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

JONATHAN TEJEDA, on behalf of the
State of California, as a private attorney
general I,

Plaintiff,

vs.

SACRAMENTO BEHAVIORAL
HEALTHCARE HOSPITAL, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **34-2022-00332060-CU-OE-GDS**

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

Hearing Date: March 28, 2025
Hearing Time: 9:00 a.m.
Reservation # **A-332060-001**

Judge: Hon. Hon. Jill H. Talley
Dept.: 23

Action Filed: December 28, 2022
Trial Date: Not 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 Jonathan Tejeda (“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 Defendant Sacramento Behavioral Healthcare Hospital, LLC (“Defendant”) is
10 attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 A. Checklist of Approval of Class Action Settlement and/or PAGA Settlements –
12 In compliance with Sacramento Superior Court, *Local Rule 2.99.05*, I attest that (1) I have reviewed
13 the Checklist of Approval of Class Action Settlement and/or PAGA Settlements (“Checklist”) and (2)
14 Plaintiff’s motion papers were prepared in compliance with the Checklist. The following is an
15 identification of each item in the PAGA checklist with numbers corresponding to the number in the
16 checklist:

17 1. The description of the case and claims, along with the procedural
18 history is set forth below at ¶ 3.

19 2. Attached hereto as Exhibit #1 is a copy of the fully executed Agreement.

20 3. The Agreement negotiated by the Parties provides for a “Gross
21 PAGA Settlement Amount” payment in the amount of \$730,000.00, however, because the final figure
22 of PAGA Pay Periods is 15,601, under the escalator provision in paragraph 8 of the Agreement,
23 Defendant has agreed to pay the additional 13.5% amount, which is an additional \$98,550. As a result,
24 the final Gross PAGA Settlement Amount is \$828,550 to resolve the Released PAGA Claims (the
25 “PAGA Settlement”).

26 4, The following is a table of the key financial terms of the PAGA
27 Settlement and the proposed deductions (Agreement at ¶ 3.2):

1 **\$730,000** (initial Gross PAGA Settlement Amount)

2 + \$98,550 (escalator increase of 13.5%)

3 **\$828,550** (final Gross PAGA Settlement Amount)

4 - \$30,000 (PAGA Counsel Litigation Expenses Payment - not to exceed amount)

5 - \$276,183 (PAGA Counsel Fees Payment - not to exceed 1/3 of settlement)

6 - \$6,500 (Administrator Expenses Payment - not to exceed amount)

7 **\$515,867** (PAGA Payment – allocated 75% to California Labor and Workforce
8 Development Agency (“LWDA”) and 25% to the Aggrieved Employees).

9 5. No duties are being placed on the Aggrieved Employees to receive
10 payment. The Individual PAGA Payments will be mailed out automatically to all Aggrieved
11 Employees.

12 6. For purposes of this Settlement, the “Aggrieved Employees” are “all
13 individuals who are or were employed by Defendant in California and classified as a non-exempt
14 employee at any time during the PAGA Period.” (Agreement at ¶¶ 1.4). The PAGA Period is the
15 time period from October 14, 2021 through October 13, 2024. (Agreement at ¶ 1.23). For the final
16 figures, Defendant represented that there are approximately 710 Aggrieved Employees who
17 collectively worked approximately 15,601 pay periods during the PAGA Period.

18 7. Effective on the date when Defendant fully funds the entire Gross
19 PAGA Settlement Amount, the Released Parties shall be entitled to a release from all members of the
20 Aggrieved Employees of the “Released PAGA Claims”, which means all claims for PAGA penalties
21 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
22 Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the
23 PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s
24 Individual Settlement Payment which is subject to a separate release, claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
26 disability, social security, workers’ compensation, and California class claims, and PAGA claims
27 outside of the PAGA period. (Agreement at ¶5.2). The basis for the claims, the investigation
28

1 performed and how the settlement was reached before a mediator is discussed below at paragraph 3.

2 8. The scope of the release complies with *Amaro* as it is limited to the
3 claims that were alleged or could have been alleged based on the facts and allegations made in the
4 Operative Complaint and/or PAGA Notice.

5 9. The discussion of the valuation of the PAGA claim is set forth below at
6 paragraph 6 and the discussion of the risks and defenses to the PAGA claim is set forth below at
7 paragraph 7.

8 10. The PAGA Notice sent to the LWDA and email confirmation of the
9 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5.

10 11. The settlement does not have a payment plan.

11 12. Of the PAGA Payment amount, seventy-five percent (75%) (no less
12 than \$386,900.25) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
13 than \$128,966.75) will be paid to the Aggrieved Employees. The 25% payable to the Aggrieved
14 Employees results in an average recovery of \$181.64 per individual and \$8.26 per pay period. This
15 75/25 allocation is required by Labor Code §2699 because this Action was filed before June 2024, and
16 so the amendment to Labor Code §2699 does not apply.

17 13. This PAGA Settlement does not have a *cy pres* procedure. For any
18 Individual PAGA Payment check that is uncashed and cancelled after the void date, the Administrator
19 shall transmit the funds represented by such checks to the California State Controller's Unclaimed
20 Property Fund in the name of the individual who failed to cash/deposit their check. (Agreement at ¶
21 4.4.3).

22 14. In accordance with the Agreement at paragraph 4.2, within fifteen (15)
23 days of the end of the PAGA Period, Defendant will deliver the Aggrieved Employee Data to the
24 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy
25 rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the
26 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict
27 access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
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Employee Data to effect and perform under this Agreement. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4). The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. (Agreement at ¶ 4.4.1).

15. The Agreement provides for a fee award not to exceed one-third (1/3) of the Gross PAGA Settlement Amount, which as discussed below at paragraphs 8 and 13, is a reasonable fee when measure by the percentage of recovery and when measured by a lodestar cross-check.

16. See paragraph 8-10 below.

- a. See paragraph 10(d) below and Exhibit #3 hereto.
- b. See paragraph 8 below and Exhibit #2 hereto.
- c. See Exhibit #2 hereto.
- d. See Exhibit #2 hereto.
- e. See paragraph 10(d) below.
- f. See paragraph 9 below and Exhibit #2 hereto.
- g. See paragraph 8 below and Exhibit #2 hereto.

17. See pages 10-11 of the Motion.

18. See paragraph 9 below.

19. This PAGA Settlement does not provide for an incentive or service award. In addition to and separate from the Gross PAGA Settlement Amount, Defendants has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement") (Agreement at ¶ 2.2). The individual claims were

not at issue in this action but were brought in the separate arbitration matter (JAMS Ref. No.: 5130000437). These individual claims 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 an Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

20. Besides this Action, I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. Besides this Action, I am aware of one other related case pending against Defendant which would be impacted by this settlement. The previously filed related action, *Morris v. Sacramento Behavioral Healthcare Hospital*, Sacramento Case No. 34-2022-00330937, is pending before this Court and the parties reached a settlement of the class claims in that case for which a motion for preliminary approval is scheduled before this Court. I understand that the PAGA claim in *Morris* will be dismissed providing the settlement in the present case is approved. The Defendant was named in another action filed February 16, 2024 entitled *Fowler v. Sacramento Behavioral Healthcare Hospital*, Sacramento Case No. 24CV002866, along with many other defendants. The *Fowler* action was filed by the same attorney as in the *Morris* action, and arbitration was compelled in the *Fowler* action. The *Fowler* action is limited to a single issue under the Healthy Workplaces, Healthy Families Act of 2014. I am not sure whether the *Fowler* case will be impacted by this settlement.

3. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on October 14, 2022, on behalf of Plaintiff, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. The PAGA Notice sent to the LWDA and email confirmation of the submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. The 65-day notice period for the LWDA to notify of its intent to investigate expired on December 18, 2022. On December 28, 2022, Plaintiff filed a Representative Action Complaint in this Court against Defendant Sacramento Behavioral Healthcare Hospital, LLC

1 alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code
2 §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with Hon. Carl J. West (Ret.). Prior to
3 the mediation, the Parties conducted significant investigation and informal discovery of the facts and
4 law. Defendant produced hundreds of documents relating to its policies, practices, and procedures
5 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
6 payroll and operations policies, and more. Plaintiff was provided with sufficient records and data to
7 determine the number of Aggrieved Employees and the number of pay periods in the PAGA Period.
8 The Parties agree that the above-described investigation and evaluation, as well as the information
9 exchanged during the settlement negotiations, are more than sufficient to assess the merits of the
10 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff's theory of
11 PAGA liability as argued at mediation alleged that Defendant is liable for miscalculating overtime and
12 sick pay as a result of not including certain remunerations into the regular rate. For example, the
13 following additional remunerations were not fully incorporated into the regular rate for the purpose of
14 paying the correct overtime: Bonus (1,806 payments, \$706,111), Retention COVID-19 (148 payments,
15 \$142,250), REG Night - NOC (2,797 payments, \$173,494), REG Eve - PM (6,543 payments,
16 \$148,675), REG Wknd - Night - NOC (1,776 payments, \$99,229), REG Wknd - Day (3,837 payments,
17 \$89,878), REG Wknd - Eve (4,285 payments, \$84,515), Trainer Diff (549 payments, 17,200),
18 Supervisor (96 payments, \$9,439), OT Eve - PM (1,862 payments, \$19,219), OT Wknd - Eve (1,353
19 payments, \$16,397), OT Wknd - Night - NOC (708 payments, \$11,028), OT Night - NOC (727
20 payments, \$7,913), OT Wknd - Day (1,219 payments, \$6,443), DBL - Eve - PM (2,871 payments,
21 \$8,167), DBL Wknd - Eve (1,757 payments, \$7,302), DBL Night - NOC (1,393 payments, \$2,248),
22 DBL Wknd - NOC (726 payments, \$1,670), DBL Wknd - Day (52 payments, \$71). Plaintiff's expert
23 determined that 59.8% of Aggrieved Employees and 22% of pay periods had overtime and additional
24 remunerations earned or had weighted average rate issues. Plaintiff alleged there was also unpaid sick
25 pay due from not including the above remunerations in the regular rate and from weighted averages.
26 There were sick and meal premium underpayments due from the bonuses and weighted averages.
27 Plaintiff's expert determined that (1) 41.7% of Aggrieved Employees and 5.4% of pay periods have
28

1 unpaid sick pay due to regular rate and (2) 47.1% of employees and 13% of pay periods have unpaid
2 meal premiums due to regular rate. Moreover, Plaintiff alleged he was required to work off the clock.
3 For example, Plaintiff and the Aggrieved Employees were always subjected to cancellations or
4 modifications. Defendant, however, never paid any reporting time premiums for sessions that were
5 called off. Defendant also allowed Aggrieved Employees to be subjected to a deluge of off-the-clock
6 calls and text messages. Plaintiff was never paid a premium for on duty rest breaks to which Defendant
7 admitted the Aggrieved Employees were subjected. Plaintiff alleges Defendant was never obviated of
8 the duty to *record* all the On Duty Meal Periods that occurred. The failure to maintain these records
9 means that even on duty meal periods did not occur and, as a result, Defendant's wage statements are
10 also inaccurate. The time punch records reflect a meal break violation rate assuming waiver of 44.1%
11 of shifts greater than 6 hours (24,487 unique violations out of 55,530 shifts greater than 6 hours). The
12 pay data reflects meal break premiums paid for 4,538 instances, therefore roughly 18.5% of facial
13 violations have had a premium paid. The 24,487 unique meal break violations include 16,942 late
14 (after 5th hour), 2,045 missed (for shifts greater than 6 hours), 758 short (under 30 minutes), and
15 11,978 missed 2nd meal breaks (for shifts greater than 12 hours). 52.9% of recorded meals are exactly
16 30 minutes long, which are not included as violations. PAGA penalties for L.C. 512 / 226.7 are
17 calculated at \$100 for each violation with 56.8% of pay periods in the PAGA period exhibiting at least
18 one meal break violation after meal premium offsets. Plaintiff's meal violation rate assuming waiver
19 is 52.5%. There are 32 total violations, including 2 late first meals, 2 missed first meals, 3 short first
20 meals, and 30 missed second meals. 84.7% of Plaintiff's meals are exactly 30 minutes long, which are
21 not included as violations. Plaintiff's pay data reflects 1 meal premium paid (1.6% of the violations).
22 Defendant maintained that it always complied with applicable wage and hour regulations.
23 Specifically, Defendant argued that its policies, documents, and expert analysis supported a conclusion
24 that the calculation of the regular rate and weighted averages accounted for all applicable remuneration
25 consistent with applicable law. On October 14, 2022, the Parties engaged in an all-day mediation
26 session before Mediator Hon. Carl J. West (Ret.), a respected and experienced mediator
27 knowledgeable of both the wage and hour laws and representative claims at issue in this action.

1 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
2 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of
3 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all known
4 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
5 not being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
6 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and potential
7 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
8 the assistance of Mediator West.

9 4. The claim before this Court is solely the representative claim under PAGA on behalf
10 of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject
11 to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement
12 negotiated by the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
13 \$730,000 to resolve the Released PAGA Claims, which is increased by \$98,550 as a result of the
14 Escalator, to the final amount of \$828,550 (hereinafter referred to as the “PAGA Settlement”). From
15 this PAGA Settlement of \$828,550, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
16 Payment”) in the amount of \$276,183 (which is one-third of the PAGA Settlement), reimbursement
17 of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an amount not to exceed
18 \$30,000, and the expense of settlement administration (“Administration Expenses Payment”) not to
19 exceed \$6,500. (Agreement at ¶¶ 3.2.1-3.2.3).² After these deductions, the amount remaining is the
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21 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
22 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
23 (“Individual Settlement”) (Agreement at ¶ 2.2). The individual claims were not at issue in this action
24 and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins*
25 *Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an
Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies”
nor resolve the PAGA claims.).

26 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder of these
28 amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent the Administration Expenses
are less, or the Court approves payment less than \$6,500, the Administrator will allocate the remainder
of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

1 “PAGA Payment”, which is estimated to be no less than \$515,867. Of the PAGA Payment amount,
2 seventy-five percent (75%) (no less than \$386,900.25) will be paid to the LWDA and the remaining
3 twenty-five percent (25%) (no less than \$128,966.75) will be paid to the Aggrieved Employees.³ The
4 25% payable to the Aggrieved Employees results in an average recovery of \$181.64 per individual
5 and \$8.26 per pay period. The Individual PAGA Payment for each Aggrieved Employee is based on
6 the number of pay periods each Aggrieved Employee worked during the PAGA Period.⁴ The PAGA
7 Period is the time period from October 14, 2021 through October 13, 2024. (Agreement at ¶ 1.23).
8 For the final figures, Defendant represented that there are approximately 710 Aggrieved Employees
9 who collectively worked approximately 15,601 pay periods during the PAGA Period. Effective on
10 the date when Defendant fully funds the entire Gross PAGA Settlement Amount, the Released Parties
11 shall be entitled to a release from all members of the Aggrieved Employees of the “Released PAGA
12 Claims”, which means all claims for PAGA penalties that were alleged, or reasonably could have been
13 alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by
14 Plaintiff to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims
15 expressly excludes all other claims, including Plaintiff’s Individual Settlement Payment which is
16 subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers’
18 compensation, and California class claims, and PAGA claims outside of the PAGA period.
19 (Agreement at ¶5.2).

20 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
21 (\$276,183), and PAGA Counsel Litigation Expenses in an amount not to exceed \$30,000 will also be
22 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
23

24 ³ “Aggrieved Employees” means all individuals who are or were employed by Defendant in California
25 and classified as a non-exempt employee at any time during the period from October 14, 2021 through
October 13, 2024. (Agreement at ¶¶ 1.4, 1.23).

26 ⁴ See Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA Payment by (a)
27 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by the total number
28 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 2699(g)(1), as set forth in the Agreement.⁵ Lastly, payment to the Administrator in an amount not to
2 exceed \$6,500 to perform the administrative duties to distribute the settlement money shall also be
3 paid.

4 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
5 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
6 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$828,550 is
7 more than other PAGA settlements as it constitutes approximately \$53 per pay period. With the
8 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
9 penalties was potentially \$1,250,000 based on 12,500 pay periods applicable at mediation.⁶ As a result
10 of the increase in PAGA Pay Periods in the final figures to 15,601 for which Defendant is pay the
11 additional \$98,550, the revised maximum amount of statutory PAGA civil penalties was potentially
12 \$1,560,100. As a result, the Gross PAGA Settlement Amount compares favorably to this potential
13 maximum recovery. Importantly, however, these calculations were performed at the maximum
14 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower
15 rate. California Labor Code Section 2699(e)(2) permits a Court to award a lesser amount than the
16 maximum civil penalty if based on the facts and circumstances to do otherwise would result in an
17 award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30
18 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for
19 a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
20 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
21 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
22 penalties would be only \$78,005, which is far less than this settlement provides.

23
24 ⁵ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
25 in the current amount of \$141,300, which is less than the cost allocation in the Agreement. See
Declaration of Nordrehaug at ¶ 9.

26 ⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$1,250,000 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.

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

1 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
2 to look out for its own rights.

3 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the
4 amount of \$276,183 representing one-third of the \$828,550 Gross PAGA Settlement Amount. PAGA
5 does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that the
6 payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
7 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the
8 requested fees and costs are reasonable. First, the requested fees are justified by the result achieved.
9 PAGA Counsel negotiated a recovery of \$828,550.00, and this result justifies the requested fees equal
10 to one third of this recovery. This percentage is within the standard contingent recovery percentage
11 of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
12 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App.
13 5th 521, 545 (2021) (recognizing that “fee awards in class actions average around one-third of the
14 recovery” regardless of “whether the percentage method or the lodestar method is used.” (*quoting*
15 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))). Second, the fee award is justified by
16 the work performed and contributions to the case. The fee award represents PAGA Counsel's current
17 lodestar of \$141,300 with a reasonable multiplier of less than 2, with significant additional work to be
18 performed such that the multiplier will ultimately be even less. As detailed in the accompanying billing
19 statement, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for
20 my firm in this court matter as of March 4, 2025 is \$141,300 for more than 203.95 hours of work
21 prosecuting the claims being resolved by this Settlement. This time does not include time incurred
22 after the billing was finalized and the time spent managing the completion of the settlement, which I
23 estimate will add another \$20,000.00 in additional lodestar. Third, the consideration of the
24 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
25 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
26 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
27 award is less than the lodestar, there can be no question of the reasonableness of the award.

9. The award of litigation expenses is based upon the actual expenses incurred by PAGA Counsel, which currently are \$22,723.62 which is less than the \$30,000.00 allocation for costs in the Agreement, so the difference of \$7,276.38 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of \$22,723.62 were all reasonably necessary to the litigation and are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

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

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

1 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

2 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
3 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
4 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
5 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
6 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
7 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
8 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
9 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
10 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
11 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
12 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
13 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
14 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
15 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
16 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
17 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
18 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
19 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
20 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
21 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
22 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
23 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
24 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
25 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
26 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) Gurnick
27 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
28

1 Superior Court for the County of San Mateo, Case No. 22-CIV-01185), (xi) Elica Health Centers in
2 the amount of \$700,000 (*Garcia v. Elica Health Centers*, Superior Court for the County of
3 Sacramento, Case No. 34-2022-00316193), and (xii) Caliber Holdings in the amount of \$4,090,000
4 (*Garcia v. Caliber Holdings*, Superior Court for the County of Placer, Case No. S-CV-0050365.
5 Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience
6 counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay
7 period basis than similar settlements that my firm has previously negotiated, and which courts have
8 approved.

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

1 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
2 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
3 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
4 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
5 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
6 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
7 No. 30-2008-00231219 (Nov. 23, 2009).

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

26 (e) **Paralegals.** Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for
27
28

1 the services performed by its paralegals, Adolfo Sanchez Contreras⁷ and Yesenia Silva. The
2 paralegals have satisfied the requirements of California Business & Professional Code section 6450 et
3 seq., including qualifications and continuing legal education. In the last two years, Sanchez Contreras
4 and Silva completed the requisite four hours of mandatory continuing legal education in legal ethics
5 and four hours of mandatory continuing legal education in either general or in an area of specialized
6 law in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250
7 per hour charged for these paralegals at my firm are the reasonable and usual hourly rates charged by
8 these paralegals at my firm for services in California and are based upon the Laffey Matrix.

9 (i) Adolfo Sanchez Contreras (“Sanchez Contreras”) has nine (9) years of
10 paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. In
11 2015, Sanchez Contreras earned a certificate of completion of the paralegal program at University of
12 San Diego, a paralegal program approved by the American Bar Association. Prior to his attorney
13 admission to the California State Bar on January 26, 2024, Sanchez Contreras worked as a paralegal
14 at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15 (ii) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
16 practice area of Civil Litigation and Wage and Hour Class Actions. Silva holds a baccalaureate degree
17 from the University of California, Santa Barbara. Silva has more than one year of law-related
18 experience under my supervision. I have been an active member of the State Bar of California since
19 January of 2000. I attest that Silva is qualified to perform paralegal tasks and services.

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. These are the reasonable and usual hourly rates charged by the attorneys at my
23 firm for wage and hour work in California. My firm's hourly rates are based upon the Laffey Matrix
24 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
25 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by
26 Court’s throughout California, including the Courts in the Superior Court of California. In fact, on

27 ⁷ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to his admission,
28 Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally
2 appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District
3 of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
4 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
5 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
6 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775
7 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
8 reasonable rates when compared within 21 other firms practicing in the Southern District of
9 California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable
10 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted
11 above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
12 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in
13 many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates
14 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
15 counsel in these types of cases, in years past, historically charged between \$900 and \$750 for partners
16 and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work are less
17 than these examples and are therefore undoubtedly reasonable.

18 13. Some of the class action awards obtained by Class Counsel in similar employment
19 actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-
20 third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour*
21 *Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity*
23 *Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019,
25 in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
26 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
27 December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case
28

1 No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage
2 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
5 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
6 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021,
7 in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue
8 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8,
9 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge
10 David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17,
11 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004)
12 Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On
13 April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665)
14 Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On
15 June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
16 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
17 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
18 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage
19 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
20 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
21 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
22 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
23 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.
24 On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No.
25 JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement.
26 On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case
27 No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
28

1 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
2 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
3 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
4 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award
5 in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San
6 Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third
7 fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
8 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-
9 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*
10 *Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney
11 awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango*
12 *v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
13 William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023,
14 in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
15 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
16 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692),
17 Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November
18 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-
19 02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A
20 fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have
21 been awarded in other similar cases.

22
23 14. LWDA - The PAGA Notice sent to the LWDA and email confirmation of the
24 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. Included with the
25 PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In
26 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
27 proof of service. The email receipt for the service of the Agreement on the LWDA is attached hereto
28

1 as Exhibit #6.

2
3 15. Settlement Administration – ILYM Group was selected as the Settlement
4 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
5 in the amount of \$5,850. The Declaration of Anthony Rogers from ILYM Group is submitted herewith
6 in support of this motion which includes their qualifications and the estimate for administration. I
7 have used ILYM Group successfully as the administrator in more than twenty prior settlements in the
8 last couple years and know them to be competent and experienced.

9
10 16. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
11 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 4th day of March, 2025, at San Diego, California.

15
16 /s/ Kyle Nordrehaug
17 Kyle Nordrehaug
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jonathan Tejada (“Plaintiff”) and defendant Sacramento Behavioral Healthcare Hospital, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jonathan Tejada v. Sacramento Behavioral Healthcare Hospital, LLC* (Case No. 34-2022-332080) initiated on December 28, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means IYLM 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 individuals who are or were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Sacramento.

- 1.9. “Defendant” means named defendant Sacramento Behavioral Healthcare Hospital, LLC.
- 1.10. “Defense Counsel” means Stephen L. Raucher and Maria Hutt of the law firm of Reuben Raucher & Blum.
- 1.11. “Effective Date” means the later of November 15, 2024 or the date upon which the Court signs the Approval Order.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$730,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.20. “PAGA Notice” means plaintiff Jonathan Tejeda’s October 14, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: 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 the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from October 14, 2021 through October 13, 2024.
- 1.24. “Plaintiff” means Jonathan Tejeda, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, parents, subsidiaries, affiliates, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On December 28, 2022, Plaintiff Tejeda commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not 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 the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the 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 is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On August 13, 2024, the Parties participated in an all-day mediation presided over by Honorable Carl J. West (ret.) which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$730,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 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 Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently

estimated to be \$243,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,500 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 \$6,500, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$450,167 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$337,625.25) allocated to the LWDA PAGA Payment and 25% (no less than \$112,541.75) 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates Aggrieved Employees worked a total of 12,500 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the end of the PAGA Period, Defendant will deliver the Aggrieved Employee Data to the Administrator

in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously 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. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 180 days after the date of mailing), when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is

uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s Individual Settlement Payment which is subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA period.

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)); and (iv) 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 are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order 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.
- 6.4 Dismissal of Arbitration. The Parties shall file a stipulation for dismissal of the pending arbitration, JAMS Case No.: 5130000437, promptly after Court approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected IYLM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, IYLM 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, Defendant estimates that, as of the date of this Agreement, (1) there are 585 Aggrieved Employees who worked 12,500 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for approval. In the event the actual number of PAGA Pay Periods escalate beyond 10% more than 12,500, either the Gross PAGA Settlement Amount will increase proportionally, or Defendant may agree to a release end date as of the accrual of 12,500 PAGA Pay Periods plus 10%.

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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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

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 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, Hon. Carl West (Ret.), 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, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. 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 Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 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 Defendant: REUBEN RAUCHER & BLUM
Stephen L. Raucher
sraucher@rrbattorneys.com
Maria Hutt
mhutt@rrbattorneys.com
12400 Wilshire Boulevard, Suite 800
Los Angeles, California 90025
Telephone: (310) 777-1990
Facsimile: (310) 777-1989

- 10.16 Execution in Counterparts. This 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 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.
- 10.19 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 and their counsel hereby execute this Agreement.

Dated: 10/25/2024

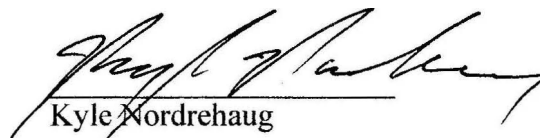

Jonathan tejeda (Oct 25, 2024 12:03 PDT)
Plaintiff Jonathan Tejada

Dated: _____

[name]
For Defendant Sacramento Behavioral Healthcare Hospital, LLC

APPROVED AS TO FORM:

Dated: 11/4/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

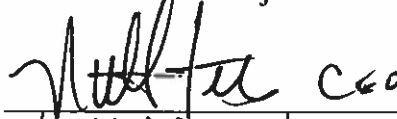
Dated: _____

Stephen L. Raucher
Maria Hutt
Reuben Raucher & Blum
Attorneys for Defendant

Dated: _____

Plaintiff Jonathan Tejada

Dated: 11-4-24


NATHAN JENSEN [name]

For Defendant Sacramento Behavioral Healthcare Hospital, LLC

APPROVED AS TO FORM:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Stephen L. Raucher
Maria Hutt
Reuben Raucher & Blum
Attorneys for Defendant

Dated: _____

Plaintiff Jonathan Tejada

Dated: _____

[name]

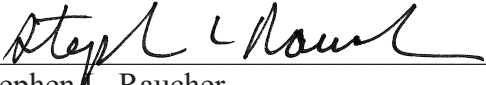
For Defendant Sacramento Behavioral Healthcare Hospital, LLC

APPROVED AS TO FORM:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/04/2024



Stephen L. Raucher
Maria Hutt
Reuben Raucher & Blum
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/04/2025
Due On: 04/03/2025

Jonathan Tejada
112 King Road
Roseville, CA 95678

CA2775

Sacramento Behavioral Healthcare Hospital, LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	09/27/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Status conference with Plaintiff.	3.90	\$850.00	\$3,315.00
NDB	09/28/2022	Review documents and emails from Plaintiff regarding workplace retaliation and DFEH claims. Review recent court decisions and verdicts regarding the same. Call with Plaintiff to obtain facts.	3.70	\$850.00	\$3,145.00
NDB	09/29/2022	Review and analyze entire employment file for legal claims. Analyze all wage statements for 226(a) violations. Analyze regular rate claims. Legal research regarding the same.	4.50	\$850.00	\$3,825.00
NDB	10/01/2022	Review facts and law. Draft complaint.	4.40	\$850.00	\$3,740.00
NDB	10/03/2022	Draft complaint. Add 2802 allegations and revise rest break claims.	4.60	\$850.00	\$3,910.00
NDB	10/05/2022	Send complaint to Plaintiff for approval to file. Call with Plaintiff to discuss revisions to complaint.	1.20	\$850.00	\$1,020.00
NDB	10/06/2022	Review complaint and case file. Draft internal case notes memo detailing facts and claims.	2.10	\$850.00	\$1,785.00
NDB	10/14/2022	Review PAGA claims. Draft PAGA notice. Upload PAGA notice to LWDA website. Status update to	2.00	\$850.00	\$1,700.00

Plaintiff.					
NDB	11/05/2022	Analyze arbitration agreement and its terms. Conference with Plaintiff to discuss facts surrounding the signing of arbitration agreement. Legal research regarding enforceability and procedural and substantive unconscionability.	3.10	\$850.00	\$2,635.00
RE	12/19/2022	Review arb agreement; confer with CL & ND re next steps as to class and/or paga actions	0.75	\$675.00	\$506.25
RE	12/26/2022	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	12/26/2022	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
SB	12/26/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	12/27/2022	Draft PAGA-Only Representative Action Complaint	4.50	\$675.00	\$3,037.50
RE	12/27/2022	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
RE	12/27/2022	Review & finalize paga only complaint package; file in Sac. Sup Ct.	0.75	\$675.00	\$506.25
NDB	12/27/2022	Review and analyze PAGA notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
SB	12/29/2022	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	01/05/2023	Review court returned documents; review docket; memo to firm re judicial/departments assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	01/05/2023	Provide notice to LWDA; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
ASC	01/06/2023	Add case to spreadsheets	0.30	\$250.00	\$75.00
ASC	01/10/2023	Add notice of complex case to service folder for RE to serve (Case not served yet) // email RE re please pay fee	0.20	\$250.00	\$50.00
RE	01/18/2023	Prepare initial documents for service of process; prepare Notice & Acknowledgment of Receipt; email to d/c Stephen Raucher; instruct staff to mail hard copy per code re paga action	0.80	\$675.00	\$540.00
ASC	01/23/2023	Review status of case and update spreadsheet re complaint served, add FC to file	0.20	\$250.00	\$50.00
RE	02/02/2023	Prepare proof of service of summons w Notice & Acknowledgment of Receipt; file in Sac. Sup Ct; memo to firm re post service written discovery	0.60	\$675.00	\$405.00
RE	02/08/2023	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50

RE	02/09/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	02/09/2023	Review & finalize class action complaint package; file in Sac. Sup. Ct.	0.60	\$675.00	\$405.00
CL	02/14/2023	Email from S. Raucher re: extension on responsive pleadings and electronic service.	0.30	\$750.00	\$225.00
CL	02/21/2023	Review and analyze notice of related case.	0.20	\$750.00	\$150.00
RE	02/21/2023	Review court returned docs; review docket re class action; review notice of complex determination; memo to firm re judicial/ department assignment and status of initial CMC	0.50	\$675.00	\$337.50
ASC	02/23/2023	Draft oppo to notice of related case filed by a Plaintiff of a class action	0.50	\$250.00	\$125.00
CL	02/24/2023	Review and analyze Morrissey Complaint in preparation for opposition to notice of related case; discuss with Andy re: same.	0.30	\$750.00	\$225.00
AR	02/24/2023	Multiple correspondence regarding related case; retrieve and review pleadings and LWDA correspondence.	1.00	\$550.00	\$550.00
AR	02/24/2023	Draft opposition to notice of related case.	1.20	\$550.00	\$660.00
CL	02/24/2023	Emails to S. Raucher re: meet and confer re: extension re: time to respond to PAGA complaint and dismissal of class action.	0.60	\$750.00	\$450.00
CL	02/28/2023	Email from S. Raucher re: stipulation to submit to arbitration and stay pending Adolph.	0.20	\$750.00	\$150.00
CL	02/28/2023	Email from S. Raucher re: stipulation to submit to arbitration and stay pending Adolph.	0.20	\$750.00	\$150.00
ASC	02/28/2023	Add new case to spreadsheets and set up courtlink	0.30	\$250.00	\$75.00
ASC	02/28/2023	Draft POS	0.20	\$250.00	\$50.00
ASC	03/01/2023	Draft RFD class action	1.00	\$250.00	\$250.00
ASC	03/01/2023	Draft Stip to submit PAGA case to arb and stay pending Adolph	1.00	\$250.00	\$250.00
CL	03/02/2023	Draft and revise Stipulation to Submit to Arbitration.	0.60	\$750.00	\$450.00
CL	03/02/2023	Emails from S. Raucher re: Stipulation to Submit to Arbitration.	0.30	\$750.00	\$225.00
CL	03/02/2023	Emails from/to S. Raucher re: meet and confer re: language of Stipulation to Submit to Arbitration and law and motion practice.	0.30	\$750.00	\$225.00

CL	03/06/2023	Email from/to S. Raucher re: stipulation to compel arbitration.	0.30	\$750.00	\$225.00
CL	03/06/2023	Finalize Stipulation to Arbitrate and Stay pending Adolph.	0.30	\$750.00	\$225.00
CL	03/07/2023	Email from N. Quach re: joint stipulation to arbitrate.	0.20	\$750.00	\$150.00
ASC	03/08/2023	Set up courtlink re stay pending arb (PAGA)	0.20	\$250.00	\$50.00
CL	03/09/2023	[PAGA] Review and analyze Complex Case Management Procedures.	0.30	\$750.00	\$225.00
CL	03/09/2023	Receipt and review Complex Case Management Procedures.	0.20	\$750.00	\$150.00
CL	03/10/2023	[Class] Finalize Request for Dismissal and 3.770 Declaration.	0.50	\$750.00	\$375.00
ASC	03/10/2023	Email CTL re file RFD?	0.20	\$250.00	\$50.00
RE	04/03/2023	Review file; confer w ND re dismissal of class case; email to AJ/CL re dismissal issues	0.50	\$675.00	\$337.50
ASC	04/06/2023	Add case to arb spreadsheet	0.30	\$250.00	\$75.00
ASC	06/01/2023	Update spreadsheet re arb	0.20	\$250.00	\$50.00
ASC	06/07/2023	Add c'd order re dismissal of class action to file	0.20	\$250.00	\$50.00
AR	07/31/2023	Review file and docket for status of CMC and stay; draft summary correspondence.	0.60	\$550.00	\$330.00
AR	08/14/2023	Review docket and orders regarding stay of matter and CMC; draft multiple follow up correspondence.	0.60	\$550.00	\$330.00
ASC	08/15/2023	Call dept 27 916-874-6697 re CMC coming up 8/31 but case is stayed per stip to arb, left a vm	0.30	\$250.00	\$75.00
AR	08/15/2023	Review file for onboarding; review and outline file and orders for status; draft joint case management statement and submit to opposing counsel for review.	1.30	\$550.00	\$715.00
AR	08/16/2023	Follow up correspondence with opposing counsel regarding joint statement; revise, finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
ASC	08/23/2023	Update POS re remove Evan and add Maria Hutt	0.20	\$250.00	\$50.00
ASC	08/25/2023	PAGA - Review status of case, confirm hearing still on calendar 8/31/23, set up remote appearance for AGR	0.20	\$250.00	\$50.00
AR	08/30/2023	Retrieve and review tentative ruling; correspondence with opposing counsel regarding	0.50	\$550.00	\$275.00

		appearance; draft and circulate summary.			
CL	11/06/2023	Email from/to S. Raucher re: meet and confer re: discovery.	0.30	\$750.00	\$225.00
ASC	11/28/2023	Follow up with OPC re agreeing to mediation	0.30	\$250.00	\$75.00
ASC	12/13/2023	Email OPC re follow up to see if Defendant agreeable to mediation	0.20	\$250.00	\$50.00
ASC	01/08/2024	Email OPC re follow up on class size to schedule mediation	0.20	\$250.00	\$50.00
CL	01/10/2024	Receipt and review notice of department relocation	0.20	\$750.00	\$150.00
CL	01/17/2024	Email from S. Raucher re: meet and confer re; possible mediators and class list.	0.20	\$750.00	\$150.00
ASC	01/18/2024	Update file re class size and potential mediation	0.20	\$250.00	\$50.00
CL	01/23/2024	Receipt and review notice of department relocation.	0.20	\$750.00	\$150.00
YS	01/23/2024	[PAGA] Prepare POS for Notice of dept relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
ASC	01/26/2024	Email OPC re mediation	0.20	\$250.00	\$50.00
CL	02/05/2024	Email from S. Raucher re: Stipulation to Stay Pending Mediation; Review and analyze Stipulation to Stay Pending Mediation.	0.40	\$750.00	\$300.00
ASC	02/07/2024	Check and confirm 8/1324 available for mediation	0.20	\$250.00	\$50.00
ASC	02/07/2024	Email OPC re stip to stay pending mediation OK	0.20	\$250.00	\$50.00
ASC	02/07/2024	Review and execute on behalf of CTL stip to stay arb and vacate hearing	0.20	\$250.00	\$50.00
ASC	03/12/2024	Draft mediation data request	0.50	\$450.00	\$225.00
ASC	03/12/2024	Review and organize documents, prepare exhibit book	2.00	\$450.00	\$900.00
ASC	03/12/2024	Finalize and serve mediation data request	0.30	\$450.00	\$135.00
CL	03/18/2024	Email form S. Raucher re: service list.	0.20	\$750.00	\$150.00
ASC	03/20/2024	Calendar mediation data reminders to follow up with OPC	0.20	\$450.00	\$90.00
AR	04/24/2024	Receive and review correspondence from client; draft follow up correspondence with VR.	0.40	\$550.00	\$220.00
YS	07/12/2024	Review mediation data received from Defs. Prepare folder in Box. Upload data. Update file with data. Email to expert re new Box folder	1.00	\$250.00	\$250.00

ASC	07/12/2024	Email to S. Raucher re mediation data	0.30	\$450.00	\$135.00
ASC	07/12/2024	Conference with Y. Silva re sharing mediation data with expert	0.30	\$450.00	\$135.00
ASC	07/16/2024	Review SBHH 000248 - 256	0.50	\$450.00	\$225.00
ASC	07/16/2024	Summarize documents and case notes for mediation	1.00	\$450.00	\$450.00
NDB	07/20/2024	Review and analyze data for mediation purposes. Analyze court docket and case file and all discovery produced to date. Review Defendant's wage and hour written policy documents. Conference with Plaintiff to discuss background facts for mediation and obtain settlement authority. Legal research - prepare for mediation.	5.40	\$850.00	\$4,590.00
ASC	07/22/2024	Review correspondence from JAMS re deadline for respondent's arbitration payment	0.30	\$450.00	\$135.00
NDB	07/25/2024	Review all pay stub exemplars for overtime and wage statement claims. Legal research regarding recent court opinions and previous verdicts.	3.70	\$850.00	\$3,145.00
YS	07/29/2024	Review updated mediation data received from Defs. Update Box folder with data. Updated case file with data. Email to expert re new data. Organize and update exhibit book.	1.00	\$250.00	\$250.00
ASC	07/30/2024	Review correspondence from S. Raucher re incorrect mediation data, verify accuracy	0.50	\$450.00	\$225.00
ASC	07/30/2024	Email to C. Li re new dates and number og EEs for analysis	0.50	\$450.00	\$225.00
CL	08/01/2024	Email from C. Barrios re: mediation participation and zoom.	0.10	\$750.00	\$75.00
NDB	08/01/2024	Review time punch data for meal break claims. Legal research regarding the same and previous settlements with similar pay periods and aggrieved employees for mediation valuation.	3.10	\$850.00	\$2,635.00
YS	08/02/2024	Review status of case, Confirm 8/13 Mediation still on calendar, schedule reminder text to AJ	0.20	\$250.00	\$50.00
SB	08/02/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
NDB	08/04/2024	Begin drafting mediation brief. Review case demographics and draft MOU for mediation. Status update to Plaintiff.	5.50	\$850.00	\$4,675.00
SB	08/05/2024	Speak with client about claims, calculate individual damages, advise AJB	2.80	\$450.00	\$1,260.00
ASC	08/05/2024	Telephone call with J. Tejeda re notes for	1.00	\$450.00	\$450.00

mediation					
ASC	08/05/2024	Review defendants docs produced for mediation, organize and prepare for exhibit book	3.00	\$450.00	\$1,350.00
ASC	08/05/2024	Email to and from S. Raucher re confirmation of number of non-exempt employees	0.50	\$450.00	\$225.00
ASC	08/05/2024	Email to and from B. Berger re number of non-exempt employees	0.30	\$450.00	\$135.00
ASC	08/05/2024	Finalize case notes, harassment sheet and intake notes for mediation	2.00	\$450.00	\$900.00
SB	08/06/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
AB	08/06/2024	Finalize and file mediation brief.	6.00	\$895.00	\$5,370.00
ASC	08/06/2024	Telephone call with Plaintiff regarding failure to reimburse, use of personal cell phone, screenshot	0.50	\$450.00	\$225.00
ASC	08/06/2024	Receive, organize, bates stamp additional records from Plaintiff for mediation	0.50	\$450.00	\$225.00
NDB	08/12/2024	Review all mediation materials including briefs and exhibits thereto in preparation for mediation. Analey expert penalty report and notes and assumptions.	2.90	\$850.00	\$2,465.00
YS	08/13/2024	Sent text message to AJ re mediation reminder	0.10	\$250.00	\$25.00
AB	08/13/2024	Prep and appear for mediation. Draft/circulate MOU.	8.00	\$895.00	\$7,160.00
YS	08/13/2024	Update internal spreadsheet re class info with class info provided in mediation data	0.10	\$250.00	\$25.00
SB	08/13/2024	Attend mediation	8.00	\$450.00	\$3,600.00
NB	08/14/2024	Review MOU, analyze re approval issue. Advise AJ.	2.75	\$995.00	\$2,736.25
ASC	08/14/2024	Review and discuss questions about settlement agreement with plaintiff	1.00	\$450.00	\$450.00
ASC	08/15/2024	Communicate with client re MOU and name spelling	0.30	\$450.00	\$135.00
NDB	08/15/2024	Review mediation notes and MOU terms. Conference with Plaintiff to discuss settlement amounts and terms. Send MOU for signature. Follow up for signature.	1.40	\$850.00	\$1,190.00
ASC	08/16/2024	Discuss terms of settlement agreement with J. Tejeda	0.50	\$450.00	\$225.00
YS	08/16/2024	Review status of case, Confirm 8/21 Arb CMC still	0.30	\$250.00	\$75.00

		on calendar, circulate info to appear via remotely			
CL	08/19/2024	Email from S. Raucher re: taking arbitration CMC off calendar due to settlement.	0.20	\$750.00	\$150.00
ASC	08/19/2024	Discuss terms of settlement and next steps with J. Tejeda	0.50	\$450.00	\$225.00
CL	08/26/2024	Email to/from T. Rogers requesting estimate for Administration of PAGA Settlement.	0.30	\$750.00	\$225.00
CL	08/26/2024	Email to/from S. Hardft requesting estimate for Administration of PAGA Settlement.	0.30	\$750.00	\$225.00
CL	08/26/2024	Draft Long Form Settlement Agreement; Review and analyze pleadings and Memorandum of Understanding in preparation for same.	3.90	\$750.00	\$2,925.00
CL	08/27/2024	Email from Apex re: estimate; Review and analyze bid estimate for PAGA administration.	0.20	\$750.00	\$150.00
CL	08/27/2024	Email from IYLM re: estimate; Review and analyze bid estimate for PAGA administration.	0.20	\$750.00	\$150.00
CL	08/27/2024	Revise Long Form Settlement Agreement re administration of PAGA Settlement information.	0.90	\$750.00	\$675.00
CL	08/27/2024	Draft Individual Settlement Agreement.	2.20	\$750.00	\$1,650.00
VR	08/27/2024	Review and Revise: review correspondence between parties; review and revise settlement agreement; advise CL	0.50	\$750.00	\$375.00
KN	08/28/2024	Review staff emails; respond; review guidelines and advise CL as to drafting of PAGA settlement and issues	0.50	\$950.00	\$475.00
CL	08/28/2024	Review and analyze Sacramento's Checklist for Approval of PAGA Settlement; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00
CL	09/10/2024	Draft language re: paralegal compliance in support of motion for PAGA approval; Discuss with Kyle and Yesenia re: compliance.	0.50	\$750.00	\$375.00
KN	09/17/2024	Review Court guidelines and emails from CL; review and revise draft PAGA Agreement; cross-check with MOU and correct issues; memo to CL regarding issues and next steps.	2.50	\$950.00	\$2,375.00
CL	09/17/2024	Revise PAGA Settlement Agreement.	0.50	\$750.00	\$375.00
CL	09/17/2024	Revise Individual Settlement Agreement.	0.40	\$750.00	\$300.00
ASC	09/17/2024	Review email from J. Tejeda re related Morris action and correspondence from Valerian Law, advise NBB	0.80	\$450.00	\$360.00

KN	10/08/2024	Review draft settlement agreement; review Def revisions; analysis of issues from CL; advise CL	1.00	\$950.00	\$950.00
CL	10/10/2024	Revise Long Form Settlement Agreement.	0.80	\$750.00	\$600.00
CL	10/10/2024	Revise and finalize Individual Settlement Agreement.	0.40	\$750.00	\$300.00
CL	10/10/2024	Email from/to S. Raucher re: Long Form Settlement Agreement and Individual Settlement Agreement.	0.40	\$750.00	\$300.00
ASC	10/23/2024	Review correspondence from JAMS re notice of closing file	0.30	\$450.00	\$135.00
CL	10/24/2024	Review and revise Defendant's revisions to Individual Settlement Agreement.	0.30	\$750.00	\$225.00
CL	10/24/2024	Review and revise Defendant's revisions to Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
CL	10/24/2024	Email to/from S. Raucher re: revisions to individual settlement agreement and long form settlement agreement.	0.20	\$750.00	\$150.00
NDB	10/24/2024	Review and analyze long form PAGA agreement and individual settlement agreement terms for conformity with MOU terms. Send both agreements to Plaintiff for signature. Follow up calls and email explaining terms and settlement approval process.	1.50	\$850.00	\$1,275.00
CL	10/25/2024	Revise and finalize Individual Settlement Agreement.	0.30	\$750.00	\$225.00
CL	10/25/2024	Revise and Finalize Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	11/04/2024	Email to S. Raucher re: following up on settlement agreements.	0.20	\$750.00	\$150.00
KN	11/04/2024	Review final agreement; execute agreements; review file regarding next steps; memo to staff	1.00	\$950.00	\$950.00
CL	11/12/2024	Draft JOINT STATUS CONFERENCE POST ARBITRATION STATUS; Email to S. Raucher re: revisions to same.	0.90	\$750.00	\$675.00
CL	11/12/2024	Revise and finalize Joint CMC Statement; Email from/to S. Raucher re: W9 for Tejeda and BNBD, fully executed settlement agreements and revisions to Joint CMS.	0.70	\$750.00	\$525.00
CL	11/12/2024	Email from/to S. Raucher re W4 for wages.	0.20	\$750.00	\$150.00
YS	11/13/2024	Review court docket and chamber rules re reserving hearing date for motion for settlement approval. Email to OPC re reserving 3/14/25?	0.40	\$250.00	\$100.00

Email to dept 23 with request.					
CL	11/13/2024	Receipt signed W4 from Tejeda; Email to S. Raucher re executed W4 for wages.	0.20	\$750.00	\$150.00
CL	11/15/2024	Email from/to S. Raucher re: request for State W4 from Tejeda.	0.30	\$750.00	\$225.00
CL	11/15/2024	Receipt and review from Client state W4; Email to S. Raucher re: signed State W4 from Tejeda.	0.30	\$750.00	\$225.00
KN	11/20/2024	Email with staff regarding hearing; advise staff; review issues regarding date and Def respond; email YS	0.75	\$950.00	\$712.50
CL	12/02/2024	Revise and finalize Joint CMS; Email from S. Raucher re: revisions to same.	0.40	\$750.00	\$300.00
YS	12/02/2024	Finalize Joint Status Conference Statement for service. Prepare POS. File via Onelegal. Email to OPC re statement. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	12/02/2024	Email to chambers re rescheduling motion for settlement.	0.20	\$250.00	\$50.00
CL	12/03/2024	Review and analyze fees and costs in preparation for final approval motion.	0.30	\$750.00	\$225.00
CL	12/05/2024	Draft Motion for PAGA Approval of Settlement.	3.80	\$750.00	\$2,850.00
CL	12/05/2024	Draft Proposed Order re: Motion for PAGA Approval of Settlement and Proposed Judgement.	1.20	\$750.00	\$900.00
YS	12/05/2024	Telephone call to clerk re hearing reservation. No answer, left voicemail.	0.20	\$250.00	\$50.00
VR	12/05/2024	Review and Analyze: review and analyze the court's orders; review CMC statement; review correspondence between parties; advise CL	0.50	\$750.00	\$375.00
KN	12/06/2024	Review status; initial review of draft motion; review final agreement; review emails regarding hearing status	0.50	\$950.00	\$475.00
CL	12/06/2024	Prepare for Post Arbitration Status Conference.	0.40	\$750.00	\$300.00
CL	12/06/2024	Review and analyze docket re Post Arbitration Status Conference; Review and analyze Order re continuance; Discuss with Kyle and Yesenia re motion hearing for final approval.	0.40	\$750.00	\$300.00
ASC	12/06/2024	Review tentative re no appearance required at status conference; advise VBR	0.30	\$450.00	\$135.00
YS	12/06/2024	Telephone call to clerk re hearing reservation. No answer, left voicemail.	0.20	\$250.00	\$50.00

ASC	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declaration	0.30	\$450.00	\$135.00
YS	12/10/2024	Telephone call to clerk re hearing reservation. Spoke to clerk, email to team and KN.	0.20	\$250.00	\$50.00
CL	12/20/2024	Revise Motion for PAGA Approval of Settlement.	1.40	\$750.00	\$1,050.00
VR	02/06/2025	Draft: draft CMC Statement; review court's orders and docket; review motion for approval of PAGA settlement; advise CL; correspondence to Def	0.70	\$750.00	\$525.00
YS	02/07/2025	Finalize Jt status conf. Statement for service. Prepare POS. File via Onelegal. Email to OPC re Stmt. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	02/11/2025	review status and emails; analysis of issues; advise staff as to next steps	0.50	\$950.00	\$475.00
YS	02/14/2025	Review status of case, Confirm 2/21 Post arb status conference hearing still on calendar, Confirm required P's CMS was filed beforehand, circulate zoom link to appear remotely, create text reminder for team	0.40	\$250.00	\$100.00
VR	02/21/2025	Review and Analyze: review court's orders and docket; review CMC statement; advise YS and CL	0.50	\$750.00	\$375.00
KN	02/25/2025	Review final agreement; review checklist; analysis of issue to address; memo to staff; memo to Admin regarding decl.	1.00	\$950.00	\$950.00
KN	02/25/2025	Work on draft motion; review and revise draft motion to address checklist; revise proposed order; review spreadsheet from the Defendant and respond; emails with staff regarding status and next steps.	4.00	\$950.00	\$3,800.00
CL	02/25/2025	Email from K. Stern re Administrator's declaration.	0.20	\$750.00	\$150.00
KN	02/26/2025	Draft declaration; prepare checklist responses; research issues; discuss with AJ and staff; prepare exhibit 5; email Defendant; revise motion and proposed order per Defendant comments; highlight issue for Defendant input.	4.50	\$950.00	\$4,275.00
KN	02/28/2025	Review and revise motion; review billing for accuracy; instruct staff	1.00	\$950.00	\$950.00
YS	02/28/2025	Revise and finalize Motion for PAGA Approval; Revise and Finalize Declaration of Nordrehaug.	1.30	\$250.00	\$325.00
CL	02/28/2025	Revise and finalize Motion for PAGA Approval; Revise and Finalize Declaration of Nordrehaug and Exhibits.	1.30	\$750.00	\$975.00
YS	03/04/2025	Finalize and prepare for filing Motion for PAGA	1.60	\$250.00	\$400.00

Approval and supporting papers; Upload to LWDA.					
YS	03/04/2025	Finalize for filing Motion for PAGA Approval and supporting documents; Upload to LWDA.	1.80	\$250.00	\$450.00
Services Subtotal					\$141,300.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/04/2023	Onelegal/Court Fee	1.00	\$1,569.99	\$1,569.99
Expense	02/17/2023	Onelegal/Court Fees	1.00	\$114.02	\$114.02
Expense	02/22/2023	Court fees	1.00	\$23.20	\$23.20
Expense	02/23/2023	Onelegal/Court Fees	1.00	\$1,606.02	\$1,606.02
Expense	03/24/2023	One Legal Filing - Request for Dismissal, Declaration in support of Request for Dismissal pursuant to CRC 3.770, Proposed Order, Proof of Service	1.00	\$72.07	\$72.07
Expense	08/11/2023	FedEx	1.00	\$103.32	\$103.32
Expense	07/31/2024	Mediation Fees - JAMS. Judge West.	1.00	\$9,500.00	\$9,500.00
Expense	08/22/2024	Expert fee - Berger Consulting.	1.00	\$9,675.00	\$9,675.00
Expense	03/03/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$22,723.62

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	14.0	\$895.00	\$12,530.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	54.9	\$850.00	\$46,665.00
Ricardo Ehmann	17.15	\$675.00	\$11,576.25
Christine LeVu	32.1	\$750.00	\$24,075.00
Kyle Nordrehaug	17.25	\$950.00	\$16,387.50
Victoria Rivapalacio	2.2	\$750.00	\$1,650.00
Andrew Ronan	6.2	\$550.00	\$3,410.00

Adolfo Sanchez Contreras	18.2	\$450.00	\$8,190.00
Adolfo Sanchez Contreras	7.2	\$250.00	\$1,800.00
Yesenia Silva	10.6	\$250.00	\$2,650.00
Subtotal			\$164,023.62
Total			\$164,023.62

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/03/2025	\$164,023.62	\$0.00	\$164,023.62
Outstanding Balance				\$164,023.62
Total Amount Outstanding				\$164,023.62

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

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

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).);

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern 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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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

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

October 14, 2022
CA2775

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Sacramento Behavioral Healthcare Hospital,
Online Filing LLC
Certified Mail #70221670000126674889
NORTHWEST REGISTERED AGENT,
INC.
2108 N ST STE N
SACRAMENTO, CA 95816-5712

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 Behavioral Healthcare Hospital, LLC in California, including any employees staffed with Sacramento Behavioral Healthcare Hospital, LLC by a third party, and classified as non-exempt employees during the time period of October 14, 2021 until a date as determined by the Court. Our offices represent Plaintiff Jonathan Tejeda (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Sacramento Behavioral Healthcare Hospital, LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since April of 2022 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 paying for meal and rest break premiums at the correct regular rate), 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) *et seq.*. 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 Statute 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

From: [DIR PAGA Unit](#)
To: kyle@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, February 28, 2025 2:30:47 PM

02/28/2025 02:30:33 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm