

August 10, 2022
CA2692

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

The Pennant Group, Inc.
Certified Mail #70221670000126674223
National Registered Agents, Inc.
921 South Orchard Street, Suite G
Boise, ID 83705

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. in California, including any employees staffed with Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. by a third party in California, and classified as non-exempt employees during the time period of August 10, 2021 until a date as determined by the Court. Our offices represent Plaintiff Valerie Raymond (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since April of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit.

8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

August 10, 2022
CA2692

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Sacramento River Healthcare LLC
Certified Mail #70221670000126674216
National Registered Agents, Inc.
330 N. Brand Blvd. Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. in California, including any employees staffed with Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. by a third party in California, and classified as non-exempt employees during the time period of August 10, 2021 until a date as determined by the Court. Our offices represent Plaintiff Valerie Raymond (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Sacramento River Healthcare LLC and/or South Bay Healthcare, Inc. and/or any other affiliate company of The Pennant Group, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since April of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit.

8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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August 10, 2022
CA2692

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

South Bay Healthcare, Inc.
Certified Mail #70221670000126674209
National Registered Agents, Inc.
330 N. Brand Blvd. Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6

NOTICE OF PAGA SETTLEMENT

Raymond v. Sacramento River Healthcare LLC,
Superior Court of the State of California, County of Sacramento Case No. 34-2022-00329085

ILYM Group

P.O. Box

Telephone:

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuit (the “Action”) brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiff Valerie Raymond (“Plaintiff”) acting in a private attorney general capacity against Defendants Sacramento River Healthcare LLC dba First Call Hospice and Palliative Care; South Bay Healthcare, Inc. dba Sequoia Home Health and Hospice, and The Pennant Group, Inc. (together “Defendants”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of all hourly-paid, non-exempt employees who are or previously were employed by First Call or Sequoia in the State of California during the PAGA Period, which is August 10, 2021 through [REDACTED] (the “Aggrieved Employees”).

Defendants deny all claims and allegations in the Action, deny that they owe any penalties to Plaintiff and/or the Aggrieved Employees, and asserts that they have fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release of all “Released PAGA Claims”. “Released PAGA Claims” means all claims for civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Violation of Applicable Industrial Welfare Commission Wage Order(s) pursuant to California Labor Code section 2699.5, including but not limited to costs and attorneys’ fees related thereto, that were alleged in Plaintiff’s PAGA Notice and/or the Operative Complaint filed in the Action, as well as the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in Plaintiff’s PAGA Notice and/or Operative Complaint, and those based upon the facts alleged in the PAGA Notice and/or the Operative Complaint that occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA Period. By Judgment dated _____, 2024, the Superior Court of California for the County of Sacramento approved the settlement of the Action and the Released PAGA Claims.

According to Defendants’ records, you are an Aggrieved Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. You are not allowed to opt-out of this PAGA settlement. The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for 180 days after mailing.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendants have made or will make any representations or warranties regarding

the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to ILYM Group (the Administrator) using the contact information at the top of this correspondence.