

D.LAW, INC.

Emil Davtyan (SBN 299363)
David Yeremian (SBN 226337)
Alvin B. Lindsay (SBN 220236)
Enoch J. Kim (SBN 261146)
Antonia McKee (SBN 344511)
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: emil@d.law, d.yeremian@d.law,
a.lindsay@d.law, e.kim@d.law, a.bliznets@d.law

Attorneys for Plaintiff Beverly W. Cooley, Willie J. Florence,
on behalf of themselves and others similarly situated

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

BEVERLY W. COOLEY, an individual,
WILLIE J. FLORENCE, an individual, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

SONORA COMMUNITY HOSPITAL, a
California corporation; ADVENTIST
HEALTH SYSTEM/WEST, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

PAGA ACTION

Case No. CV65628

Assigned for all purposes to:

Hon. Kevin M. Seibert

Dept.: 1

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Hearing Date: February 18, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint filed: October 6, 2023

FAC filed: December 12, 2023

SAC filed: November 13, 2024

Trial: None set

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I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiffs Beverly W. Cooley (“Plaintiff Cooley”) and Willie J. Florence’s (“Plaintiff Florence”) (hereinafter “Plaintiffs”) on behalf of themselves and other similarly situated employees of Defendant Sonora Community Hospital (“Defendant”). I and my firm are referred to herein as “PAGA Counsel.”

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement under California Labor Code 2698 *et seq.*

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On October 6, 2023, Plaintiff Cooley filed a class-action complaint in the Tuolumne County Superior Court, Case No. CV65628, against Defendant alleging claims under the California Labor Code (the “Labor Code”) for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq* (the “Action”).

5. On or about October 5, 2023, Plaintiff Cooley submitted her PAGA letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant, alleging that Defendant committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA.

6. On or about December 12, 2023, Plaintiff Cooley filed her First Amended Complaint, adding a cause of action for civil penalties under PAGA against Defendant. On or about

November 13, 2024, Plaintiff Cooley filed her Second Amended Complaint adding Plaintiff Florence as a named plaintiff (“Operative Complaint”).

7. On June 4, 2025, the Parties attended an all-day mediation with experienced mediator Dan Turner, Esq. and subsequently settled the PAGA claims in the Action. The Settlement Agreement reached between the parties does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant in the Action. (*See* Exhibit 1, ¶¶ 3.2, 9.1.) Defendant denies all liability in the Action.

8. Prior to mediation, Plaintiffs conducted extensive informal discovery and Defendant provided data, numbers, and documents, including electronic payroll and timekeeping data for representative sampling of Aggrieved Employees, information and documentation regarding Defendant’s wage and hour policies, expense report data and information, and meal period information. The information and data exchanged by Plaintiffs and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties’ respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

9. As mentioned above, on June 4, 2025, the parties attended an all-day mediation with highly respected wage and hour mediator Dan Turner, Esq., and agreed to a settlement of the PAGA claims in the Action. The general terms for settling this Action were memorialized in a memorandum of understanding and later, the long-form Settlement Agreement now before the Court for approval. The PAGA Settlement Agreement is attached hereto as **Exhibit 1**.¹

10. The parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the Action and have arrived at the Settlement in extensive, arm’s length

¹ Plaintiffs will submit the fully executed PAGA Settlement Agreement in a supplemental declaration prior to the hearing.

1 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
2 the Settlement confers real benefits upon Plaintiffs and the Aggrieved Employees and that an
3 independent review of the Settlement by the Court in the approval process will confirm this
4 conclusion

5 11. For purposes of the Settlement, Aggrieved Employees are defined as: all non-exempt
6 employees who were employed by Sonora Community Hospital in California at any point from
7 August 5, 2022, to August 18, 2025. (Ex. 1, ¶ 2.4.) Based on its records, Defendant estimates
8 that the Aggrieved Employees collectively worked approximately 76,209 pay periods during the
9 PAGA Period (“PAGA Pay Periods”). Based on this information, and using a straight average,
10 Plaintiffs estimate that each Aggrieved Employee will receive a payment of approximately
11 \$56.61 (\$107,336.58 divided by 1,896 Aggrieved Employees).

12 12. The Settlement Agreement requires Defendant to pay the total sum of \$710,000.00
13 (the “Gross Settlement Amount” or “GSA”). The Gross Settlement Amount will be allocated as
14 follows, pending Court approval:

- 15 a) Attorneys’ fees in the amount of 35% of the GSA or \$248,500.00 (“PAGA
16 Counsel Fees Payment”) and actual litigation costs (“PAGA Counsel Costs
17 Payment”) (PAGA Counsel incurred actual costs in the amount of \$18,153.70);
18 b) Administration costs of no more than \$14,000.00 to be paid to the Settlement
19 Administrator (“Administration Expenses Payment”), Apex Class Action
20 Administration. (“Apex”), for sending notices and for calculating settlement
21 shares and preparing all checks and mailings; and
22 c) The remainder of the Gross Settlement Amount (the “Net Settlement
23 Amount”) after deducting the above costs is approximately \$429,346.30 and
24 shall be designated as PAGA Penalties to be allocated between the LWDA and
25 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
26 (\$322,009.73) being paid to the LWDA (the “LWDA PAGA Payment”) and
27 25% (\$107,336.58) being paid to the Aggrieved Employees on a pro-rata basis
28 (“Individual PAGA Payment”). The Aggrieved Employees will receive an

average of approximately \$56.61 per person (\$107,336.58 divided by 1,896 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation) as their share of the Individual PAGA Payment.

13. The Parties agreed to use Apex as the third-party settlement administrator in this case. Apex will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as Exhibit A to the Settlement Agreement) and calculating and distributing the settlement checks, among other duties. Apex capped its fees at \$14,000.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and reasonable. A detailed summary of the services, qualifications, and experience of the Administrator, including a discussion of its procedures regarding safeguarding employee data and settlement funds, is contained in the Declaration of Kimberly Sutherland attached hereto as **Exhibit 4.**

14. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit

THE STRENGTH OF PLAINTIFF'S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

15. Plaintiffs alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under

1 Labor Code § 2699, specifically, Plaintiffs alleged that Defendants:

- 2 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
3 clock” work. Specifically, Aggrieved Employees were required to endure off the
4 clock work before and after scheduled shift times due to procedural delays for
5 clocking in including undergoing COVID screenings.
- 6 • Failed to provide the Aggrieved Employees with compliant meal periods because
7 Aggrieved Employees were required to travel down a long hallway to the time clock
8 outside of the break room when returning from their meal breaks and were frequently
9 interrupted during their meal breaks.
- 10 • Failed to provide the Aggrieved Employees with compliant rest periods as Defendant
11 exerted control over Aggrieved Employees or otherwise required them to perform
12 job-related duties during their rest breaks if they were authorized and permitted to
13 take them in the first place.
- 14 • Failed to provide accurate wage statements, including the failure to include all hours
15 worked by the Aggrieved Employees.
- 16 • Failed to pay all wages owed to Aggrieved Employees at the end of employment.
- 17 • Failed to timely paying all wages earned by Aggrieved Employees when they were
18 due and payable.
- 19 • Failed to maintain accurate records of Aggrieved Employees’ hours worked and
20 earned wages and meal periods.
- 21 • Failed to reimburse Aggrieved Employees for reasonable business expenses including
22 for cell phone related expenses incurred in responding to encrypted communications
23 from managers, accessing the “MySchedule” app to learn about the upcoming work
24 schedule and any changes to it, and in accessing the internet required for work-related
25 communications.

26 16. Defendant denied and continues to deny all of the claims made by Plaintiffs in the
27 Action and contends that it acted at all relevant times in conformance with the law. Defendant
28 contends that Plaintiffs and the Aggrieved Employees were paid for all hours worked, that

1 Defendant prohibited Plaintiff and the Aggrieved Employees from working beyond their
2 scheduled shifts, and that any “off-the-clock” work was performed without Defendant’s
3 knowledge and de minimis; that Defendant provided lawfully compliant meal and rest periods
4 and that any deviations were at the voluntary election of Plaintiffs and/or the Aggrieved
5 Employees and not at the request of Defendant or due to work requirements; that Defendant paid
6 all wages due on a timely basis and using Labor Code compliant instruments; that Defendant’s
7 wage statements complied with the law; and that neither Plaintiffs nor any Aggrieved Employees
8 incurred reasonable business related expenses for which they were not reimbursed. As a result,
9 PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a
10 settlement.

11 **PAGA Penalties**

12 17. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to
13 obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant’s
14 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where
15 civil penalties are provided in the statute, those civil penalties are recoverable; where no civil
16 penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars
17 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
18 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
19 Pursuant to Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be
20 allocated to the LWDA, with the remaining twenty-five (25) percent allocated to the affected
21 employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court
22 held that a lower penalty amount of \$100 per violation applies in the absence of a determination
23 that a violation actually occurred.

24 18. Plaintiffs estimated that the maximum potential exposure on the PAGA claim is
25 \$3,810,450.00 calculated by multiplying the total number of PAGA Pay Periods (76,209) by \$50
26 per violation. Plaintiffs’ calculation of the total potential exposure on the PAGA claim was based
27 on one PAGA penalty per Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their
28 damages calculation).

1 19. Case law supports the notion that it is inappropriate to “stack” penalties for multiple
2 violations, particularly when those violations all stem from the same alleged “injury” *Aguirre v.*
3 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
4 Cal.App.4th 562, 577 (2010)). (“One injury gives rise to only one claim for relief...The violation
5 of one primary right constitutes a single cause of action.”; *Crowley v. Katleman*, 8 Cal. 4th 666,
6 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
7 (“There is no authority that “would permit double recovery of essentially the same penalties.”)

8 20. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states
9 that “a court may award a lesser amount than the maximum civil penalty amount specified by
10 this part if, based on the facts and circumstances of the particular case, to do otherwise would
11 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v.*
12 *Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under
13 this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
14 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods
15 occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017),
16 LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ*
17 *Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000);
18 *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87%
19 reduction from \$2.8 million to \$375,000).). In departing from the \$100/50 per pay period
20 calculation to arrive at the \$710,000.00 Gross Settlement Amount in this case, Plaintiffs
21 considered various reasons why the Court may reduce any eventual recovery at its discretion and
22 considered that PAGA penalties are not mandatory but permissive. Based on those
23 considerations, Plaintiffs applied a discount of 70% to the maximum potential exposure (which
24 equates to \$15 penalty per pay period) to get a realistic potential exposure of \$1,143,135.00
25 (76,209 pay periods x \$15 penalty per pay period).

26 21. The Gross Settlement Amount of \$710,00.00 is approximately 62% of the maximum
27 potential exposure of \$1,143,135.00. From PAGA Counsel’s review of the facts, strengths, and
28 weaknesses of the case, the risks and delays posed by further litigation, PAGA Counsel believes

1 that the recovery for each Aggrieved Employee is fair and reasonable.

2 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

3 22. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
4 attorneys' fees in the amount of **\$248,500.00** and an award of litigation costs to PAGA Counsel
5 of **\$18,153.70**. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 5**.

6 23. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
7 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
8 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
9 uncompensated work that they have already done and for all the work they will continue to do in
10 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
11 Aggrieved Employees regarding their claims, and assisting in the administration of the
12 Settlement if it is approved.

13 24. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
14 and cost of litigation associated with this Action on a purely contingency basis. As a result,
15 PAGA Counsel have yet to receive any compensation for the amount of time and money
16 invested in the case to date.

17 25. Contingent-fee cases present the very real risk of working hundreds if not thousands of
18 hours that may never be entirely compensated. Moreover, while the case is being litigated,
19 counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most
20 cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a
21 court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
22 prospect is nothing more than a potential that never materializes. First, you must win the case to
23 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
24 sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise
25 along the way, such as settlement offers that the client may accept without ensuring that we
26 receive a reasonable fee or changes in the law that substantially affect the merits of the case, or
27 other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens
28 of thousands of dollars in out-of-pocket expenses, which can only be recovered if the outcome of

1 the case is substantially successful.

2 26. PAGA Counsel is well acquainted with the contingent-fee market throughout
3 California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has
4 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
5 representatives in class-action and PAGA suits. Many of those agreements required that counsel
6 receive a fee under certain scenarios that exceeds 35% of the recovery. PAGA Counsel's recent
7 attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35% of the
8 recovery.

9 27. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or
10 greater than thirty-five percent of the gross settlement amount. See *Crandall v. U-Haul* (Los
11 Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a
12 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremer, Inc.*
13 (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded
14 attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County
15 Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz*
16 *v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a
17 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the
18 Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not
19 yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case
20 No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360
21 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel
22 in wage-and-hour class actions that had not proceeded to the class-certification stage.

23 28. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting
24 the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time
25 and pay records, employment handbooks, Plaintiffs' personnel files, relevant policies and other
26 documentation, researched the applicable law and potential defenses, constructed damage models
27 based on interpretations of California law, appeared for the initial case management conference
28 and conferred with defense counsel, drafted reports and other pleadings for the Court attendant to

1 the case, engaged in meet and confer efforts with Defendant, prepared for and participated in
2 mediation, reviewed information provided by Defendant at the mediation, drafted and revised the
3 settlement agreement and notice, and drafted this Motion. I have reviewed the records of time
4 PAGA Counsel expended in this matter and conservatively estimate that PAGA Counsel has
5 invested at least 150.6 hours of attorney time in this matter.

6 29. I provide a detailed summary of my background and experience below I have invested
7 at least **5.9** hours for a total of **\$6,165.50** in attorneys' fees (\$1,045/hr x 5.9 hours = \$6,165.50).
8 Senior Attorney Alvin Lindsay invested at least **35.7** hours for a total of **\$44,982.00** in attorneys'
9 fees (\$1,260/hr x 35.7 hours = \$44,983.00). Attorney Tania Fonseca invested at least **43.1** hours
10 for a total of **\$36,204.00** in attorneys' fees (\$840/hr x 43.1 hours = \$36,204.00). Attorney
11 Antonia McKee invested at least **20.8** hours for a total of **\$12,168.00** in attorneys' fees (\$585/hr
12 x 20.8 hours = \$12,168.00). Former D.Law Attorney Rose Sorial invested at least **6.6** hours for a
13 total of **\$6,270.00** in attorneys' fees (\$950/hr x 6.6 hours = \$6,270.00). Paralegal Sasha
14 Zambrano invested at least **33.3** hours for a total of **\$8,325.00** in attorneys' fees (\$250/hr x 33.3
15 hours = \$8,325.00). Paralegal Janet Linares invested at least **2.3** hours for a total of **\$575.00** in
16 attorneys' fees (\$250/hr x 2.3 hours = \$575.00). Paralegal Brent Insua invested at least **0.7** hours
17 for a total of **\$192.50** in attorneys' fees (\$275/hr x 0.7 hours = \$192.50). Paralegal Jose Lopez
18 invested at least **2.3** hours for a total of **\$690.00** in attorneys' fees (\$300/hr x 2.3 hours =
19 \$690.00). The lodestar for PAGA Counsel is \$115,542.00. Thus, the fee request of \$248,500.00
20 requires a modest multiplier of only **2.15X** and is warranted by the lodestar analysis.

21 30. Here, the lodestar cross check establishes that the fees requested are only modestly
22 above the amount warranted by lodestar analysis and require only a 2.15X multiplier. The
23 *Serrano* factors all militate in favor of the requested fee award. This case raised a number of
24 complex and contested issues, and PAGA Counsel exhibited skill and creativity in prosecuting
25 and presenting them. This case was not straightforward. PAGA Counsel had to spend time
26 researching and analyzing each of these claims and issues in order to adequately assess the
27 liability of Defendants. PAGA Counsel then had to develop the evidence necessary through
28 informal discovery to establish Defendant's potential liability. This was done through carefully

1 sifting through hundreds of pages of documents.

2 31. In sum, PAGA Counsel had to come up with creative approaches to these issues in
3 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, PAGA
4 Counsel has devoted a tremendous amount of time and energy. This time commitment was
5 necessary in order to research, construct, and prosecute viable legal claims in the face of stiff
6 opposition, but it has come at a cost. PAGA Counsel zealously represented Plaintiffs and the
7 Class and has obtained a favorable result.

8 32. Such is not always the case. Indeed, PAGA Counsel has invested time and money into
9 numerous other cases, including class actions, which have fizzled out for one reason or another,
10 leaving PAGA Counsel completely without any compensation for their effort. Here, PAGA
11 Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone
12 conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with
13 which they were presented along the way. Nor could class certification be guaranteed. However,
14 PAGA Counsel was able to navigate the shoals of unpredictability to achieve a desirable result
15 and have done so without receiving any compensation to speak of thus far because they took this
16 case on a contingency fee basis.

17 33. In light of the foregoing, the fee request in an amount equal to 35% of the settlement
18 in this case is well within the bounds that have been established by the above-cited authority.

19 **EXPERIENCE AND VIEWS OF COUNSEL**

20 34. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on
21 behalf of employees and others who have had their rights violated. D.Law, either on its own or
22 with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour
23 and employment class action and PAGA action cases pending in both state and federal court.

24 35. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
25 counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is
26 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
27 with the same or similar causes of actions brought forth in the matter pending before this Court.

28 36. D.Law has litigated and successfully resolved many wage and hour class action cases

1 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La
2 Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
3 Harvey v. Bed Bath & Beyond of California corporation (Superior Court of California in
4 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
5 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
6 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-
7 01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
8 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los
9 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in
10 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of
11 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.
12 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,
13 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
14 Victor Valley Global et al. (Superior Court of California in Tuolumne, CIVDS1709289), Puerta-
15 Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
16 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
17 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
18 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
19 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
20 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
21 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
22 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
23 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
24 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
25 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
26 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
27 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
28 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in

1 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
2 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
3 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
4 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
5 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
6 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
7 Corporation dba IMAC Worldwide Home (Superior Court of California in Tuolumne,
8 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
9 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
10 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
11 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
12 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
13 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
14 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
15 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
16 Services, Inc. (Superior Court of California in Tuolumne, CIVDS1915743), Viridi v. Absolute
17 Security International (Superior Court of California in Tuolumne, CIVDS 1909589), Raj v. First
18 Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),
19 Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-
20 00008179-CU-OE-NC), among others.

21 37. I and the other attorneys at D.Law who are available to assist us in this case if needed
22 are fully capable of adequately and fairly representing the proposed Aggrieved Employees in this
23 matter.

24 38. I am Senior Counsel at D.Law. I was admitted to the California Bar in December
25 2008. I received my J.D. from Pepperdine University School of Law and a B.S. from the
26 University of Southern California. Since graduating from law school, I have dedicated virtually
27 my entire career to the practice of employment law. I have practiced employment law from the
28 plaintiff's side, the defense side, and from an in-house position. I have significant experience

specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. In light of my background and experience, my current billing rate is \$1,045.00 (17 years out of law school, Laffey Matrix of \$948.00).

39. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty years. Since 2010, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in many wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California), and has been successful in getting many contested class action cases certified and has secured class and PAGA settlements for many millions of dollars against a range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the class and representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Alvin Lindsay spent approximately 43.1 hours on this matter and his current billing rate is \$1,260.00 (22 years out of law school, Laffey Matrix rate of \$1,141.00).

40. Attorney Tania Fonseca received her bachelor's degree from University of California, San Diego in 2011, and her Juris Doctor degree from California Western School of Law in 2015. Her entire professional career has focused on plaintiff's side employment law, and she has been previously appointed as class and PAGA counsel for many other wage and hour settlements in both California state and federal court. Ms. Fonesca spent approximately 43.1 hours on this matter and her current billing rate is \$840.00 (10 years out of law school Laffey Matrix rate of \$839.00).

41. Former D.Law Attorney Rose Sorial graduated from the University of California, Santa Barbara, in 2018, and from the University of California, Irvine School of Law in 2023. Since graduating law school, he has almost exclusively practiced in the area of employment law, representing clients in complex class actions and representative actions in wage and hour claims.

Ms. Sorial spent approximately 6.6 hours on this matter and her current billing rate is \$950.00 (15 years out of law school, Laffey Matrix rate of \$948.00).

42. Attorney Antonia McKee graduated from University of California, Davis, in 2014, and from Southwestern Law School's SCALE Accelerated Two-year Program in 2021. Since graduating law school, she has almost exclusively practiced in the area of employment law, representing clients in complex class actions and representative actions in wage and hour claims. She has also previously been appointed as class and PAGA counsel for other contested proceedings. Antonia McKee spent approximately 15 hours on this matter and her current billing rate is \$585.00 (4 years out of law school, Laffey Matrix rate of \$581.00).

43. Certified paralegal Sasha Zambrano graduated from Universidad Catolica Andres Bello in Caracas, Venezuela with a degree of Attorney at Law. She began her legal career in 2012, in labor law and employment matters. Since 2017, Ms. Zambrano has worked exclusively on wage and hour matters class and representative action cases. In June 2025, Senior Attorney Alvin B. Lindsay of D.Law attested to Ms. Zambrano's paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks.

44. Certified paralegal Janet Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3).

45. Certified paralegal Brent Insua graduated from University of California, Santa Cruz in 2023 with a bachelor's degree in politics. In 2024, Mr. Insua graduated from the University of California, Los Angeles, Paralegal Training Program meeting the requirements of Business & Profession Code section 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action and representative cases.

1 46. Certified paralegal José-Ernesto López graduated from Kalamazoo College in 2013
2 with a Bachelor of Arts in Political Science. He Began his legal career in 2017 and was promoted
3 to paralegal in 2018. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal
4 Studies with distinction from the University of California, Los Angeles Extension meeting the
5 requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined
6 D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action and
7 representative cases.

8 47. The collective experience of the D.Law attorneys in litigating employment wage and
9 hour matters has been integral in identifying legal issues, evaluating the strengths and
10 weaknesses of a case, and generally negotiating fair and reasonable class and representative
11 action settlements. This experience is helpful in assessing the reasonableness of settlements such
12 as the one at issue here. Based on our experience, PAGA Counsel concluded that this lawsuit
13 could not have been settled on better terms than provided under the present settlement
14 agreement.

15 48. In sum, PAGA Counsel are experienced in employment class action and PAGA
16 litigation and are adequate to represent the proposed Aggrieved Employees in the instant action.

17 **SUMMARY**

18 49. The Settlement was reached as a result of arm's-length negotiations which have been,
19 at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length
20 of continued proceedings necessary to litigate their disputes through trial and through any
21 possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome
22 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and
23 PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the
24 claims asserted in the Action, both generally and in response to Defendant's compelling defenses
25 thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the
26 foregoing, Plaintiffs and PAGA Counsel have determined that the Settlement set forth in this
27 Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the
28 Aggrieved Employees.

1 50. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1.**

2 51. A true and correct copy of Plaintiff Cooley's PAGA letter submitted to the LWDA on
3 October 5, 2023, is attached hereto as **Exhibit 2.**

4 52. On January 26, 2026, my office submitted the Settlement and this Motion to the
5 LWDA by uploading it to the LWDA's website concurrently with the filing of this Motion. A
6 copy of the confirmatory email my office received from the LWDA after submission is attached
7 hereto as **Exhibit 3.**

8 53. A true and correct copy of the Declaration of Kimberly Sutherland is attached hereto
9 as **Exhibit 4.**

10 54. A true and correct copy of D.Law's costs as of this date is attached hereto as **Exhibit**
11 **5.**

12 55. I am not aware of any class or other representative action in any other court that
13 asserts claims similar to those alleged in the action being settled.

14 56. I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed this 26th day of January 2026, at Glendale, California.

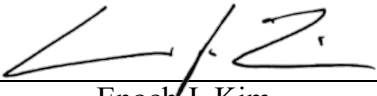
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Beverly W. Cooley (“Plaintiff Cooley”) and Willie J. Florence (“Plaintiff Florence”) (hereinafter “Plaintiffs”) as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorney’s General Act (“PAGA”) on the one hand, and Defendant Sonora Community Hospital (“Defendant”) on the other hand (collectively referred to herein as “the Parties”).

This Settlement shall be binding on Plaintiffs and the State of California to the extent permitted under PAGA and on Defendant subject to the terms and conditions hereof and the approval of the Court.

I. RECITALS

1. On October 5, 2023, Plaintiff Cooley sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of her intent to pursue a representative PAGA action on behalf of the State of California as well as on behalf of other aggrieved employees. On October 6, 2023, Plaintiff Cooley commenced this Action by filing a Complaint in the Tuolumne County Superior Court, Case No. CV65628, alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7 and §512; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq.*

2. On December 12, 2023, Plaintiff Cooley filed a First Amended Complaint alleging causes of action against Defendant for Representative PAGA claims.

3. On November 13, 2024, Plaintiff Cooley filed a Second Amended Complaint to add Plaintiff Florence as a named plaintiff and omit Defendant Adventist Health System/West in the Action. The Second Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

4. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the Aggrieved Employees, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations in the Action, including a statistically relevant sampling of time and wage records through the date of mediation and relevant policy documents which were analyzed by Plaintiffs’ Counsel.

5. On June 4, 2025, the Parties mediated this case before mediator Dan Turner and, though an agreement was not obtained, the parties continued to work together with the assistance of the mediator to engage in further negotiations. On June 18, 2025, the Parties reached a settlement in principle as to Plaintiffs’ PAGA claims. As part of the Settlement, the Parties agreed

that Plaintiffs' class claims shall be dismissed without prejudice pursuant to California Rules of Court Rule 3.770 given that the great majority of proposed class members had signed arbitration agreements with class action waivers.

II. DEFINITIONS

2.1. "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Beverly W. Cooley v. Sonora Community Hospital* initiated on October 6, 2023, and pending in Superior Court of the State of California, County of Tuolumne, Case No. CV65628.

2.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

2.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross 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.

2.4. "Aggrieved Employee" means all non-exempt employees who were employed by Sonora Community Hospital in California at any point from August 5, 2022, to August 18, 2025.

2.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address and telephone number, Social Security number, and number of PAGA Pay Periods.

2.6. "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.

2.7. "Court" means the Superior Court of California, County of Tuolumne.

2.8. "Defense Counsel" means Daniel Whang and Kerry Friedrichs of Seyfarth Shaw LLP.

2.9. "Effective Date" means the later of: (i) sixty-one (61) days following the date the Court enters an order granting approval, assuming no appeal is filed; or (ii) if an Aggrieved Employee objects and either timely intervenes or timely files a motion to vacate the Judgment despite the prohibition against such actions recognized in *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664, 675 (2024) and nevertheless files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible.

2.10. "Gross Settlement Amount" or "GSA" means \$710,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 6.7 below.

The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Costs Payment, and the Administrator's Costs Payment.

2.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

2.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

2.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

2.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

2.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Costs Payment, and the Administration Costs Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and to the LWDA as LWDA PAGA Payments.

2.16. "PAGA Counsel" means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Antonia McKee of D.Law, Inc.

2.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Costs Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and litigation expenses, respectively, incurred to prosecute the Action.

2.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period.

2.19. "PAGA Period" means the period from August 5, 2022, to August 18, 2025.

2.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

2.21. "PAGA Notice" means Plaintiff Cooley's October 5, 2023, letter to Defendant and the LWDA and Plaintiffs' March 6, 2024, amended letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), LWDA Case No. LWDA-CM-985901-23.

2.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$105,625.00) and the 75% to LWDA (\$316,875.00) in settlement of PAGA claims.

2.23. "Plaintiffs" means Beverly W. Cooley, and Willie J. Florence, the named plaintiffs in the Action.

2.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

2.25. "Released PAGA Claims" means any and all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the PAGA Notice, including PAGA claims based on alleged violations of Labor Code sections 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.4, 226.7, 246-248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Orders. Released PAGA Claims are limited to those claims arising during the PAGA Period. Released PAGA Claims do not include any Aggrieved Employees' non-PAGA individual claims.

2.26. "Released Parties" means: Defendant and all of Defendant's former and present officers, directors, subsidiaries, affiliates, customers, shareholders, members, employees, representatives, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

2.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2.28. "Defendant" means named Defendant Sonora Community Hospital.

III. REPRESENTATIONS

3.1. Plaintiffs alleged on behalf of the State of California that Defendant failed to pay the aggrieved employees all minimum wages, all overtime wages, failed to provide lawful meal periods and pay meal period premiums at the proper rate, failed to provide lawful paid rest periods and pay rest period premiums at the proper rate, failed to provide complete or accurate itemized wage statements (pay stubs), failed to timely pay all wages owed during and after employment, failed to maintain accurate time records, failed to reimburse business expenses, and otherwise failed to follow all provisions of the California Labor Code. Plaintiffs allege that this underlying conduct gives rise to a claim pursuant to Labor Code Section 2698, *et seq.*

3.2. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and denies any liability or intentional wrongdoing. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Released Parties. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nevertheless, Defendant is willing to resolve this matter in accordance with the terms set forth herein.

3.3. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation and the claims in this Action.

3.4. Plaintiffs and PAGA Counsel contend that they have diligently pursued an investigation of the state of California's claims under PAGA against Defendant.

3.5. Based on their own independent investigations and evaluations and after attending mediation, Plaintiffs and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and that it is in the best interests of the Plaintiffs, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation.

3.6. In order to comply with the requirements of Labor Code Section 2699(l), Plaintiffs shall submit a Motion for Approval of Representative PAGA Settlement to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Motion"). The Settlement is contingent upon the approval by the Court. If the Court denies a Motion for Approval of Representative PAGA Settlement due to concerns that the Parties cannot address through non-material modifications of this Agreement and/or will not agree to the dismissal of the class claims contained in the Separate PAGA Only Complaints, (i) this Settlement shall be considered null and void; (ii) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into, nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall not invalidate this Settlement in its entirety and the remaining provisions shall remain in full force and effect unless the Parties subsequently agree in writing otherwise. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

3.7. In the event that the Court does not grant a Motion for Approval of Representative PAGA Settlement after several attempts and after exhausting all good faith efforts to address any concern raised by the Court, the Parties will be restored to their positions prior to the execution of this Settlement Agreement and the Settlement Agreement shall be null and void and all materials related to seeking approval of the Settlement shall be inadmissible.

IV. TERMS OF SETTLEMENT

4.1. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiffs, on behalf of the State of California as a Private Attorney General, and Defendant agree to settle and compromise the Action, subject to the terms and conditions set forth in this Settlement.

4.2. Consideration for Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay the Gross Settlement Amount of \$710,000.00. The Gross Settlement Amount shall consist of and will be allocated as follows:

- (a) PAGA Counsel's attorney fee request of 35% of the Gross Settlement Amount (\$248,500.00);
- (b) PAGA Counsel's request for reimbursement of reasonable expenses and costs incurred in the Action;
- (c) Administration costs of up to \$14,000.00 to be paid to the Settlement Administrator; and
- (d) the remainder of the Settlement Payment after deducting the items (a), (b) and (c) above shall be designated as PAGA Penalties ("Net Settlement Amount") and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA and 25% paid to the Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the PAGA Period.

4.3. Allocation and Calculation of the PAGA Penalties. Seventy-five percent of the PAGA Penalties will be paid to the LWDA as required by Labor Code section 2699(i). The remaining 25% of the PAGA Penalties will be distributed to Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the PAGA Period. The allocation amongst the Aggrieved Employees shall be determined by dividing the PAGA Penalties allocated to the Aggrieved Employees by the number of pay periods in the PAGA Period. The resulting amount shall be the Pay Period Amount. Each Aggrieved Employee, including Plaintiffs, shall receive a pro-rata value equal to the number of pay periods worked during the PAGA Period multiplied by the Pay Period amount (the "Individual PAGA Payments"). All Individual PAGA Payments made to Aggrieved Employees will be reported on an IRS Form 1099-MISC to the extent required by law.

4.4. PAGA Counsel's Fees and Costs. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of 35% of the Gross Settlement Amount, which is \$248,500.00. PAGA Counsel will also request reimbursement of reasonable expenses and costs incurred in the Action. Should PAGA Counsel request a lesser amount of attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be allocated to the PAGA Penalties and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred

or will incur. Defendant will not object to nor oppose a request for attorneys' fees in the amount of up to 35% of the Gross Settlement Amount nor any request for reimbursement of reasonable expenses and costs incurred in the Action.

4.5. Tax Treatment of Settlement Amounts. With regard to settlement payments to Aggrieved Employees reflecting each Aggrieved Employees' share of PAGA penalties, IRS Form 1099-MISCs will be issued if required by the Settlement Administrator. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledge that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved Employees' tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

V. RELEASE

5.1. Release By All Aggrieved Employees. Upon the approval by the Court of this Settlement and Defendant's full funding of the Gross Settlement Amount, Plaintiffs, the State of California and all Aggrieved Employees shall fully release and forever discharge the Released Parties from the Released PAGA Claims.

VI. APPROVAL AND ADMINISTRATION OF THE SETTLEMENT

6.1. In order to comply with the requirements of Labor Code Section 2699(I), Plaintiffs shall file a Motion for Approval of Representative PAGA Settlement identifying the key terms of this Settlement and requesting that the Court approve the Settlement ("Approval Motion").

6.2. Within fifteen (15) calendar days after the Effective Date, Defendant will compile and transmit to the Settlement Administrator the Aggrieved Employee Data containing: 1) the Aggrieved Employee's name; 2) last-known mailing address and telephone number; 3) the number of pay periods worked by an Aggrieved Employee during the PAGA Period; and 4) Social Security number.

6.3. Defendant shall pay to the Settlement Administrator the Gross Settlement Amount within thirty (30) calendar days of the Effective Date. The Settlement Administrator shall distribute the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA payment to the LWDA, and the attorneys' fees and costs awarded by the Court within fifteen (15) days of Defendant's fully funding of the Gross Settlement Amount.

6.4. The Settlement Payment checks for each Aggrieved Employee's Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable

payment checks to the Settlement Administrator. If the Settlement Administrator receives undeliverable payment checks, the Settlement Administrator shall conduct an Aggrieved Employee Address Search and remail the payment check to the most current address obtained. A Notice Letter approved by the Parties, in advance of filing the Approval Stipulation, explaining this Settlement will be included in the mailing of each Aggrieved Employee's check and submitted to the Court for its review and approval. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

6.5. The Settlement Administrator shall ensure that 75% of the PAGA Penalties is paid to the LWDA.

6.6. Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance or reissuance. Any funds associated with checks for the Aggrieved Employees' pro rata share of PAGA Penalties that have not been cashed within 180 days, will become void. For any Aggrieved Employee whose Aggrieved Employee Share check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

6.7. Escalator Clause. Defendant represents that there were approximately 1,896 Aggrieved Employees and approximately 76,209 pay periods as of June 4, 2025. If the total number of pay periods during the PAGA Period exceeds the estimate of 76,209 pay periods by more than 10% (e.g. if there are more than 83,829 pay periods), Defendant shall have the option of either: (i) increasing the GSA on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 10% (for example, if the number of pay periods increases by 11%, the GSA will increase by 1%), or (ii) shorten the release period to an earlier date at which only 76,209 pay periods plus an additional 10% are covered by the PAGA Period. Defendant must exercise this option prior to the Hearing on Plaintiffs' Motion for Approval of Representative PAGA Settlement.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

7.1. Promptly upon execution of this Settlement, Plaintiffs shall file a Motion for Approval of Representative PAGA Settlement. The Parties shall apply to the Court for the entry of an order and final judgment approving this Settlement as required by Labor Code section 2699(l). Plaintiffs shall prepare and file a Motion for Approval of Representative PAGA Settlement. The Approval Motion will request Court approval of the following:

- a. Approving the terms of this Settlement and Release Agreement;
- b. Approving the amount of PAGA Counsel Fees & Costs;
- c. Appointing Apex Class Action Administration as the Settlement Administrator and approving the amount of Settlement Administration Costs;
- d. Dismissal of the class claims if not separately handled prior Court approval; and

e. Entering of Final Judgment.

VIII. MUTUAL FULL COOPERATION

8.1. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

IX. NO ADMISSION

9.1. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

X. NON-EVIDENTIARY USE

10.1. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms, nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement nor against Plaintiff in this Action.

XI. NULLIFICATION

11.1. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees, costs, or the settlement administration costs), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, or the settlement administration expenses, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XII. ATTORNEYS' FEES, COSTS AND EXPENSES

12.1. Except as specifically set forth herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement. However, to the extent that any party must enforce the terms of this agreement, the prevailing party in such enforcement action will be entitled to their attorneys' fees and costs.

XIII. CONSTRUCTION

13.1. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs (on behalf of themselves and the State of California) and Defendant regarding actual or potential claims asserted by Plaintiffs against Releasees. Excluding the arbitration agreement entered into by the Parties prior to the commencement of this lawsuit and any individual settlement agreements that covers Plaintiffs' individual claims, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIV. CAPTIONS AND INTERPRETATIONS

14.1. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XV. MODIFICATION

15.1. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) or their Counsel hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVI. MISCELLANEOUS

16.1. Limited Waiver of Right to Appeal. Provided that the Judgment ultimately entered in this Action is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel's Fees and PAGA Counsel's Costs reimbursement, the Parties and 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. PAGA Counsel retains the right to appeal a reduction in attorney's fees but any such reduction shall not constitute a material change to the Settlement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals or to oppose and/or appeal any adverse rulings related to any third parties attempts to intervene or object to the Parties' proposed settlement or any of its terms.

16.2. Use and Return of PAGA Data. Documents provided to PAGA Counsel under the Mediation Privilege shall be deleted one (1) year and thirty (30) days after the entry of any amended judgment under Code of Civil Procedure section 384.

16.3. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

16.4. This Settlement may be executed in counterparts either via a wet written signature or an electronic signature (such as via Dropbox Sign or DocuSign). When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

16.5. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

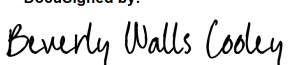
16.6. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. As such, both Parties agree that they bear the risk of mistake and that they each agree to bear such risks, including all potential risks associated with this Settlement, equally.

16.7. The Tuolumne County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

APPROVED:

DATED: 1/26, 2026

DocuSigned by:

EGF4659D48614EE...
BEVERLY W. COOLEY
as PAGA Representative

DATED: _____, 2026

WILLIE J. FLORENCE
as PAGA Representative

DATED: _____, 2026

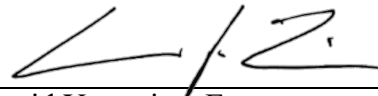
For SONORA COMMUNITY HOSPITAL

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

DATED: January 26, 2026



David Yeremian, Esq.

Alvin B. Lindsay, Esq.

Enoch J. Kim, Esq.

Antonia McKee, Esq.

D.LAW, INC.

Counsel for Plaintiffs, Beverly W.

Cooley and Willie J. Florence

DATED: _____, 2026

Daniel Whang, Esq.

Kerry Friedrichs, Esq.

SEYFARTH SHAW LLP

Counsel for Defendant, SONORA

COMMUNITY HOSPITAL

EXHIBIT 2

October 4, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Sonora Community Hospital, Adventist Health System/West)

Sonora Community Hospital
1000 Greeley Road
Sonora, CA 95370
Certified Mail Tracking Number:

CSC Lawyers Incorporating Service
Designated Agent for Service for Sonora Community Hospital
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number:

Adventist Health System/West
3940 Cherry Avenue
Long Beach, CA 90807
Certified Mail Tracking Number:

CSC Lawyers Incorporating Service
Designated Agent for Service for Adventist Health System/West
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number:

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Beverly W. Cooley v. Sonora Community Hospital et al.
Superior Court for the County of Tuolumne**

Gentlepersons:

This office represents Plaintiff Beverly W. Cooley (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly workers and in related positions at Defendants’ facility and office locations in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*



The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Sonora Community Hospital, a California corporation; Adventist Health System/West, a California corporation and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in Tuolumne County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants, including as Certified Nursing Assistants (“CNAs”), Licensed Vocational Nurses (LVNs), nurses, and in related positions pertaining to providing nursing-related services to Defendants’ patients. Plaintiff, and upon information and belief other similarly situated Employees, were required to perform work tasks based out of Defendants’ skilled nursing facilities in California. Plaintiff was employed by Defendants as a CNA with duties that included assisting with bathing, grooming, toileting, dressing, oral care, ambulation, transfers, serving and assisting with meals, feeding, housekeeping, and taking vital signs.

Defendants employed other similarly situated Aggrieved Employees as Certified Nursing Assistants (“CNAs”), Licensed Vocational Nurses (LVNs), nurses, and in similar and related positions in connection with their skilled nursing facilities located in Tuolumne County and throughout California. Plaintiff and the other similarly situated Aggrieved Employees worked at Defendants’ behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions. Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and



provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant Sonora Community Hospital is a California corporation which lists its principal address in Sonora, California in Tuolumne County with the California Secretary of State. It lists several registered corporate agents who list addresses in Sacramento, California and in Sacramento County. According to its Restated Articles of Incorporation, the purpose of Sonora Community Hospital ("Sonora Community") is "[t]o establish, manage and maintain an acute care hospital as an affiliate corporation and in harmony with the administrative guidelines and religious objectives of Adventist Health System/West a California nonprofit religious corporation ("Adventist Health")." The wage statements issued to Plaintiff list Sonora Community Hospital as her employer, with an address in Sonora, California. Upon information and belief, Sonora Community Hospital is either a joint employer with Adventist Health System/West and/or is a subsidiary of Adventist Health System/West. Plaintiff was employed by Defendants at the Sonora Community Hospital facility in Sonora, California and Tuolumne County, and Defendants employed other Aggrieved Employees in Sonora and at the other facilities throughout California.

Defendant Adventist Health System/West is a California corporation company which lists its principal address in Roseville California in Placer County with the California Secretary of State. It lists several registered corporate agents who list addresses in Sacramento, California and in Sacramento County. Upon information and belief, Adventist Health System/West ("Adventist Health") is a parent organization and/or manages various hospitals organized and operating under it, including Sonora Community Hospital in Sonora California where Plaintiff worked. Adventist Health's website explains that: "Adventist Health is a faith-based, nonprofit, integrated health system serving more than 80 communities on the West Coast and Hawaii with over 400 sites of care."

During the period of four years prior to the filing of this action through its resolution, the Aggrieved Employee were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.



During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as Certified Nursing Assistants ("CNAs"), Licensed Vocational Nurses (LVNs), nurses, and in similar and related positions based out of their facilities in California.

Plaintiff worked as a Certified Nursing Assistant (CNA) in the Sierra Care Center Unit of the Sonora Community Hospital, with duties that included assisting with bathing, grooming, toileting, dressing, oral care, ambulation, transfers, serving and assisting with meals, feeding, housekeeping, and taking vital signs. Plaintiff was generally scheduled to work four to five days per week for eight hours per shift, with shift times generally spanning from 11:00 p.m. through 7:30 a.m. Daily, Plaintiff was required by Defendants to endure several minutes of off the clock work before and after her scheduled shift hours.

Defendants' policy and practice of requiring systematic off the clock work flowed in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted into a single time clock located in the break room of the Sierra Care Center unit. However, to access the time clock and begin recording their start time, Employees must go through a series of time-consuming steps. Due to COVID-19, the Sierra Care Center's doors always remain locked and require a staff member to open the doors. As a result, incoming Employees must ring a doorbell and wait for a staff member to unlock the door. Upon being admitted, Employees are scanned with a thermometer and asked screening questions, such as whether the Employee is feeling sick, experiencing nausea, fever, or chills, and whether they have been around anyone with COVID. After being scanned and responding to these questions, Employees must sign a book stating they were scanned and complied with COVID screening procedures. After these steps, Employees must walk down a long hallway in the unit to a break room to scan their badge on the time clock and record their entry. Between Employees' arrival at the unit's entrance and their actual clocking-in, eight to ten minutes have elapsed that are not recorded on Defendants' timekeeping system and thus not compensated by Defendants.

Additionally, Defendants require Employees to record their half-hour meal periods on the time clock. However, due to the heavy workload, Plaintiff was compelled to perform work during her meal periods to assist patients. Thus, Plaintiff's meal periods were interrupted and/or shortened, and she was forced to work off the clock during her meal periods.

Defendants required Plaintiff to be prepared to begin work at her scheduled shift start time, and she would be reprimanded if she was not. However, for Plaintiff to do so she had to arrive at the unit well before that start time. Plaintiff's work shifts generally were scheduled to start at 11:00 p.m., and to be prepared to start working then she had to arrive at the unit by at least 10 minutes prior so she could get through the entrance, complete the COVID screening procedures, and clock in. Plaintiff would have to plan her arrival even earlier on days where she had to undergo



COVID testing. A negative COVID test was required in order to work. At least two times per week, Employees were required to undergo COVID testing. Sometime early in the COVID pandemic, Employees were required to drive to the main hospital facility, approximately three or four miles down the road, in order to complete a nasal swab test. Day shift Employees could drive to the hospital to complete the test and then drive to the unit. However, because the testing facility was only open during business hours and Plaintiff worked the night shift, on several occasions she had to drive to the hospital during business hours to complete the COVID test. Plaintiff would then drive back to her home approximately 45 minutes away, and then drive back to the unit for her regularly scheduled shift of 11:00 p.m. When Defendants began using COVID rapid tests in the unit, this enabled Employees to avoid driving to the hospital. However, Employees would have to wait an additional fifteen minutes before clocking in to wait for their rapid test results. During this time Defendants permitted Employees to wait in the visiting room, but Employees were not permitted access into the unit so they could record their entry in the timeclock. Defendants did not permit Employees to clock in before undergoing COVID screening and testing. Accordingly, this time went unrecorded on Defendants' timekeeping system and Defendants failed to compensate it.

In addition, to avoid overtime, Defendants' managers admonished Employees to clock in no more than two minutes before their scheduled start time. Accordingly, some Employees would wait around the time clock to scan their entry just before their scheduled start time. Plaintiff was also required to work off the clock assisting other CNAs with lifting and transfers after her scheduled shift end times, and owing to Defendants' limitations on overtime, she was compelled by Defendants not to record that she was clocked out but continued working. Additionally, Defendants paid Plaintiff and the Aggrieved Employees \$2.00 shift differentials for working the night shift. To whatever extent Defendant paid this and any other form of remuneration to Aggrieved Employees, such as bonuses and the like, Defendants failed to include it in the regular rate used to calculate and pay the overtime that Defendants did pay.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring her to work off the clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or the meal period she received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.



The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but due to prioritizing patient care, Plaintiff was compelled to delay her meal periods or have them interrupted. The heavy workloads and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as



required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting shift-differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods are and will be evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to patient demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and



permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and patient demands.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days and at the correct pay rates to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave and at the correct pay rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief available for Defendants' failure to



provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the aggrieved employee Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired, or have failed to produce them, and upon information and belief, Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee



begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and at the correct pay rates and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone related expenses Plaintiff incurred in responding to encrypted communications from managers, accessing the “MySchedule” app to learn about the upcoming work schedule and any changes to it, and in accessing the internet as required for work-related communications. Plaintiff was also required to drive to the hospital for COVID testing before work shift hours, but Defendants failed to reimburse her for mileage or related automobile expenses and usage. Additionally, Plaintiff was required by Defendants to wear a uniform consisting of nursing scrubs. Plaintiff was required to incur the maintenance costs for her uniform without any reimbursement from Defendants. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work,



including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California



Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of



pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees’ earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§



226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Keep Records in Accordance with Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section."



Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days and paid at the correct rates, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave and paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone related expenses Plaintiff incurred in responding to encrypted communications from managers, accessing the “MySchedule” app to learn about the upcoming work schedule and any changes to it, and in accessing the internet as required for work-related communications. Plaintiff was also required to maintain her own work uniform which consisted of a nursing scrubs. Plaintiff was also required to drive to the hospital for COVID testing before work shift hours, but Defendants failed to reimburse her for mileage or related automobile expenses and usage. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.



Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 et seq., including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);



(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Sonora Community Hospital, Adventist Health System/West and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

Alvin B. Lindsay

a.lindsay@d.law

Cc: Sonora Community Hospital, Adventist Health System/West by Certified Mail

March 6, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Sonora Community Hospital, Adventist Health System/West)

Sonora Community Hospital
1000 Greeley Road
Sonora, CA 95370
Certified Mail Tracking Number:

CSC Lawyers Incorporating Service
Agent for Service of Process for Sonora Community Hospital
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number:

Adventist Health System/West
3940 Cherry Avenue
Long Beach, CA 90807
Certified Mail Tracking Number:

CSC Lawyers Incorporating Service
Agent for Service of Process for Adventist Health System/West
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number:

Re: Labor Code § 2698, *et seq.* Penalties
Amended PAGA Notice Letter to LWDA (original dated October 5, 2023)
Beverly W. Cooley and Willie J. Florence v. Sonora Community Hospital et al.
Superior Court for the County of Tuolumne, Case No.: CV65628
LWDA Case No. LWDA-CM-985901-23

Gentlepersons:

This office represents Plaintiffs Beverly W. Cooley and Willie J. Florence (“Plaintiffs”) and other similarly aggrieved employees employed as non-exempt, hourly nursing and facilities maintenance workers and in related positions at Defendants’ facility and office locations in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,



1199, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”), and to supplement and amend Plaintiff Beverly W. Cooley’s original PAGA Notice to the LWDA, submitted on October 5, 2023 (LWDA Case No. LWDA-CM-985901-23). On October 6, 2023, Plaintiff Beverly W. Cooley filed a Class Action Complaint in Tuolumne Superior Court (Case No.: CV65628), alleging various wage and hour causes of action. After the PAGA Notice period ran on Plaintiff Cooley’s Class Complaint, on December 13, 2023, Plaintiff Cooley filed a First Amended Complaint adding a PAGA cause of action. Plaintiff Cooley would now like to add Plaintiff Willie J. Flores to her original PAGA Notice and First Amended Class Action Complaint pursuant to the Act, so they together may bring a representative action on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Sonora Community Hospital, a California corporation; Adventist Health System/West, a California corporation and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff Cooley’s Operative Class Action Complaint, and Plaintiffs’ Second Amended Class Action Complaint, attached to this Notice Letter and to be filed on or about May 9, 2024. The original Complaint, First Amended Complaint, Second Amended Complaint, and the original PAGA Notice Letter are incorporated in this Amended PAGA Notice Letter.

Relevant Facts

Plaintiffs and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants, including as nursing and facilities maintenance employees and in related positions pertaining to providing medical services to Defendants’ patients. Plaintiffs, and upon information and belief other similarly situated Employees, were required to perform work tasks based out of Defendants’ hospital and skilled nursing facilities in California. Plaintiff Cooley was employed by Defendants as a CNA with duties that included assisting with bathing, grooming, toileting, dressing, oral care, ambulation, transfers, serving and assisting with meals, feeding, housekeeping, and taking vital signs. Plaintiff Florence was employed as a maintenance technician with duties that included maintaining the facilities’ equipment and systems in proper working order.

Defendants employed other similarly situated Aggrieved Employees including as nursing and facilities maintenance employees and in similar and related positions in connection with their hospital and skilled nursing facilities located in Tuolumne County and throughout California. Plaintiffs and the other similarly situated Aggrieved Employees worked at Defendants’ behest without being paid all wages due and without being provided all required breaks. More



specifically, Plaintiffs and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions.

Defendants required Plaintiffs and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiffs and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant Sonora Community Hospital is a California corporation which lists its principal address in Sonora, California in Tuolumne County with the California Secretary of State. It lists several registered corporate agents who list addresses in Sacramento, California and in Sacramento County. According to its Restated Articles of Incorporation, the purpose of Sonora Community Hospital ("Sonora Community") is "[t]o establish, manage and maintain an acute care hospital as an affiliate corporation and in harmony with the administrative guidelines and religious objectives of Adventist Health System/West a California nonprofit religious corporation ("Adventist Health")." The wage statements issued to Plaintiffs list Sonora Community Hospital as their employer, with an address in Sonora, California. Upon information and belief, Sonora Community Hospital is either a joint employer with Adventist Health System/West and/or is a subsidiary of Adventist Health System/West. Plaintiffs were employed by Defendants at the Sonora Community Hospital facilities in Sonora, California and Tuolumne County, and Defendants employed other Aggrieved Employees in Sonora and at the other facilities throughout California.

Defendant Adventist Health System/West is a California corporation company which lists its principal address in Roseville California in Placer County with the California Secretary of State. It lists several registered corporate agents who list addresses in Sacramento, California and in Sacramento County. Upon information and belief, Adventist Health System/West ("Adventist Health") is a parent organization and/or manages various hospitals organized and operating under it, including Sonora Community Hospital and facilities in Sonora California where Plaintiffs worked. Adventist Health's website explains that: "Adventist Health is a faith-based, nonprofit, integrated health system serving more than 80 communities on the West Coast and Hawaii with over 400 sites of care."

Aggrieved Employees were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiffs and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Aggrieved Employees all wages due and owing, including by requiring off the clock work, failed



to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiffs and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly nursing and facilities maintenance employees and in similar and related positions based out of their facilities in California.

Plaintiff Cooley worked as a Certified Nursing Assistant (CNA) in the Sierra Care Center Unit of the Sonora Community Hospital, with duties that included assisting with bathing, grooming, toileting, dressing, oral care, ambulation, transfers, serving and assisting with meals, feeding, housekeeping, and taking vital signs. She was generally scheduled to work four to five days per week for eight hours per shift, with shift times generally spanning from 11:00 p.m. through 7:30 a.m. Plaintiff Florence worked as a maintenance technician with duties that included maintaining the facilities' boiler systems and repairing fixtures. He was generally scheduled to work five days per week for eight hours per shift, with shift times generally spanning from 6:30 a.m. through 3:00 p.m. Daily, Plaintiffs were required by Defendants to endure several minutes of off the clock work before and after their scheduled shift hours.

Defendants' policy and practice of requiring systematic off the clock work flowed in part from their unlawful timekeeping procedures. For Plaintiff Cooley and other Employees working at skilled nursing facilities, Defendants required timekeeping entries to be inputted into a single time clock located in the break room of the Sierra Care Center unit. However, to access the time clock and begin recording their start time, Employees must go through a series of time-consuming steps. Due to COVID-19, the Sierra Care Center's doors always remain locked and require a staff member to open the doors. As a result, incoming Employees must ring a doorbell and wait for a staff member to unlock the door. Upon being admitted, Employees are scanned with a thermometer and asked screening questions, such as whether the Employee is feeling sick, experiencing nausea, fever, or chills, and whether they have been around anyone with COVID. After being scanned and responding to these questions, Employees must sign a book stating they were scanned and complied with COVID screening procedures. After these steps, Employees must walk down a long hallway in the unit to a break room to scan their badge on the time clock and record their entry. Between Employees' arrival at the unit's entrance and their actual clocking-in, eight to ten minutes have elapsed that are not recorded on Defendants' timekeeping system and thus not compensated by Defendants.

For maintenance employees such as Plaintiff Florence, Defendants required timekeeping entries to be inputted into computers that contained timekeeping software. Only three computers were provided for many Employees simultaneously starting the morning shift. Thus, lines of Employees would form to access the computers to clock in. The delays were also in large part



because the computers took several minutes to boot up, and so generally the first employees to access the computers had to wait for the computers to turn on to access the timekeeping software. These delays caused Plaintiff Florence and other Aggrieved Employees to wait several minutes to access the computer and record his shift start time.

Additionally, Defendants require Employees to record their half-hour meal periods on the time clock. However, due to the heavy workload, Plaintiff Cooley was compelled to perform work during her meal periods to assist patients. Moreover, Plaintiff Florence and other maintenance technicians were expressly prohibited from leaving the facilities at all during meal periods and rest breaks. Thus, Plaintiffs' meal periods were interrupted and/or shortened, and they were forced to work off the clock during their meal periods.

Defendants required Plaintiff Cooley to be prepared to begin work at her scheduled shift start time, and she would be reprimanded if she was not. However, for Plaintiff Cooley to do so she had to arrive at the unit well before that start time. Plaintiff Cooley's work shifts generally were scheduled to start at 11:00 p.m., and to be prepared to start working then she had to arrive at the unit by at least 10 minutes prior so she could get through the entrance, complete the COVID screening procedures, and clock in. Plaintiff Cooley would have to plan her arrival even earlier on days where she had to undergo COVID testing. A negative COVID test was required in order to work. At least two times per week, Employees were required to undergo COVID testing. Sometime early in the COVID pandemic, Employees were required to drive to the main hospital facility, approximately three or four miles down the road, in order to complete a nasal swab test. Day shift Employees could drive to the hospital to complete the test and then drive to the unit. However, because the testing facility was only open during business hours and Plaintiff Cooley worked the night shift, on several occasions she had to drive to the hospital during business hours to complete the COVID test. Plaintiff Cooley would then drive back to her home approximately 45 minutes away, and then drive back to the unit for her regularly scheduled shift of 11:00 p.m. When Defendants began using COVID rapid tests in the unit, this enabled Employees to avoid driving to the hospital. However, Employees would have to wait an additional fifteen minutes before clocking in to wait for their rapid test results. During this time Defendants permitted Employees to wait in the visiting room, but Employees were not permitted access into the unit so they could record their entry in the timeclock. Defendants did not permit Employees to clock in before undergoing COVID screening and testing. Accordingly, this time went unrecorded on Defendants' timekeeping system and Defendants failed to compensate it.

In addition, to avoid overtime, Defendants' managers admonished Employees to clock in no more than two minutes before their scheduled start time. Accordingly, some Employees would wait around the time clock to scan their entry just before their scheduled start time. Plaintiff Cooley was also required to work off the clock assisting other CNAs with lifting and transfers after her scheduled shift end times, and owing to Defendants' limitations on overtime, she was compelled by Defendants not to record that she was clocked out but continued working. Plaintiff Florence was also compelled to work off the clock conducting work-related activities on his cell phone such as checking his schedule, downloading work software applications, and communicating with coworkers. Additionally, Defendants paid Plaintiff Cooley and the Aggrieved Employees \$2.00 shift differentials for working the night shift. Plaintiff Florence was



given several Visa gift cards valued at \$50 or more as bonuses. To whatever extent Defendant paid this and any other form of remuneration to Aggrieved Employees, such as bonuses and the like, Defendants failed to include it in the regular rate used to calculate and pay the overtime that Defendants did pay.

Plaintiffs were therefore not paid for all their hours worked at the required minimum, overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the clock and without pay. Defendants systematically underpaid Plaintiffs and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiffs.

Defendants have failed to maintain timekeeping records for Plaintiffs that would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiffs worked or the meal periods they received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiffs and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiffs and the Aggrieved Employees with their required meal periods and the at least two ten-minute rest breaks as required at a minimum for Plaintiffs' scheduled shift durations. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiffs and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).



Defendants similarly failed to authorize and permit Plaintiffs and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiffs worked shifts that entitled them to at least one meal period, but due to prioritizing work, Plaintiffs were compelled to delay their meal periods or have them interrupted. The heavy workloads and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Additionally, Plaintiff Florence and other maintenance employees were expressly prohibited from leaving the facilities during their meal periods and rest breaks.

Therefore, meal period violations systematically occurred throughout all of Plaintiffs' work shifts where Defendants both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiffs' hours worked for the day. To the extent Defendants ever did pay Plaintiffs a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiffs.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting shift-differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiffs and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.



As a result, Defendants' failure to provide Plaintiffs and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods are and will be evidenced by Defendants' business records, or lack thereof. As further detailed above, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular hourly rate of compensation for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Plaintiffs and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to patient demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiffs and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiffs and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and work demands.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiffs and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiffs and the Aggrieved Employees. Plaintiffs and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.



Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days and at the correct pay rates to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave and at the correct pay rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." Plaintiffs accordingly seek this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiffs at the time of their employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiffs and the aggrieved employee Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiffs with any such information when they were hired, or have failed to produce them, and upon information and belief, Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and



failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiffs and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiffs and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiffs and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and at the correct pay rates and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, Defendants have regularly required Plaintiffs and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone related expenses Plaintiffs incurred in responding to encrypted communications from managers, accessing the “MySchedule” app to learn about the upcoming work schedule and any changes to it, and in accessing the internet as required for work-related communications. Plaintiff Cooley was also required to drive to the hospital for COVID testing before work shift hours, but Defendants failed to reimburse her for mileage or related automobile expenses and usage. Additionally, Plaintiff Cooley was required by



Defendants to wear a uniform consisting of nursing scrubs. Plaintiff Florence was required by Defendants to wear a maintenance uniform consisting of boots, pants, shirt and cap. Plaintiffs were required to incur the maintenance costs for their uniform without any reimbursement from Defendants. Plaintiffs and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control during breaks and due to the work demands placed upon them by Defendants’ management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiffs and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other Aggrieved Employees as to minimum wage pay. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting



time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiffs', or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.



Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any



premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to



analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.



In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records in Accordance with Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of



their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the foregoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days and paid at the correct rates, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave and paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

Plaintiffs accordingly seek this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiffs seek all civil and statutory penalties available and applicable under



Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiffs and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone related expenses Plaintiffs incurred in responding to encrypted communications from managers, accessing the "MySchedule" app to learn about the upcoming work schedule and any changes to it, and in accessing the internet as required for work-related communications. Plaintiff Cooley was also required to drive to the hospital for COVID testing before work shift hours, but Defendants failed to reimburse her for mileage or related automobile expenses and usage. Additionally, Plaintiff Cooley was required by Defendants to wear a uniform consisting of nursing scrubs. Plaintiff Florence was required by Defendants to wear a maintenance uniform consisting of boots, pants, shirt and cap. Plaintiffs were required to incur the maintenance costs for their uniforms without any reimbursement from Defendants. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiffs' PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiffs will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174,



1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and



2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of a second amended Complaint, alleging the causes of action discussed herein, without asserting an amended PAGA claim. Thus, any action by the LWDA would be unnecessary given that the LWDA declined to investigate after the original PAGA Notice Letter, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter, along with the original PAGA Notice Letter, the Complaint, and the First Amended Complaint pending in Tuolumne County therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiffs allege have been violated, including the facts and relevant theories alleged against Sonora Community Hospital, Adventist Health System/West and any other named Defendants and joint employers. To prevent the violations described in the Complaint, First Amended Complaint, and original PAGA letter, and herein from occurring, and to remedy past violations, Plaintiffs respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act and as addressed herein.

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Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiffs and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.



Alvin B. Lindsay

a.lindsay@d.law

Cc: Sonora Community Hospital, Adventist Health System/West by Certified Mail

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.

Emil Davtyan (SBN 299363)
David Yeremian (SBN 226337)
Alvin B. Lindsay (SBN 220236)
Enoch J. Kim (SBN 261146)
Antonia McKee (SBN 344511)
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: emil@d.law, d.yeremian@d.law,
a.lindsay@d.law, e.kim@d.law, a.bliznets@d.law

Attorneys for Plaintiff Beverly W. Cooley, Willie J. Florence,
on behalf of themselves and others similarly situated

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

BEVERLY W. COOLEY, an individual,
WILLIE J. FLORENCE, an individual, on
behalf of themselves and others similarly
situated,

Plaintiffs,

v.

SONORA COMMUNITY HOSPITAL, a
California corporation; ADVENTIST
HEALTH SYSTEM/WEST, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

PAGA ACTION

Case No.: CV65628

**DECLARATION OF KIMBERLY
SUTHERLAND IN SUPPORT OF
PLAINTIFF'S PAGA APPROVAL
MOTION**

Assigned for all purposes to:
Hon. Kevin M. Seibert
Dept.: 1

Hearing Date: February 18, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint filed: October 6, 2023
FAC filed: December 12, 2023
SAC filed: November 13, 2024
Trial: None set

DECLARATION OF KIMBERLY SUTHERLAND

I, Kimberly Sutherland, declare as follows:

1. I am the Senior Vice President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly

**DECLARATION OF KIMBERLY SUTHERLAND IN SUPPORT OF PLAINTIFF'S
PAGA APPROVAL MOTION**

1 evaluating the effectiveness of its security measures. Access to class member information is
2 limited to employees, agents, or subcontractors who require it to perform their duties, and Apex
3 Class Action conducts background checks on all personnel with access to sensitive personal
4 information, to ensure they do not pose a threat to the security of client or class member
5 information. To guarantee the security of the settlement administration process, Apex Class
6 Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber Liability
7 Insurance coverage, as required by legal standards and best practices in the legal profession.

8 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
9 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
10 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
11 conducting preliminary and final calculations to determine the individual settlement amounts,
12 including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv)
13 calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
14 settlement funds and tax forms via First-Class USPS mail.

15 7. The administration fees for Apex Class Action's management of this settlement are
16 calculated using a combination of per hour, per piece, and static rates, per person, and will not
17 exceed \$14,000.00, as specified in **Exhibit B**. This document presents a comprehensive plan
18 detailing the specific administration services that will be provided.

19 I declare under penalty of perjury under the laws of the state of California that the foregoing
20 is true and correct. Executed this 22nd day of January 2026, in Irvine, California.

21 

22 _____
Kimberly Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

kimberly@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5065
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Sasha Zambrano
D.Law
s.zambrano@d.law

Case Name:

Cooley v. Sonora Community Hospital

Date:

Monday, July 14, 2025

RFP Number:

22020002

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications

Number of Aggrieved Employees	1,896
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	4	\$500.00
Data Analyst	Per Hour	\$150.00	4	\$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,100.00
Project Management				
Project Management	Per Hour	\$150.00	5	\$750.00
Project Coordinator	Per Hour	\$90.00	5	\$450.00
Data Analyst and Reporting	Per Hour	\$140.00	5	\$700.00
Sub Total:				\$1,900.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$517.72	1	\$517.72
NCOA Address Update (USPS)	Static Rate	\$379.20	1	\$379.20
Certified Language Translation: Spanish	Static Rate	\$350.00	1	\$350.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,866.92



Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	4	\$480.00
Account Management and Reconciliation	Per Hour	\$140.00	4	\$560.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	1,896	\$2,370.00
USPS First Class Postage	Per Piece	\$0.73	1,896	\$1,384.08
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	190	\$474.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,500.00	1	\$1,500.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$8,068.08

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$1,065.00

WILL NOT EXCEED: \$14,000.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 5

Cooley, et al. v. Sonora Community Hospital
LITIGATION COSTS

Service Date		Details		Provider		Amount
10/05/2023		PAGA Letter		LWDA		\$ 75.00
02/01/2024		Document Retrieval - Gendall Complaint		Superior Court of Ventura		\$ 9.00
03/04/2024		CourtCall - Case Management Conference (3.15.24)		CourtCall		\$ 72.00
10/09/2024		CourtCall - Case Management Conference (10.11.24)		CourtCall		\$ 72.00
10/06/2023		Summons and Complaint		Rapid Legal		\$ 679.80
11/22/2023		Process of Service of S&C - Sonora Community Hospital		Rapid Legal		\$ 77.77
11/22/2023		Process of Service of S&C - Adventist Health Systemwest		Rapid Legal		\$ 77.77
11/29/2023		POS of Summons - Two Entities		Rapid Legal		\$ 190.55
12/13/2023		First Amended Complaint		Rapid Legal		\$ 231.75
12/14/2023		Process of Service of FAC - Adventist Health Systemwest		Rapid Legal		\$ 77.25
12/14/2023		Process of Service of FAC - Sonora Community Hospital		Rapid Legal		\$ 77.25
12/26/2023		Proof of Service of First Amended Complaint - Two Entities		Rapid Legal		\$ 190.55
02/29/2024		Case Management Statement (3.15.24)		Rapid Legal		\$ 293.55
05/01/2024		Joint Stipulation to Designate Case as Complex		Rapid Legal		\$ 211.15
10/02/2024		Joint Stip for SAC; Ntc of Change of Address; Exhibit List		Rapid Legal		\$ 299.73
11/13/2024		Notice of Association of RS		Rapid Legal		\$ 231.75
02/21/2025		Notice of Disassociation of TF		Rapid Legal		\$ 190.55
06/04/2025		Mediation (6.4.25)		Judicate West		\$ 7,500.00
07/11/2025		Joint Stip to Cont Case Management Conference (7.25.25); POS		Rapid Legal		\$ 248.40
07/13/2025		Expert Mediation Analysis		Berger Consulting Group		\$ 6,710.00
08/21/2025		Court Call 8.29.25		CourtCall		\$ 72.00
8/29/25		Joint Case Management Statement		Rapid Legal		\$ 227.70
10/31/25		Joint Case Management Statement		Rapid Legal		\$ 227.70
FUTURE		Motion for PAGA Approval		Rapid Legal		\$ 80.00
FUTURE		Notice of Entry of Judgement Order		Rapid Legal		\$ 15.24
FUTURE		Declaration of Administration - Compliance Hearing		Rapid Legal		\$ 15.24

Total	\$ 18,153.70
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