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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JACQUELINE MEADOWS, an individual,
and on behalf of the State of California, as
a private attorney general,

Plaintiff,

v.

AIR METHODS LLC., a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Case No.: **BCV-24-102271**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: June 5, 2025

Hearing Time: 8:30 a.m.

Judge: Hon. Gregory A. Pulskamp
Dept.: J

Action Filed: November 15, 2023

Trial Date: Not Set

1 I, Sergio J. Puche, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Air Methods LLC, (“Defendant”) is attached as Exhibit #1. On November 19,
10 2024, the Parties engaged in a mediation session before mediator Tagore Subramaniam. Through
11 arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle
12 the PAGA claims in this Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
15 Workforce Development Agency (“LWDA”) on January 22, 2024, on behalf of Plaintiff Jacqueline
16 Meadows, requesting authorization from the LWDA to seek civil penalties as provided by the Private
17 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
18 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day
19 notice period for the LWDA to notify of its intent to investigate has expired for the Plaintiff. On July
20 8, 2024, Plaintiff Jacqueline Meadows filed a Representative Action Complaint in this Court against
21 Defendant Air Methods, LLC, alleging a cause of action for recovery of civil penalties for Violation
22 of the PAGA [Labor Code §§ 2698, *et seq.*].

23 Plaintiff and Defendant agreed to private mediation with Tagore Subramaniam, Esq. Prior to
24 the mediation, the Parties conducted significant investigation and discovery of the facts and law.
25 Defendant produced documents relating to its policies, practices, and procedures regarding paying
26 non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
27 operations policies, and more. Plaintiff was provided with sufficient records and data to determine the
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1 number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties
2 agree that the above-described investigation and evaluation, as well as the information exchanged
3 during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions
4 and to compromise the issues on a fair and equitable basis.

5 (b) Plaintiff's theories of PAGA liability as argued at mediation alleged that Defendant is
6 liable for uncompensated off the clock work, meal and rest period violations, regular rate violations,
7 and a failure to reimburse. Throughout the PAGA Period, Employees were expected to be on call at
8 all times during their 24 hour shifts, however, the only time employees could claim missed meal
9 periods were when they were on an active flight at the 5 hour mark and could then claim a missed
10 meal period at the end of the shift. Therefore the majority of missed meal period were not recorded
11 nor paid. Moreover, employees were stuck on premises during their 24-hour shift. Defendant
12 underpaid meal premiums and sick pay at the hourly rate in pay periods where Defendant paid Plaintiff
13 and the Aggrieved Employees non-discretionary shift incentive payments. The data analyzed
14 demonstrated a 99.4% meal violation rate as most shifts did not have a recorded Meal. Despite this,
15 only 50% of the meal violations had meal premiums paid. 58 shifts were analyzed from 5/3/2023 to
16 11/8/2023 for the Plaintiff. The violation rate was 100% or 49 unique meal violations, including 2 late
17 first meals, 46 missed first meals, 1 short meal, and 46 missed second meals. Plaintiff and the
18 Aggrieved Employees regularly used their personal cell phones to call and text management and co-
19 workers. Calls and texts would be sent to Plaintiff and the Aggrieved Employees both on and off the
20 clock regularly. Plaintiff had to take a Pilot in her personal vehicle to the base but was never
21 reimbursed. Defendant's own policy 1) requires employees to obtain approval for mobile device
22 reimbursement; 2) limited reimbursement to only \$50.00 per month; and 3) refused to pay invoices
23 older than 30 days.

24 (c) On November 19, 2024, the Parties engaged in a mediation session before mediator
25 Tagore Subramaniam, a respected and experienced mediator knowledgeable of both the wage and hour
26 laws and representative claims at issue in this action. Through arms-length negotiations with the
27 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
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1 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
2 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
3 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
4 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential
5 defenses and expert findings, and the significant delay and potential appellate issues inherent to
6 litigation – and was reached after extensive arm’s length negotiations, with the assistance of mediator,
7 Tagore Subramaniam, Esq.

8 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
9 settle Plaintiff’s individual claims arising out of her employment with Defendant, and release of all
10 known and unknown claims against Defendant and the Released Parties under Civil Code § 1542,
11 pursuant to separate confidential Individual Settlement Agreement (“Individual Settlement”)
12 (Agreement at ¶ 5.2). The individual claims are not at issue in this action and exist independent and
13 apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73,
14 80 (2020) (the “[s]ettlement of individual claims does not strip an Aggrieved Employee of standing,
15 as the state’s authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.)
16 The Gross PAGA Settlement Amount does not include the Plaintiff’s separate individual settlement
17 for individual non-PAGA Discrimination and Retaliation claims that have been separately
18 memorialized in a confidential settlement agreement and separately funded by Defendant. (Agreement
19 at ¶5.1.1).

20 4. The claim before this Court on this motion is solely the representative claim under
21 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
22 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at
23 ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
24 payment in the amount of \$225,000 to resolve the Released PAGA Claims (hereinafter referred to as
25 the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$225000, there is a
26 deduction of attorneys’ fees (“PAGA Counsel Fees Payment”) up to \$75,000 (which is one-third of the
27 PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”)
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1 in an amount not to exceed \$30,000, and Settlement Administration Costs (“Administration Expenses
2 Payment”) not to exceed \$4,350. (Agreement at ¶¶ 3.2.1-3.2.4). Additionally, a Service Award in the
3 amount of \$10,000 has been allocated for payment to Plaintiff. After these deductions, the amount
4 remaining is the “PAGA Payment”, which is estimated to be no less than \$105,650. Of the PAGA
5 Payment amount, seventy-five percent (75%) (no less than \$79,237.50) will be paid to the LWDA and
6 the remaining twenty-five percent (25%) (no less than \$25,412.50) will be paid to the Aggrieved
7 Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699 as explained
8 by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies because
9 Plaintiff’s PAGA Notice was submitted before June 2024. See Cal. Lab Code § 2699 (v) (2024). Of the
10 PAGA Payment amount, seventy-five percent (75%) (no less than \$118,625.25) will be paid to the
11 LWDA and the remaining twenty-five percent (25%) (no less than \$39,541.75) will be paid to the
12 Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699
13 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still
14 applies because this Action was filed before June 2024.

15 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
16 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
17 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
18 The PAGA Period is the time period from May 4, 2023, to January 21, 2025 (Agreement at ¶1.24). For
19 mediation, Defendant represented that there are approximately 196 Aggrieved Employees who worked
20 approximately 6,408 pay periods PAGA Period through September 13, 2024. (Agreement at ¶4.1).

21 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount
22 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

23 Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives,
24 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally,
25 release and discharge Released Parties from all claims, transactions, or occurrences that occurred during
26 the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
27 alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s
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1 Release”). Plaintiff’s Release does not extend to her individual claims being separately settled with the
2 Individual Settlement, or to any claims or actions to enforce this Agreement, or to any claims for vested
3 benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation
4 benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences
5 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
6 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
7 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such
8 different or additional facts or Plaintiff’s discovery of them. (Agreement at ¶ 5.1).

9 Plaintiff’s Individual Claims. Pursuant to a separate confidential settlement agreement, in
10 addition to the Gross PAGA Settlement Amount, Plaintiff and Defendant have agreed on an Individual
11 Settlement to resolve all of Plaintiff individual claims. The Individual Settlement will be paid by the
12 Settlement Administrator. The Individual Settlement is made in exchange for a general release of all
13 individual claims arising out of employment with Defendant, including a waiver of any unknown claims
14 pursuant to California Civil Code section 1542, which will be detailed in a separate confidential
15 settlement agreement. (Agreement at ¶ 5.11).

16 Release by Aggrieved Employee. All Aggrieved Employees are deemed to release, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims.”
19 “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could
20 have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices
21 submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including but not limited
22 to claims related to: violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a),
23 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
25 Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and civil penalties
26 pursuant to Labor Code §§ 2699 et seq. (PAGA), and expressly excluding Plaintiff’s Individual
27 Settlement which is subject to a separate confidential settlement agreement and release, claims for
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1 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
2 unemployment insurance, disability, social security, workers' compensation, and California class
3 claims, and Plaintiff's individual claims that are subject to a separate release, and PAGA claims outside
4 of the PAGA period. (Agreement at ¶ 5.2).

5 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former
6 attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA
7 Fees incurred in connection with the Operative Complaint and PAGA Notice, and the PAGA Period
8 facts stated in the Operative Complaint and the PAGA Notice. (Agreement at ¶ 5.3).

9 PAGA Counsel Fees Payment equal to one-third of the Gross PAGA Settlement amount
10 (\$75,000), and PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$30,000 will
11 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
12 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to
13 exceed \$4,350 to perform the administrative duties to distribute the settlement money shall also be paid.
14 (Agreement at ¶¶ 3.2.1-3.2.2)

15 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
16 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
17 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$275,000
18 constitutes \$35.11 per pay period. This PAGA Settlement amount compares favorably to the estimated
19 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
20 amount of statutory PAGA civil penalties was potentially \$640,800 based on 6,408 pay periods
21 applicable to the Aggrieved Employees during the PAGA Period.¹ Importantly, however, these
22 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
23 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$550,000 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent 2024 amendment of PAGA casts further doubt on
the availability of stacking penalties.

1 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
2 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
3 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
4 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
5 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
6 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
7 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$32,040, which is far less
8 than this settlement provides.

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

11 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
12 amount of \$75,000 representing one-third of the \$225,000 Gross PAGA Settlement Amount. The
13 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
14 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
15 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
16 \$275,000, and this result justifies the requested fees equal to one third of this recovery. This percentage
17 is within the standard contingent recovery percentage of one-third, and this percentage is what was
18 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
19 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
20 fee award is less than PAGA Counsel's current lodestar of \$74,551.34 representing just a 1.006
21 multiplier, with significant additional work to be performed. As detailed in the accompanying billing
22 statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current
23 lodestar for my firm in this court matter as of May 9, 2025, is \$74,551.34 for more than 88 hours of
24 work prosecuting the claims being resolved by this Settlement. This time does not include time
25 incurred after the billing was finalized and the time spent managing the completion of the settlement,
26 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
27 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
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1 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
2 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
3 award is less than the lodestar, there can be no question of the reasonableness of the award.

4 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
5 Counsel, which currently are \$21,368.84 which is less than the \$30,000 allocation for costs in the
6 Agreement, so the difference of \$8,631.16 will be added to the PAGA Payment amount. The litigation
7 expenses incurred by BNBD total \$21,368.84 and were all reasonably necessary to the litigation. The
8 specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

9 Experience and Qualifications

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

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

1 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
2 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
3 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

4 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
5 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
7 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
8 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
9 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
10 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
11 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
12 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
13 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
14 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
15 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
16 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
17 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
18 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
19 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
20 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
21 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
22 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
23 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
24 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
25 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
26 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
27 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
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1 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
2 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
3 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
4 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
5 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
6 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
7 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
8 negotiated, and which courts have approved.

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

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

25 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
26 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
27 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
28

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

21
22 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
23 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
24 proof of service. The proposed Notice which will accompany the checks to Aggrieved Employees has
25 been agreed upon by the Parties and is attached hereto as Exhibit #7

26
27 12. Settlement Administration – ILYM Group, Inc., ("ILYM") was selected as the
28

1 Settlement Administrator based upon their estimate. We obtained estimates from Apex Class Action
2 Administration (“APEX”), and ILYM using the same criteria. The ILYM estimate provides for
3 Administration Expenses in the amount of \$3,9500. The APEX estimate was \$4,500. As a result, the
4 lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support
5 of this motion which addresses their qualifications and their estimate as Exhibit #6.

6
7 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
8 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

9
10 14. PAGA Penalties Valuation

11 (a) Plaintiff’s theories of PAGA liability as argued at mediation alleged that
12 Defendant is liable for uncompensated off the clock work, meal and rest period violations, regular rate
13 violations, and a failure to reimburse. Throughout the PAGA Period, Employees were expected to be
14 on call at all times during their 24 hour shifts, however, the only time employees could claim missed
15 meal periods were when they were on an active flight at the 5 hour mark and could then claim a missed
16 meal period at the end of the shift. Therefore the majority of missed meal period were not recorded
17 nor paid. Moreover, employees were stuck on premises during their 24-hour shift. Defendant
18 underpaid meal premiums and sick pay at the hourly rate in pay periods where Defendant paid Plaintiff
19 and the Aggrieved Employees non-discretionary shift incentive payments. The data analyzed
20 demonstrated a 99.4% meal violation rate as most shifts did not have a recorded Meal. Despite this,
21 only 50% of the meal violations had meal premiums paid. 58 shifts were analyzed from 5/3/2023 to
22 11/8/2023 for the Plaintiff. The violation rate was 100% or 49 unique meal violations, including 2 late
23 first meals, 46 missed first meals, 1 short meal, and 46 missed second meals. Plaintiff and the
24 Aggrieved Employees regularly used their personal cell phones to call and text management and co-
25 workers. Calls and texts would be sent to Plaintiff and the Aggrieved Employees both on and off the
26 clock regularly. Plaintiff had to take a Pilot in her personal vehicle to the base but was never
27 reimbursed. Defendant’s own policy 1) requires employees to obtain approval for mobile device
28

1 reimbursement; 2) limited reimbursement to only \$50.00 per month; and 3) refused to pay invoices
2 older than 30 days.

3 On November 19, 2024, the Parties engaged in an all-day mediation

4 (b) For mediation, Defendant represented that there are approximately 125 Aggrieved
5 Employees who collectively worked approximately 196 pay periods during the PAGA Period as such
6 there were 6,408 potential violations.

7 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
8 statutory PAGA civil penalties was potentially \$640,800 without stacking based on 6,408 pay periods
9 applicable to the 196 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay period.²

10 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
11 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
12 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
13 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
14 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
15 would be only \$32,040 at trial, which is far less than this settlement provides.

16 (e) Plaintiff believes that under the new standard announced by the California Supreme
17 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
18 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
19 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
20 were intentional or knowing as those terms are used in the Labor Code.

21 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
22 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
23 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
24

25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$640,800 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 argue that the violations are because of a change in law, and not any intentional or knowing violation
2 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
3 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
4 unnecessary.

5 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
6 suffered a violation for each period the employee worked in relation to meal or rest period violations,
7 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
8 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
9 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
10 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
11 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
12 which are resolved by the Agreement. Defendant has maintained and offered information supporting
13 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
14 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
15 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
16 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
17 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
18 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
19 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
20 attorneys believe that the PAGA Settlement is fair and reasonable.

21 15. Service Award - In the Agreement at paragraph 1.28, "Service Award" means the
22 service payment made to the Plaintiff in order to compensate her for initiating the Action, performing
23 work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the
24 and for the general release of all claims by the Plaintiff. Plaintiff request the Service Award of \$10,000,
25 as recognition for Plaintiff's efforts in securing this Settlement for the benefit of the Aggrieved
26 Employees and the LWDA. The Agreement provides for service awards as the named Plaintiff not
27 only served as the representative for these claims, but also is justified in light of the reputational risk
28

1 that Plaintiff assumed by litigating claims against a former employer. *See Billingshausen v. Tractor*
2 *Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony
3 that future employers can easily learn that a prospective employee served as a plaintiff through the
4 internet); *see also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS
5 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is
6 searchable on the internet and may become known to prospective employers when evaluating the
7 person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties,
8 [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent
9 [parties].”).

10 Employers commonly screen employee candidates to determine whether they have ever filed
11 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
12 process. In fact, an entire industry has developed for providing employers with background
13 information on employee candidates. By bringing this action against an employer, Plaintiff has
14 assumed considerable reputational risk that may impact his ability to find employment in the future.
15 *La Fleur v. Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal.
16 June 25, 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the
17 lawsuit will harm their future job prospects in the industry).

18 Moreover, the separate settlement payment is reasonable because Plaintiff “remained fully
19 involved and expended considerable time and energy during the course of the litigation.” *See In re*
20 *Toys ‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted his time and
21 effort toward assisting his attorneys with the prosecution of the claims, and assisted counsel with
22 finalizing the settlement. Service awards are regularly awarded in this amount. *See e.g. Andrews v.*
23 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
24 requested service awards of \$15,000 each are appropriate).

25 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive a modest
26 additional payment from the settlement as a “bounty” for their special effort in vindicating the State’s interests
27 by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative action is therefore a type
28

1 of qui tam action.”); *see also* *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 500
2 (2012) (“The person who brings the qui tam action, called the ‘relator,’ stands in the shoes of the People of the
3 State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under
4 section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a
5 bounty.”) (internal citations omitted).

6 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
7 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose
8 and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only
9 means of inducing such private parties to come forward with their information.”) (internal quotations
10 omitted). This is especially important in this context, as “the lack of government resources to enforce
11 the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned
12 to detect and prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the
13 incentive payment, fewer employees would be willing to step forward, and PAGA’s primary
14 purpose—enforcement of the Labor Code—would be substantially undermined.

15 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
16 Amount of \$225,000, the Agreement provides for the accompanying Proposed Order and Judgment to
17 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
18 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
19 claims of the Aggrieved Employees are being affected or released.

20 27. The release of claims for PAGA penalties appears in the Agreement at paragraph 5.2.
21 Plaintiff’s Release makes clear that it binds only the named Plaintiff and her respective former and
22 present spouses, representatives, agents, attorneys (including PAGA Counsel) heir, administrators,
23 successors, and assigns. (Agreement at ¶ 5.1). The “Released Parties” are limited to “Defendant and
24 each of its parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees,
25 attorneys, and insurers.” (Agreement at ¶ 1.26). The release by Aggrieved Employees at paragraph
26 5.2 is appropriately limited to “all claims for PAGA penalties that were alleged, or reasonably could
27 have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices
28

1 submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including but not
2 limited to claims related to: violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221,
3 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California
4 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
5 Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and civil
6 penalties pursuant to Labor Code §§ 2699 et seq. (PAGA), and expressly excluding Plaintiff's
7 Individual Settlement which is subject to a separate confidential settlement agreement and release,
8 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
9 unemployment insurance, disability, social security, workers' compensation, and California class
10 claims, and Plaintiff's individual claims that are subject to a separate release, and PAGA claims
11 outside of the PAGA period."

12 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
13 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
14 Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed
15 Property Fund in the name of the individual who failed to cash their check.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 9th day of May, 2025 at La Jolla, California.

18 /s/ Sergio J. Puche
19 Sergio J. Puche
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Jacqueline Meadows (“Plaintiff”) acting in her private attorney general capacity, and Defendant Air Methods, LLC, formerly known as Air Methods Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the action *Jacqueline Meadows v. Air Methods Corporation*, Case No. BCV-24101348, filed on July 8, 2024 and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee in the position of a Clinician at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Kern.
- 1.9. “Defendant” means named defendant Air Methods, LLC, formerly known as Air Methods Corporation.

- 1.10. “Defense Counsel” means Lonnie D. Giamela and Sean T. Kingston of the law firm of Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date upon which the Court signs an Order approving the Settlement.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$225,000, which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administrator Expenses. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein., which shall be separately funded by Defendant.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Individual Settlement” means a Defendant’s payment of an individual settlement amount to Plaintiff pursuant to a separate confidential settlement agreement between Plaintiff and Defendant to resolve Plaintiff’s individual claims that are not being released in this Agreement.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *Et seq.*).
- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s January 22, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from May 4, 2023 to January 21, 2025.
- 1.25. “Plaintiff” means Jacqueline Meadows, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means Defendant and each of its parents, subsidiaries, affiliates, officers, shareholders, directors, agents, employees, attorneys, and insurers.
- 1.28. “Service Award” means the service payment made to Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 22, 2024, Plaintiff served a PAGA Notice to the LWDA of factual allegations regarding Defendant’s alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide wages when due and failure to provide suitable seating.
- 2.2. On July 8, 2024, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California, County of Kern Case No. BCV-24-102271, alleging a single cause of action against Defendant for recovery of civil penalties under PAGA based on various alleged California Labor Code violations. Plaintiff’s Representative Action Complaint is the “Operative Complaint” in this Action.
- 2.3. On November 19, 2024, the Parties engaged in a mediation session before mediator Tagore Subramaniam, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing

of a Memorandum of Understanding. In addition to the Gross PAGA Settlement Amount, Plaintiff and Defendant have agreed to an Individual Settlement. Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

- 2.4. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendant produced documents relating to employee payroll spreadsheets, its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll policies, operations policies, and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- 2.5. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$225,000 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$75,000 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$4,350 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$4,350, the Administrator will retain the remainder in the PAGA Payment.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$105,650 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$79,237.50) allocated to the LWDA PAGA Payment and 25% (no less than \$26,412.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- 3.2.4 To Plaintiff: Plaintiff shall request from the Court Service Award payment in the amount of \$10,000.00, as recognition for Plaintiff's efforts in securing this Settlement for the benefit of the Aggrieved Employees and the LWDA and in exchange for releasing the Plaintiffs' Released Claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for Service Awards in this amount. In the event the Service Award is approved for less than \$10,000.00 Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement

Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Defendant has represented that the Aggrieved Employees consist of approximately 196 employees who collectively worked approximately 6,408 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount, and Plaintiff's separate Individual Settlement, by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the

Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

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

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

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

5.1.1 Plaintiff's Individual Claims. Pursuant to a separate confidential settlement agreement, in addition to the Gross PAGA Settlement Amount, Plaintiff and Defendant have agreed on an Individual Settlement to resolve all of Plaintiff individual claims. The Individual Settlement will be paid by the Settlement Administrator. The Individual Settlement is made in exchange for a general release of all individual claims arising out of employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which will be detailed in a separate confidential settlement agreement

5.2 Release by Aggrieved Employee. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims.” “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including but not limited to claims related to: violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and civil penalties pursuant to Labor Code §§ 2699 *et seq.* (PAGA), and expressly excluding Plaintiff’s Individual Settlement which is subject to a separate confidential settlement agreement and release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims outside of the PAGA period.

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

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

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.

Defendant has represented that the Aggrieved Employees consist of approximately 196 employees who collectively worked approximately 6,408 PAGA Pay Periods during the PAGA Period. If that number is incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

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

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

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

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

about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

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

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Lonnie D. Giamela
lgiamela@fisherphillips.com
Sean T. Kingston
skingston@fisherphillips.com
Fisher & Phillips LLP
2050 Main Street, Suite 1000

Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 03/08/2025 
Jacqueline Meadows (Mar 8, 2025 10:50 PST)
Plaintiff Jacqueline Meadows

Dated: _____

[name]
For Defendant Air Methods, LLC, f/k/a Air Methods Corporation

Dated: 3/10/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lonnie D. Giamela
Sean T. Kingston
Fisher & Phillips LLP
Attorneys for Defendant

Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

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- 10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant
- 10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

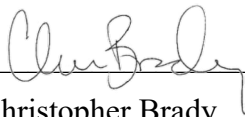
11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Jacqueline Meadows

Dated: 11 March 2025



Christopher Brady [name]
For Defendant Air Methods, LLC, f/k/a Air Methods Corporation

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 3/11/2025



Lonnie D. Giamela
Sean T. Kingston
Fisher & Phillips LLP
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/30/2025
Due On: 05/30/2025

Jacqueline Meadows
30220 Knight Court
Tehachapi, CA 93561

CA3190

Air Methods Corporation

Services

Attorney	Date	Notes	Quantity	Rate	Total
SB	01/11/2024	Initial review of employment file, prepare case analysis, discuss with ND	2.80	\$450.00	\$1,260.00
SB	01/12/2024	Review prior filings vs. Defendant, advise ND	2.60	\$450.00	\$1,170.00
SB	01/17/2024	Draft complaint	2.60	\$450.00	\$1,170.00
SB	01/19/2024	Draft PAGA letter and case notes	2.60	\$450.00	\$1,170.00
RE	04/06/2024	Review & analyze employment file documents	2.00	\$675.00	\$1,350.00
RE	04/07/2024	Review, revise & edit class action complaint; finalize draft	2.75	\$675.00	\$1,856.25
RE	04/18/2024	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	04/18/2024	Review & finalize class action complaint package; file in Kern Sup. Ct.	0.75	\$675.00	\$506.25
RE	04/22/2024	Review court returned documents re class action; review docket; memo to firm re judicial/department assignment & status of initial case management conference & OSC re failure to file pos of summons	0.50	\$675.00	\$337.50
HD	04/22/2024	Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client	0.50	\$250.00	\$125.00

		now that Complaint has been filed. Register to track the case via Lexis-Court Link.			
JH	04/24/2024	Review/analyze Plaintiff's Docs and docs from 1198.5 request; create exhibit book and update case notes	2.00	\$750.00	\$1,500.00
TM	04/25/2024	Reviewed Plaintiff's documents and exhibit book.	0.50	\$450.00	\$225.00
JH	05/01/2024	Review correspondence from defense counsel re arb agreement; analyze arb agreement and discuss with KN	0.60	\$750.00	\$450.00
TM	05/01/2024	Reviewed Defendant's meet and confer letter re arbitration.	0.40	\$450.00	\$180.00
KN	05/01/2024	Analysis of arbitration issues; review agreement; advise JH	0.30	\$950.00	\$285.00
JH	05/07/2024	Prepare for and attend meet and confer call with defense counsel; discuss with AJB; advise team	0.60	\$750.00	\$450.00
JH	05/17/2024	Discuss with ND: f/u with defense counsel re proposed mediators	0.40	\$750.00	\$300.00
RE	06/16/2024	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50
HD	06/17/2024	Process and submit the Request and [Proposed] Order for Dismissal of Action Without Prejudice and Declaration ISO to court for filing via One Legal and serve courtesy copy to counsel via email.	0.30	\$250.00	\$75.00
SP	06/17/2024	Discussed with RE and team. Reviewed correspondence. Revised and finalized the Stipulation to Dismiss in the PAGA and the Request for Dismissals in the PAGA matters. Arranged for service and filing of Dismissals.	1.50	\$675.00	\$1,012.50
TM	06/27/2024	Emails to and from client re mediation.	0.60	\$450.00	\$270.00
TM	06/28/2024	Planned and prepared for call with client in preparation for mediation; Drafted client intake form; drafted harassment chart; drafted MDR; Call with client re mediation.	1.60	\$450.00	\$720.00
TM	07/01/2024	Revised and finalized Plaintiff's MDR; Email to OPC re MDR.	0.40	\$450.00	\$180.00
RE	07/08/2024	Draft summons & civil case cover sheet re PAGA Action	0.50	\$675.00	\$337.50
RE	07/08/2024	Review & finalize PAGA only action; file.	0.75	\$675.00	\$506.25
RE	07/09/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/dept. assignment & status of initial CMC and OSC re POS	0.50	\$675.00	\$337.50

RE	07/09/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
TM	07/09/2024	Reviewed Court's notice of assignment and OSC re POS.	0.20	\$450.00	\$90.00
TM	08/09/2024	Reviewed file and court docket to determine status; discussed status of matter with team in preparation for upcoming OSC hearing.	0.50	\$450.00	\$225.00
TM	08/12/2024	Planned and prepared for upcoming OSC re POS hearing.	0.50	\$450.00	\$225.00
RE	08/30/2024	Review file; confer w team re status of service; email to OPC re service of PAGA action via NAR	0.40	\$675.00	\$270.00
RE	08/30/2024	Review corresp. from OPC re service via NAR re PAGA action; prep docs for service of process; draft NAR; email to OPC w/docs; instruct staff to mail hard copies per code	0.70	\$675.00	\$472.50
SP	08/30/2024	Reviewed case notes, documents, and correspondence. Discussed Mediation Data Request with TM.	0.50	\$675.00	\$337.50
JH	08/30/2024	Review/analyze corresp. from defense counsel re arbitration; discuss with KN	0.60	\$750.00	\$450.00
JH	09/11/2024	Review file and docket re status of class dismissal	0.30	\$750.00	\$225.00
SB	09/18/2024	Review and revise complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	09/19/2024	Draft & file POS of summons w executed NAR; memo to firm re post service written discovery re PAGA action	0.75	\$675.00	\$506.25
SP	10/03/2024	Reviewed case notes, documents, pleadings and correspondence. Drafted, revised and finalized Mediation Data Request and served on OPC.	2.30	\$675.00	\$1,552.50
SP	10/16/2024	Reviewed Correspondence re mediation.	0.40	\$675.00	\$270.00
JH	10/17/2024	Review/analyze meet and confer re mediation doc/data production; discuss with SP	0.40	\$750.00	\$300.00
TM	10/20/2024	Reviewed and analyzed Answer to PAGA Complaint.	0.80	\$450.00	\$360.00
HD	11/04/2024	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
SP	11/06/2024	Reviewed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
JH	11/07/2024	Discuss with KN and ND re class claims and transportation exemptions	0.50	\$750.00	\$375.00

SP	11/07/2024	Researched FAA exemption. Discussed with NJD and KN. Reviwed documents and case notes. Sent correspondence and left voicemail for Client. Sent correspondence re: class composition to OPC.	1.70	\$675.00	\$1,147.50
SP	11/08/2024	Spoke with client and obtained facts for FAA exemption. Updated case notes and NJD.	1.20	\$675.00	\$810.00
SP	11/11/2024	Reviewed correspondence, case notes, pleadings and documents. Discussed with team. Sent correspondence to Experts.	0.40	\$675.00	\$270.00
JH	11/12/2024	Analyze claims and discuss with ND and SP; corresp. w defense counsel re class composition and defenses	1.00	\$750.00	\$750.00
SP	11/12/2024	Reviewed documents and revised exhibit book. Drafted Mediation brief, revised and saved exhibits. Corresponded with Team, OPC and Expert. Updated Case notes.	6.30	\$675.00	\$4,252.50
SB	11/12/2024	Speak with client in advance of mediation, analyze claims, advise ND	2.60	\$450.00	\$1,170.00
SB	11/15/2024	Prepare for mediation, review and analyze mediation brief, advise ND	2.80	\$450.00	\$1,260.00
JH	11/20/2024	Discuss with ND re outcome of mediation; assess valuation and advise team	1.00	\$750.00	\$750.00
JH	11/25/2024	Review/analyze draft MOU	0.40	\$750.00	\$300.00
JH	12/11/2024	Review/revise revisions to draft MOU	0.40	\$750.00	\$300.00
JH	12/19/2024	Review file; draft CMC stmt; advise team re filing	0.50	\$750.00	\$375.00
HD	12/19/2024	Review ROA and case status. Review court Notice of CMC. Draft shell for Plaintiff's Case Management Statement. Forward to Attorney Herman for completion and finalization.	0.50	\$250.00	\$125.00
HD	12/19/2024	Draft Proof of Service. Execute and finalize. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	12/20/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
JH	01/06/2025	Review/analyze file; prepare for and attend CMC; advise team; draft/revise notice of ruling	1.00	\$750.00	\$750.00
HD	01/06/2025	Draft Notice of Ruing and Continued CMC. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
JH	02/03/2025	Review MOU; discuss with ND; review procedural	3.60	\$750.00	\$2,700.00

		posture and costs to date; draft longform PAGA agreement and circulate to defense counsel for review; draft individual longform agreement and circulate to defendant for review			
TM	02/14/2025	Reviewed email from OPC re status of MOU and settlement agreement.	0.20	\$450.00	\$90.00
TM	02/17/2025	Review file; drafted Joint CMC statement	1.10	\$450.00	\$495.00
TM	02/17/2025	Review file; drafted Plaintiff's CMC Statement.	0.70	\$450.00	\$315.00
HD	02/20/2025	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	02/20/2025	Reviewed Defendant's CMC Statement.	0.40	\$450.00	\$180.00
JH	02/20/2025	Review draft CMC stmt; advise TM	0.30	\$750.00	\$225.00
JH	02/21/2025	Review/analyze Defendant's CMC stmt	0.30	\$750.00	\$225.00
JH	02/24/2025	Review/analyze Defendant's proposed revisions to longform agreements; discuss with KN and ND; further revise	1.00	\$750.00	\$750.00
KN	03/06/2025	Review revisions to Agreement and memo from JH; respond and advise JH	0.75	\$950.00	\$712.50
JH	03/06/2025	Further discuss longform agreements with KN; further revise and circulate to confirm they are ready for execution; finalize and circulate for execution	0.70	\$750.00	\$525.00
JH	03/10/2025	Review file; f/u with KN re execution of agreement	0.20	\$750.00	\$150.00
SP	03/10/2025	Reviewed and analyzed correspondence, orders and docket. Drafted, revised and finalized Notice of ruling. Discussed with team and ensured it was served and filed.	1.20	\$675.00	\$810.00
HD	03/10/2025	Execute and finalize Proof of Service. Process and submit Notice of Ruling and Further Case Management Conference and Hearing on Plaintiff's Motion for Paga Approval to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
JH	03/11/2025	Review fully executed agreement; save to file; advise SP re PAGA Approval Motion	0.40	\$750.00	\$300.00
TM	03/11/2025	Review file; drafted declaration of Meadows ISO PAGA Approval motion; email to client re declaration.	2.50	\$450.00	\$1,125.00
SP	04/24/2025	Reviewed and analyzed MOU, Settlement Agreement, Mediation Brief, Complaint, PAGA Letters and case notes. Drafted PAGA Approval	6.90	\$675.00	\$4,657.50

Motion. Drafted Declaration. Sent request to TPA
for Declaration.

JH	04/30/2025	Review/analyze draft Mtn for PAGA Approval	0.70	\$750.00	\$525.00
				Quantity Subtotal	88.55
				Services Subtotal	\$53,182.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/24/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	04/19/2024	Onelegal/Court Fees	1.00	\$1,496.58	\$1,496.58
Expense	06/03/2024	Lexis Nexis	1.00	\$172.00	\$172.00
Expense	06/14/2024	Mediation Fee - Tagore Subramaniam	1.00	\$8,500.00	\$8,500.00
Expense	06/19/2024	One Legal Invoice No. 06132856	1.00	\$51.48	\$51.48
Expense	06/20/2024	One Legal Invoice No. 06133688	1.00	\$19.10	\$19.10
Expense	06/25/2024	One Legal Invoice No. 06149632	1.00	\$39.84	\$39.84
Expense	07/01/2024	LexisNexis	1.00	\$209.00	\$209.00
Expense	07/09/2024	One Legal/Court Fees	1.00	\$467.08	\$467.08
Expense	08/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	08/12/2024	One Legal/Court Fees	1.00	\$39.84	\$39.84
Expense	08/12/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	08/12/2024	One Legal Invoice No. 06275257	1.00	\$39.87	\$39.87
Expense	08/12/2024	One Legal Invoice No. 06276874	1.00	\$51.48	\$51.48
Expense	09/16/2024	LexisNexis	1.00	\$242.00	\$242.00
Expense	09/24/2024	One Legal/Court Fees	1.00	\$15.44	\$15.44
Expense	09/30/2024	LexisNexis	1.00	\$227.00	\$227.00
Expense	10/04/2024	One Legal/Court Fees	1.00	\$19.31	\$19.31
Expense	11/01/2024	LexisNexis	1.00	\$253.00	\$253.00
Expense	12/01/2024	LexisNexis	1.00	\$209.00	\$209.00
Expense	12/05/2024	Expert Fees - Berger Consulting Group.	1.00	\$8,800.00	\$8,800.00
Expense	12/19/2024	One Legal/Court Fees	1.00	\$15.44	\$15.44

Expense	12/23/2024	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	12/31/2024	LexisNexis	1.00	\$21.85	\$21.85
Expense	01/31/2025	LexisNexis	1.00	\$19.17	\$19.17
Expense	02/21/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	02/28/2025	LexisNexis	1.00	\$19.45	\$19.45
Expense	03/11/2025	One Legal/Court Fees	1.00	\$21.37	\$21.37
Expense	03/31/2025	LexisNexis	1.00	\$19.32	\$19.32
Expenses Subtotal					\$21,368.84

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Ricardo Ehmann	15.0	\$675.00	\$10,125.00
Jeffrey Herman	16.9	\$750.00	\$12,675.00
Trevor Moran	10.8	\$450.00	\$4,860.00
Kyle Nordrehaug	1.05	\$950.00	\$997.50
Sergio Puche	22.6	\$675.00	\$15,255.00
Heather Drosi	3.6	\$250.00	\$900.00
Quantity Total			88.55
Subtotal			\$74,551.34
Total			\$74,551.34

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/30/2025	\$74,551.34	\$0.00	\$74,551.34
Outstanding Balance				\$74,551.34
Total Amount Outstanding				\$74,551.34

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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

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

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 5

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1004

January 22, 2024
CA3190

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Air Methods Corporation
Certified Mail #9589071052700182377447
C T Corporation System
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Air Methods Corporation in California, including any employees staffed with Air Methods Corporation by a third party, and classified as non-exempt employees during the time period of January 22, 2023 until a date as determined by the Court. Our offices represent Plaintiff Jacqueline Meadows (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Air Methods Corporation (“Defendant”). Plaintiff was employed by Defendant in California from November of 2022 to November of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF KERN**

9 JACQUELINE MEADOWS, an individual, on
10 behalf of herself and on behalf of all persons
11 similarly situated,

12 Plaintiff,

13 vs.

14 AIR METHODS CORPORATION, a
15 corporation; and DOES 1 through 50, inclusive,

16 Defendants.
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Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB CODE §§201-204, 233, 246.

DEMAND FOR A JURY TRIAL

1 Jacqueline Meadows ("PLAINTIFF"), an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following.

4
5 **THE PARTIES**

6 1. Air Methods Corporation ("DEFENDANT") is a corporation that at all relevant
7 times mentioned herein conducted and continues to conduct substantial business in California.

8 2. DEFENDANT provides emergency medical services via air transportation.

9 3. PLAINTIFF was employed by DEFENDANT in California from November of
10 2022 to November of 2023. PLAINTIFF was at all times classified by DEFENDANT as a
11 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
12 periods and payment of minimum and overtime wages due for all time worked.

13 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
14 defined as all individuals who are or previously were employed by DEFENDANT in California,
15 including any employees staffed with DEFENDANT by a third party, and classified as non-
16 exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
17 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
18 (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim
19 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

20 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
22 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice
23 which failed to lawfully compensate these employees. DEFENDANT's policy and practice
24 alleged herein was an unlawful, unfair and deceptive business practice whereby
25 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
26 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
27 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
28 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA

1 CLASS who have been economically injured by DEFENDANT's past and current unlawful
2 conduct, and all other appropriate legal and equitable relief.

3 6. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 7. The agents, servants and/or employees of the Defendants and each of them
13 acting on behalf of the Defendants acted within the course and scope of his, her or its
14 authority as the agent, servant and/or employee of the Defendants, and personally
15 participated in the conduct alleged herein on behalf of the Defendants with respect to the
16 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
17 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
18 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
19 of the conduct of the Defendants' agents, servants and/or employees.

20 21 THE CONDUCT

22 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
3 break. DEFENDANT, as a matter of established company policy and procedure, administers
4 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
5 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
6 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
7 than they would have been paid had they been paid for actual recorded time rather than
8 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring
9 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that
10 DEFENDANT, as a condition of employment, required these employees to submit to
11 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior
12 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
13 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
14 wage compensation, and off-duty meal breaks by working without their time being correctly
15 recorded and without compensation at the applicable rates. DEFENDANT's policy and
16 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
17 worked, is evidenced by DEFENDANT's business records.

18 9. State and federal law provides that employees must be paid overtime and meal
19 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
20 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
21 pay that is tied to specific elements of an employee's performance.

22 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
23 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and other
6 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
7 to do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

9 11. As a result of their rigorous work schedules, PLAINTIFF and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
11 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and other CALIFORNIA CLASS Members were required from time to time to perform
13 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
14 receiving a meal break. Further, DEFENDANT from time to time failed to provide
15 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
16 some workdays in which these employees were required by DEFENDANT to work ten (10)
17 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
18 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
19 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
20 without additional compensation and in accordance with DEFENDANT's corporate policy
21 and practice.

22 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS Members were also required from time to time to work in excess of
24 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
25 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
26 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
28 time, and a first, second and third rest period of at least ten (10) minutes for some shifts

1 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
2 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
3 the applicable California Wage Order requires employers to provide employees with off-
4 duty rest periods, which the California Supreme Court defined as time during which an
5 employee is relieved from all work related duties and free from employer control. In so
6 doing, the Court held that the requirement under California law that employers authorize and
7 permit all employees to take rest period means that employers must relieve employees of all
8 duties and relinquish control over how employees spend their time which includes control
9 over the locations where employees may take their rest period. Employers cannot impose
10 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
11 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
12 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
13 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
14 premises during their rest period.

15 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
16 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
17 actual amount of time these employees worked. Pursuant to the Industrial Welfare
18 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
19 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
20 employee was subject to the control of an employer, including all the time the employee was
21 permitted or suffered to permit this work. DEFENDANT required these employees to work
22 off the clock without paying them for all the time they were under DEFENDANT's control.
23 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
25 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
26 working without their time being accurately recorded and without compensation at the
27 applicable minimum wage and overtime wage rates. To the extent that the time worked off
28 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay

1 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
2 1197, and 1197.1.

3 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 other members of the CALIFORNIA CLASS with complete and accurate wage statements
5 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
6 Code § 226 provides that every employer shall furnish each of his or her employees with an
7 accurate itemized wage statement in writing showing, among other things, gross wages
8 earned and all applicable hourly rates in effect during the pay period and the corresponding
9 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
10 Members were paid on an hourly basis. As such, the wage statements should reflect all
11 applicable hourly rates during the pay period and the total hours worked, and the applicable
12 pay period in which the wages were earned pursuant to California Labor Code Section
13 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
14 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
15 wage statements failed to identify the accurate total hours worked each pay period. When
16 the hours shown on the wage statements were added up, they did not equal the actual total
17 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
18 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
19 itemized wage statement that lists all the requirements under California Labor Code 226 *et*
20 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
21 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
22 § 226.

23 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
24 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
25 the wages are paid not more than seven (7) calendar days following the close of the payroll
26 period. Cal. Lab. Code § 210 provides:

27 in [I]n addition to, and entirely independent and apart from, any other penalty provided
28 this article, every person who fails to pay the wages of each employee as provided in
Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount
4 unlawfully withheld.

5 16. DEFENDANT from time to time failed to pay PLAINTIFF and members of
6 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
7 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
8 the “Hourly” regular wage payments.

9 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
10 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
11 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
12 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
13 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
14 Members at their base rates of pay.

15 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
16 employees be calculated by dividing the employee’s total wages, not including overtime
17 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
18 days of employment.

19 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
20 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
21 earned non-discretionary incentive wages which increased their regular rate of pay.
22 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
23 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
24 pay, as required under Cal. Lab. Code Section 246.

25 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
27 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
28 informed and believes and based thereon alleges that such failure to pay sick pay at regular
rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose

1 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
2 Sections 201-203.

3 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
4 to collect or receive from an employee any part of wages theretofore paid by said employer
5 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
6 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
7 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
8 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
9 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
10 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
11 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
12 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

13 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
15 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
16 consequence of discharging their duties on behalf of DEFENDANT. Under California
17 Labor Code Section 2802, employers are required to indemnify employees for all expenses
18 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
19 states that "an employer shall indemnify his or her employee for all necessary expenditures
20 or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though unlawful,
22 unless the employee, at the time of obeying the directions, believed them to be unlawful."

23 23. In the course of their employment PLAINTIFF and other CALIFORNIA
24 CLASS Members as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
3 CLASS incurred unreimbursed business expenses which included, but were not limited to,
4 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
5 DEFENDANT.

6 24. In violation of the applicable sections of the California Labor Code and the
7 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
8 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
9 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
10 Employees suitable seating when the nature of these employees' work reasonably permitted
11 sitting.

12 25. DEFENDANT knew or should have known that PLAINTIFF and other
13 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
14 not interfere with the performance of their duties, and that DEFENDANT did not provide
15 suitable seating and/or did not allow them to sit when it did not interfere with the
16 performance of their duties.

17 26. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
18 Employees, DEFENDANT violated California Labor Code Section 1198 and California
19 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
20 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on
21 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
22 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
23 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
24 Code and regulations promulgated thereunder as herein alleged.

25 27. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
26 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
27 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
28 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-

1 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
2 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
3 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
4 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
5 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
6 business records. The amount in controversy for PLAINTIFF individually does not exceed
7 the sum or value of \$75,000.

8 **JURISDICTION AND VENUE**

9 28. This Court has jurisdiction over this Action pursuant to California Code of
10 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
11 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
12 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

13 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
15 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
16 facilities in this County and/or conducts substantial business in this County, and (ii)
17 committed the wrongful conduct herein alleged in this County against members of the
18 CALIFORNIA CLASS.

19 **THE CALIFORNIA CLASS**

20 30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
21 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
22 "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a
23 California class, defined as all individuals who are or previously were employed by
24 DEFENDANT in California, including any employees staffed with DEFENDANT by a
25 third party, and classified as non-exempt employees(the "CALIFORNIA CLASS") at any
26 time during the period beginning four (4) years prior to the filing of this Complaint and
27
28

1 ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD").
2 The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is
3 under five million dollars (\$5,000,000.00).

4 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA
5 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
6 accordingly.

7 32. DEFENDANT, as a matter of company policy, practice and procedure, and in
8 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
9 Order requirements, and the applicable provisions of California law, intentionally,
10 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
11 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
12 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
13 this work and permits or suffers to permit this work.

14 33. DEFENDANT has the legal burden to establish that each and every
15 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
16 required by California laws. The DEFENDANT, however, as a matter of policy and
17 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
18 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
19 Member is paid as required by law. This common business practice is applicable to each
20 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
21 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
22 (the "UCL") as causation, damages, and reliance are not elements of this claim.

23 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
24 CLASS Members is impracticable.

25 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under
26 California law by:

- 27 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
28 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly

1 and/or deceptively having in place company policies, practices and
2 procedures that failed to record and pay PLAINTIFF and the other
3 members of the CALIFORNIA CLASS for all time worked, including
4 minimum wages owed and overtime wages owed for work performed
5 by these employees; and,

- 6 (b) Committing an act of unfair competition in violation of the UCL, by
7 failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

9 36. This Class Action meets the statutory prerequisites for the maintenance of a
10 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 11 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
12 that the joinder of all such persons is impracticable and the disposition
13 of their claims as a class will benefit the parties and the Court;
- 14 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
15 issues that are raised in this Complaint are common to the
16 CALIFORNIA CLASS will apply to every member of the
17 CALIFORNIA CLASS;
- 18 (c) The claims of the representative PLAINTIFF are typical of the claims
19 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
20 the other members of the CALIFORNIA CLASS, was classified as a
21 non-exempt employee paid on an hourly basis who was subjected to the
22 DEFENDANT's deceptive practice and policy which failed to provide
23 the legally required meal and rest periods to the CALIFORNIA CLASS
24 and thereby underpaid compensation to PLAINTIFF and
25 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
26 result of DEFENDANT's employment practices. PLAINTIFF and the
27 members of the CALIFORNIA CLASS were and are similarly or
28

1 identically harmed by the same unlawful, deceptive and unfair
2 misconduct engaged in by DEFENDANT; and,

- 3 (d) The representative PLAINTIFF will fairly and adequately represent and
4 protect the interest of the CALIFORNIA CLASS, and has retained
5 counsel who are competent and experienced in Class Action litigation.
6 There are no material conflicts between the claims of the representative
7 PLAINTIFF and the members of the CALIFORNIA CLASS that would
8 make class certification inappropriate. Counsel for the CALIFORNIA
9 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
10 Members.

11 37. In addition to meeting the statutory prerequisites to a Class Action, this action
12 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 13 (a) Without class certification and determination of declaratory, injunctive,
14 statutory and other legal questions within the class format, prosecution
15 of separate actions by individual members of the CALIFORNIA
16 CLASS will create the risk of:

- 17 1) Inconsistent or varying adjudications with respect to individual
18 members of the CALIFORNIA CLASS which would establish
19 incompatible standards of conduct for the parties opposing the
20 CALIFORNIA CLASS; and/or,
21 2) Adjudication with respect to individual members of the
22 CALIFORNIA CLASS which would as a practical matter be
23 dispositive of interests of the other members not party to the
24 adjudication or substantially impair or impede their ability to
25 protect their interests.

- 26 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
27 to act on grounds generally applicable to the CALIFORNIA CLASS,
28 making appropriate class-wide relief with respect to the CALIFORNIA

1 CLASS as a whole in that DEFENDANT failed to pay all wages due to
2 members of the CALIFORNIA CLASS as required by law;

3 1) With respect to the First Cause of Action, the final relief on
4 behalf of the CALIFORNIA CLASS sought does not relate
5 exclusively to restitution because through this claim
6 PLAINTIFF seeks declaratory relief holding that the
7 DEFENDANT's policy and practices constitute unfair
8 competition, along with declaratory relief, injunctive relief, and
9 incidental equitable relief as may be necessary to prevent and
10 remedy the conduct declared to constitute unfair competition;

11 (c) Common questions of law and fact exist as to the members of the
12 CALIFORNIA CLASS, with respect to the practices and violations of
13 California law as listed above, and predominate over any question
14 affecting only individual CALIFORNIA CLASS Members, and a Class
15 Action is superior to other available methods for the fair and efficient
16 adjudication of the controversy, including consideration of:

17 1) The interests of the members of the CALIFORNIA CLASS in
18 individually controlling the prosecution or defense of separate
19 actions in that the substantial expense of individual actions will
20 be avoided to recover the relatively small amount of economic
21 losses sustained by the individual CALIFORNIA CLASS
22 Members when compared to the substantial expense and burden
23 of individual prosecution of this litigation;

24 2) Class certification will obviate the need for unduly duplicative
25 litigation that would create the risk of:

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA CLASS, which
28

1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA CLASS would as a practical matter be
5 dispositive of the interests of the other members not
6 parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA CLASS Members will avoid asserting
10 their legal rights out of fear of retaliation by DEFENDANT,
11 which may adversely affect an individual's job with
12 DEFENDANT or with a subsequent employer, the Class Action
13 is the only means to assert their claims through a representative;
14 and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class
17 treatment will obviate the need for unduly and unnecessary
18 duplicative litigation that is likely to result in the absence of
19 certification of this action pursuant to Cal. Code of Civ. Proc. §
20 382.

21 38. This Court should permit this action to be maintained as a Class Action
22 pursuant to Cal. Code of Civ. Proc. § 382 because:

23 (a) The questions of law and fact common to the CALIFORNIA CLASS
24 predominate over any question affecting only individual CALIFORNIA
25 CLASS Members because the DEFENDANT's employment practices
26 are applied with respect to the CALIFORNIA CLASS;

27 (b) A Class Action is superior to any other available method for the fair
28 and efficient adjudication of the claims of the members of the

1 CALIFORNIA CLASS because in the context of employment litigation
2 a substantial number of individual CALIFORNIA CLASS Members
3 will avoid asserting their rights individually out of fear of retaliation or
4 adverse impact on their employment;

5 (c) The members of the CALIFORNIA CLASS are so numerous that it is
6 impractical to bring all members of the CALIFORNIA CLASS before
7 the Court;

8 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
9 be able to obtain effective and economic legal redress unless the action
10 is maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the acts of unfair competition, statutory violations
13 and other improprieties, and in obtaining adequate compensation for the
14 damages and injuries which DEFENDANT's actions have inflicted
15 upon the CALIFORNIA CLASS;

16 (f) There is a community of interest in ensuring that the combined assets of
17 DEFENDANT are sufficient to adequately compensate the members of
18 the CALIFORNIA CLASS for the injuries sustained;

19 (g) DEFENDANT has acted or refused to act on grounds generally
20 applicable to the CALIFORNIA CLASS, thereby making final class-
21 wide relief appropriate with respect to the CALIFORNIA CLASS as a
22 whole;

23 (h) The members of the CALIFORNIA CLASS are readily ascertainable
24 from the business records of DEFENDANT; and,

25 (i) Class treatment provides manageable judicial treatment calculated to
26 bring a efficient and rapid conclusion to all litigation of all wage and
27 hour related claims arising out of the conduct of DEFENDANT as to
28 the members of the CALIFORNIA CLASS.

1 39. DEFENDANT maintains records from which the Court can ascertain and
2 identify by job title each of DEFENDANT's employees who have been intentionally
3 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
4 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
5 similarly situated employees when they have been identified.

6
7 **THE CALIFORNIA LABOR SUB-CLASS**

8 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
9 Eighth, and Ninth Causes Action on behalf of a California sub-class, defined as all members
10 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
11 California, including any employees staffed with DEFENDANT by a third party, and
12 classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
13 time during the period three (3) years prior to the filing of the complaint and ending on the
14 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
15 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
16 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
17 (\$5,000,000.00).

18 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
19 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
20 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
21 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
23 these employees, even though DEFENDANT enjoyed the benefit of this work, required
24 employees to perform this work and permitted or suffered to permit this work.
25 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
26 which these employees are entitled in order to unfairly cheat the competition and unlawfully
27 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
28

1 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
2 should be adjusted accordingly.

3 42. DEFENDANT maintains records from which the Court can ascertain and
4 identify by name and job title, each of DEFENDANT's employees who have been
5 intentionally subjected to DEFENDANT's company policy, practices and procedures as
6 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
7 additional job titles of similarly situated employees when they have been identified.

8 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
9 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

10 44. Common questions of law and fact exist as to members of the CALIFORNIA
11 LABOR SUB-CLASS, including, but not limited, to the following:

- 12 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
13 pay compensation due to members of the CALIFORNIA LABOR
14 SUB-CLASS for missed meal and rest breaks in violation of the
15 California Labor Code and California regulations and the applicable
16 California Wage Order;
- 17 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS with accurate
19 itemized wage statements;
- 20 (c) Whether DEFENDANT has engaged in unfair competition by the
21 above-listed conduct;
- 22 (d) The proper measure of damages and penalties owed to the members of
23 the CALIFORNIA LABOR SUB-CLASS; and,
- 24 (e) Whether DEFENDANT's conduct was willful.

25 45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
26 CLASS under California law by:

- 27 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
28 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-

1 CLASS all wages due for overtime worked, for which DEFENDANT is
2 liable pursuant to Cal. Lab. Code § 1194;

3 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
4 accurately pay PLAINTIFF and the members of the CALIFORNIA
5 LABOR SUB-CLASS the correct minimum wage pay for which
6 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

7 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
8 the members of the CALIFORNIA LABOR SUB-CLASS with an
9 accurate itemized statement in writing showing the corresponding
10 correct amount of wages earned by the employee;

11 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
12 PLAINTIFF and the other members of the CALIFORNIA LABOR
13 SUB-CLASS with all legally required off-duty, uninterrupted thirty
14 (30) minute meal breaks and the legally required off-duty rest breaks;

15 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
16 when an employee is discharged or quits from employment, the
17 employer must pay the employee all wages due without abatement, by
18 failing to tender full payment and/or restitution of wages owed or in the
19 manner required by California law to the members of the
20 CALIFORNIA LABOR SUB-CLASS who have terminated their
21 employment; and,

22 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
23 and the CALIFORNIA LABOR SUB-CLASS members with necessary
24 expenses incurred in the discharge of their job duties.

25 46. This Class Action meets the statutory prerequisites for the maintenance of a
26 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

27 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
28 are so numerous that the joinder of all CALIFORNIA LABOR SUB-

1 CLASS Members is impracticable and the disposition of their claims as
2 a class will benefit the parties and the Court;

3 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
4 issues that are raised in this Complaint are common to the
5 CALIFORNIA LABOR SUB-CLASS and will apply to every member
6 of the CALIFORNIA LABOR SUB-CLASS;

7 (c) The claims of the representative PLAINTIFF are typical of the claims
8 of each member of the CALIFORNIA LABOR SUB-CLASS.
9 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
10 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
11 was subjected to the DEFENDANT's practice and policy which failed
12 to pay the correct amount of wages due to the CALIFORNIA LABOR
13 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
14 DEFENDANT's employment practices. PLAINTIFF and the members
15 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
16 identically harmed by the same unlawful, deceptive, and unfair
17 misconduct engaged in by DEFENDANT; and,

18 (d) The representative PLAINTIFF will fairly and adequately represent and
19 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
20 has retained counsel who are competent and experienced in Class
21 Action litigation. There are no material conflicts between the claims of
22 the representative PLAINTIFF and the members of the CALIFORNIA
23 LABOR SUB-CLASS that would make class certification
24 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
25 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
26 CLASS Members.

27 47. In addition to meeting the statutory prerequisites to a Class Action, this action
28 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 1 (a) Without class certification and determination of declaratory, injunctive,
2 statutory and other legal questions within the class format, prosecution
3 of separate actions by individual members of the CALIFORNIA
4 LABOR SUB-CLASS will create the risk of:
- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the CALIFORNIA LABOR SUB-CLASS which
7 would establish incompatible standards of conduct for the
8 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
9 2) Adjudication with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS which would as a
11 practical matter be dispositive of interests of the other members
12 not party to the adjudication or substantially impair or impede
13 their ability to protect their interests.
- 14 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
15 acted or refused to act on grounds generally applicable to the
16 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
17 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
18 whole in that DEFENDANT fails to pay all wages due. Including the
19 correct wages for all time worked by the members of the
20 CALIFORNIA LABOR SUB-CLASS as required by law;
- 21 (c) Common questions of law and fact predominate as to the members of
22 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
23 and violations of California Law as listed above, and predominate over
24 any question affecting only individual CALIFORNIA LABOR SUB-
25 CLASS Members, and a Class Action is superior to other available
26 methods for the fair and efficient adjudication of the controversy,
27 including consideration of:
28

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class

1 treatment will obviate the need for unduly and unnecessary
2 duplicative litigation that is likely to result in the absence of
3 certification of this action pursuant to Cal. Code of Civ. Proc. §
4 382.

5 48. This Court should permit this action to be maintained as a Class Action
6 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 7 (a) The questions of law and fact common to the CALIFORNIA LABOR
8 SUB-CLASS predominate over any question affecting only individual
9 CALIFORNIA LABOR SUB-CLASS Members;
- 10 (b) A Class Action is superior to any other available method for the fair
11 and efficient adjudication of the claims of the members of the
12 CALIFORNIA LABOR SUB-CLASS because in the context of
13 employment litigation a substantial number of individual
14 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
15 their rights individually out of fear of retaliation or adverse impact on
16 their employment;
- 17 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
18 numerous that it is impractical to bring all members of the
19 CALIFORNIA LABOR SUB-CLASS before the Court;
- 20 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
21 Members, will not be able to obtain effective and economic legal
22 redress unless the action is maintained as a Class Action;
- 23 (e) There is a community of interest in obtaining appropriate legal and
24 equitable relief for the acts of unfair competition, statutory violations
25 and other improprieties, and in obtaining adequate compensation for the
26 damages and injuries which DEFENDANT's actions have inflicted
27 upon the CALIFORNIA LABOR SUB-CLASS;
28

- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of
3 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally
5 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
6 making final class-wide relief appropriate with respect to the
7 CALIFORNIA LABOR SUB-CLASS as a whole;
- 8 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
9 ascertainable from the business records of DEFENDANT. The
10 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
11 CLASS Members who worked for DEFENDANT in California at any
12 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 13 (i) Class treatment provides manageable judicial treatment calculated to
14 bring a efficient and rapid conclusion to all litigation of all wage and
15 hour related claims arising out of the conduct of DEFENDANT as to
16 the members of the CALIFORNIA LABOR SUB-CLASS.

17
18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

20 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

21 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

22 49. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
23 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
24 this Complaint.

25 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
26 Code § 17021.

27 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
28 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section

1 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
2 competition as follows:

3 Any person who engages, has engaged, or proposes to engage in unfair
4 competition may be enjoined in any court of competent jurisdiction. The court
5 may make such orders or judgments, including the appointment of a receiver,
6 as may be necessary to prevent the use or employment by any person of any
7 practice which constitutes unfair competition, as defined in this chapter, or as
8 may be necessary to restore to any person in interest any money or property,
9 real or personal, which may have been acquired by means of such unfair
10 competition.

11 Cal. Bus. & Prof. Code § 17203.

12 52. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Industrial Wage Order(s), the California Code of Regulations and the California
15 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
16 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
17 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
18 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
19 held to constitute unfair competition, including restitution of wages wrongfully withheld.

20 53. By the conduct alleged herein, DEFENDANT's practices were unlawful and
21 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
22 unscrupulous or substantially injurious to employees, and were without valid justification or
23 utility for which this Court should issue equitable and injunctive relief pursuant to Section
24 17203 of the California Business & Professions Code, including restitution of wages
25 wrongfully withheld.

26 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and
27 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
28 mandated meal and rest periods, the required amount of compensation for missed meal and
rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
Standards Act overtime wages due for overtime worked as a result of failing to include non-

1 discretionary incentive compensation into their regular rates of pay for purposes of
2 computing the proper overtime pay due to a business practice that cannot be justified,
3 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
4 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
5 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
6 restitution of wages wrongfully withheld.

7 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
9 the other members of the CALIFORNIA CLASS to be underpaid during their employment
10 with DEFENDANT.

11 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
12 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
13 provide all legally required meal breaks to PLAINTIFF and the other members of the
14 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

15 57. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
16 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
17 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
18 pay for each workday in which a second off-duty meal period was not timely provided for
19 each ten (10) hours of work.

20 58. PLAINTIFF further demands on behalf of herself and each member of the
21 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
22 duty paid rest period was not timely provided as required by law.

23 59. By and through the unlawful and unfair business practices described herein,
24 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
25 the other members of the CALIFORNIA CLASS, including earned wages for all time
26 worked, and has deprived them of valuable rights and benefits guaranteed by law and
27 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
28 allow DEFENDANT to unfairly compete against competitors who comply with the law.

1 60. All the acts described herein as violations of, among other things, the
2 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
3 California Labor Code, were unlawful and in violation of public policy, were immoral,
4 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
5 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
6 *seq.*

7 61. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
8 to, and do, seek such relief as may be necessary to restore to them the money and property
9 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
10 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
11 unfair business practices, including earned but unpaid wages for all time worked.

12 62. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
13 entitled to, and do, seek a declaration that the described business practices are unlawful,
14 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
15 from engaging in any unlawful and unfair business practices in the future.

16 63. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
17 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
18 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
19 unabated. As a result of the unlawful and unfair business practices described herein,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
21 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
22 from continuing to engage in these unlawful and unfair business practices.

23
24 **SECOND CAUSE OF ACTION**

25 **For Failure To Pay Minimum Wages**

26 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

27 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

28 **and Against All Defendants)**

1 64. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

4 65. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
6 California Labor Code and the Industrial Welfare Commission requirements for
7 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
8 CALIFORNIA CLASS Members.

9 66. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
10 public policy, an employer must timely pay its employees for all hours worked.

11 67. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
12 the commission is the minimum wage to be paid to employees, and the payment of a less
13 wage than the minimum so fixed is unlawful.

14 68. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
15 wages, including minimum wage compensation and interest thereon, together with the costs
16 of suit.

17 69. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
18 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
19 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
20 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
21 other members of the CALIFORNIA LABOR SUB-CLASS.

22 70. DEFENDANT's unlawful wage and hour practices manifested, without
23 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
24 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
25 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
26 wage pay.

27 71. In committing these violations of the California Labor Code, DEFENDANT
28 inaccurately calculated the correct time worked and consequently underpaid the actual time

1 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
2 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
3 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
4 requirements and other applicable laws and regulations.

5 72. As a direct result of DEFENDANT's unlawful wage practices as alleged
6 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
7 not receive the correct minimum wage compensation for their time worked for
8 DEFENDANT.

9 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
10 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
11 Members to work without paying them for all the time they were under DEFENDANT's
12 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
13 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
14 that they were entitled to, constituting a failure to pay all earned wages.

15 74. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS for the true time they worked, PLAINTIFF and the other members of the
18 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
19 injury in amounts which are presently unknown to them and which will be ascertained
20 according to proof at trial.

21 75. DEFENDANT knew or should have known that PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
23 time worked. DEFENDANT elected, either through intentional malfeasance or gross
24 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
25 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
26 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
27 wages for their time worked.
28

1 76. In performing the acts and practices herein alleged in violation of California
2 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
3 CLASS for all time worked and provide them with the requisite compensation,
4 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
5 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
6 with a conscious and utter disregard for their legal rights, or the consequences to them, and
7 with the despicable intent of depriving them of their property and legal rights, and otherwise
8 causing them injury in order to increase company profits at the expense of these employees.

9 77. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
11 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
12 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
13 extent minimum wage compensation is determined to be owed to the CALIFORNIA
14 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
15 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
16 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
17 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
18 conduct as alleged herein was willful, intentional and not in good faith. Further,
19 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
20 and recover statutory costs.

21
22 **THIRD CAUSE OF ACTION**

23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code § 510]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

1 78. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
3 paragraphs of this Complaint.

4 79. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
6 California Labor Code and the Industrial Welfare Commission requirements for
7 DEFENDANT's failure to pay these employees for all overtime worked, including, work
8 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
9 and/or forty (40) hours in any workweek.

10 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
11 public policy, an employer must timely pay its employees for all hours worked.

12 81. Cal. Lab. Code § 510 further provides that employees in California shall not
13 be employed more than eight (8) hours per workday and more than forty (40) hours per
14 workweek unless they receive additional compensation beyond their regular wages in
15 amounts specified by law.

16 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
17 wages, including minimum wage and overtime compensation and interest thereon, together
18 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
19 employee for longer hours than those fixed by the Industrial Welfare Commission is
20 unlawful.

21 83. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
22 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
23 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
24 including overtime work.

25 84. DEFENDANT's unlawful wage and hour practices manifested, without
26 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
27 implementing a policy and practice that failed to accurately record overtime worked by
28 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate

1 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
3 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
4 workweek.

5 85. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
8 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
9 violation of the California Labor Code, the Industrial Welfare Commission requirements and
10 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
11 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
12 LABOR SUB-CLASS did not receive full compensation for overtime worked.

13 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
14 from the overtime requirements of the law. None of these exemptions are applicable to the
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
17 subject to a valid collective bargaining agreement that would preclude the causes of action
18 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
19 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
20 of non-negotiable, non-waiveable rights provided by the State of California.

21 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
22 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
23 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

24 88. DEFENDANT failed to accurately pay the PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
26 worked which was in excess of the maximum hours permissible by law as required by Cal.
27 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime

1 as to which DEFENDANT failed to accurately record and pay as evidenced by
2 DEFENDANT's business records and witnessed by employees.

3 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
4 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
7 injury in amounts which are presently unknown to them and which will be ascertained
8 according to proof at trial.

9 90. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
11 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
13 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

15 91. In performing the acts and practices herein alleged in violation of California
16 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
17 CLASS for all overtime worked and provide them with the requisite overtime compensation,
18 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
19 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 with a conscious of and utter disregard for their legal rights, or the consequences to them,
21 and with the despicable intent of depriving them of their property and legal rights, and
22 otherwise causing them injury in order to increase company profits at the expense of these
23 employees.

24 92. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all overtime wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
27 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
28 extent minimum and/or overtime compensation is determined to be owed to the

1 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
2 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
3 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
4 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
5 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
6 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
7 are entitled to seek and recover statutory costs.

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13 **FOURTH CAUSE OF ACTION**

14 **For Failure to Provide Required Meal Periods**

15 **[Cal. Lab. Code §§ 226.7 & 512]**

16 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
17 **Defendants)**

18 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
19 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
20 paragraphs of this Complaint.

21 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
22 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
23 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
24 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
25 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
26 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
27 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
28 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.

1 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
2 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
3 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
4 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
5 second off-duty meal period in some workdays in which these employees were required by
6 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
7 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
8 breaks without additional compensation and in accordance with DEFENDANT's strict
9 corporate policy and practice.

10 95. DEFENDANT further violates California Labor Code §§ 226.7 and the
11 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
12 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
13 the applicable Wage Order, one additional hour of compensation at each employee's regular
14 rate of pay for each workday that a meal period was not provided.

15 96. As a proximate result of the aforementioned violations, PLAINTIFF and
16 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
17 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
18 suit.

19 **FIFTH CAUSE OF ACTION**

20 **For Failure to Provide Required Rest Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 97. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 98. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
28 from time to time required to work in excess of four (4) hours without being provided ten

(10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

99. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

100. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

102. Cal. Labor Code § 226 provides that an employer must furnish employees with

1 an "accurate itemized" statement in writing showing:

- 2 (1) gross wages earned,
- 3 (2) total hours worked by the employee, except for any employee whose
- 4 compensation is solely based on a salary and who is exempt from payment of
- 5 overtime under subdivision (a) of Section 515 or any applicable order of the
- 6 Industrial Welfare Commission,
- 7 (3) the number of piece-rate units earned and any applicable piece rate if the employee
- 8 is paid on a piece-rate basis,
- 9 (4) all deductions, provided that all deductions made on written orders of the
- 10 employee may be aggregated and shown as one item,
- 11 (5) net wages earned,
- 12 (6) the inclusive dates of the period for which the employee is paid,
- 13 (7) the name of the employee and his or her social security number, except that by
- 14 January 1, 2008, only the last four digits of his or her social security number or an
- 15 employee identification number other than a social security number may be shown on
- 16 the itemized statement,
- 17 (8) the name and address of the legal entity that is the employer, and
- 18 (9) all applicable hourly rates in effect during the pay period and the corresponding
- 19 number of hours worked at each hourly rate by the employee.

11 103. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
12 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
13 wage statements which failed to show, among other things, the correct gross and net wages
14 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
15 employees with an accurate itemized wage statement in writing showing, among other
16 things, gross wages earned and all applicable hourly rates in effect during the pay period and
17 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
18 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
19 wage statements should reflect all applicable hourly rates during the pay period and the total
20 hours worked, and the applicable pay period in which the wages were earned pursuant to
21 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
22 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
23 such information. More specifically, the wage statements failed to identify the accurate total
24 hours worked each pay period. When the hours shown on the wage statements were added
25 up, they did not equal the actual total hours worked during the pay period in violation of
26 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
27 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
28

1 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
2 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
3 CLASS with wage statements which violated Cal. Lab. Code § 226.

4 104. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
5 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
7 expended calculating the correct wages for all missed meal and rest breaks and the amount
8 of employment taxes which were not properly paid to state and federal tax authorities.
9 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
10 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
11 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
12 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
13 226, in an amount according to proof at the time of trial (but in no event more than four
14 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
15 CALIFORNIA LABOR SUB-CLASS herein).

16
17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Reimburse Employees for Required Expenses**

19 **[Cal. Lab. Code § 2802]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 105. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
23 reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 106. Cal. Lab. Code § 2802 provides, in relevant part, that:

26 An employer shall indemnify his or her employee for all necessary
27 expenditures or losses incurred by the employee in direct consequence of the
28 discharge of his or her duties, or of his or her obedience to the directions of the
employer, even though unlawful, unless the employee, at the time of obeying
the directions, believed them to be unlawful.

1
2 107. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
3 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
4 CLASS members for required expenses incurred in the discharge of their job duties for
5 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
6 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
7 limited to, costs related to using their personal cellular phones on behalf of and for the
8 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
9 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
10 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
11 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
12 CLASS members for expenses resulting from using their personal cellular phones and home
13 offices for DEFENDANT within the course and scope of their employment for
14 DEFENDANT. These expenses were necessary to complete their principal job duties.
15 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
16 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
17 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
18 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
19 these expenses as an employer is required to do under the laws and regulations of California.

20 108. PLAINTIFF therefore demands reimbursement for expenditures or losses
21 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
22 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
23 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

24 **EIGHTH CAUSE OF ACTION**

25 **For Failure to Pay Wages When Due**

26 **[Cal. Lab. Code §§ 201, 202, 203]**

27 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

1 **and Against All Defendants)**

2 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
3 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
4 paragraphs of this Complaint.

5 110. Cal. Lab. Code § 200 provides, in relevant part, that:

6 As used in this article:

7 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
standard of time, task, piece, Commission basis, or other method of calculation.

8 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
agreement if the labor to be paid for is performed personally by the person
9 demanding payment.

10 111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
11 discharges an employee, the wages earned and unpaid at the time of discharge are due and
12 payable immediately."

13 112. Cal. Lab. Code § 202 provides, in relevant part, that:

14 If an employee not having a written contract for a definite period quits his
or her employment, his or her wages shall become due and payable not
15 later than 72 hours thereafter, unless the employee has given 72 hours
previous notice of his or her intention to quit, in which case the employee
16 is entitled to his or her wages at the time of quitting. Notwithstanding any
other provision of law, an employee who quits without providing a 72-
17 hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall
18 constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

19 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
20 SUB-CLASS Members' employment contract.

21 114. Cal. Lab. Code § 203 provides, in relevant part, that:

22 If an employer willfully fails to pay, without abatement or reduction, in
23 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
24 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
25 for more than 30 days.

26 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
27 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
28 owed as required by law. Additionally, at all times during the term of PLAINTIFF's

1 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
2 Members earned and accrued vested vacation and holiday time on the date of their
3 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
4 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
5 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
6 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
7 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
8 such wages at the regular rate of pay and more specifically the final rate of pay that included
9 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
10 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
11 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
12 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
13 discretionary incentive compensation into the vacation wage payment calculations.
14 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
15 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
16 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
17 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
18 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
19 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
20 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
21 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
22 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
23 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
24 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
25 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
26 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
27 provide compensation for earned, accrued and vested vacation and holiday time, as well as
28 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this

1 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
2 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
3 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
4 time accumulated at employment termination violated and continues to violate Section 227.3
5 of the California Labor Code.

6 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
7 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
8 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
9 of pay as penalty for not paying all wages due at time of termination for all employees who
10 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
11 demands an accounting and payment of all wages due, plus interest and statutory costs as
12 allowed by law.

13 ///

14 **NINTH CAUSE OF ACTION**

15 **For Failure to Pay Sick Pay Wages**

16 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

18 **and Against All Defendants)**

19 116. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 117. Cal Lab. Code § 233 provides that an employer must permit an employee to
23 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
24 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
25 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
26 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
27 right to sick pay wages, which an employer must calculate and compensate based on one of
28 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the

1 same manner as the regular rate of pay for the workweek in which the employee uses paid
2 sick time, whether or not the employee actually works overtime in that workweek,” or (ii)
3 “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s
4 total wages, not including overtime premium pay, by the employee’s total hours worked in
5 the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and
6 233, employees may sue to recover underpaid sick pay wages as damages.

7 118. As a matter of policy and practice, DEFENDANT pays sick pay wages to
8 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
9 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
10 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
11 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
12 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
13 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
14 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
15 employee’s total wages, not including overtime premium pay, by the employee’s total hours
16 worked in the full pay periods of the prior 90 days of employment. As a result,
17 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
18 CALIFORNIA LABOR-SUB-CLASS.

19 119. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
20 during each calendar month and are to be paid no later than the payday for the next regular
21 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
22 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
23 no later than the payday for the next regular payroll period after accrued sick leave is used
24 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
25 an employee, wages earned and unpaid at the time of discharge are due and payable
26 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
27 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
28 the employee has given 72-hour notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
2 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
3 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
4 wages of the employee shall continue as a penalty from the due date, and at the same rate
5 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
6 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
7 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
8 sue to recover applicable penalties.

9 120. As alleged herein and as a matter of policy and practice, DEFENDANT
10 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
11 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
12 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
13 among other Labor Code provisions. PLAINTIFF is informed and believes that
14 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
15 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
16 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
17 include those benefits to which an employee is entitled as a part of his or her compensation,
18 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
19 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
20 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
21 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
22 penalties.

23 121. Such a pattern, practice, and uniform administration of corporate policy is
24 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
26 attorney's fees, and costs of suit.

1
2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
4 severally, as follows:

5 1. On behalf of the CALIFORNIA CLASS:

- 6 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
7 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
8 B) An order temporarily, preliminarily and permanently enjoining and restraining
9 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
10 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
11 withheld from compensation due to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS; and,
13 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
14 for restitution of the sums incidental to DEFENDANT's violations due to
15 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

16 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 17 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
18 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
19 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
20 B) Compensatory damages, according to proof at trial, including compensatory
21 damages for minimum and overtime compensation due PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
23 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
24 statutory rate;
25 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
26 in which a violation occurs and one hundred dollars (\$100) per each member of
27 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
28

period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,

G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: January 22, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____

Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: January 22, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

EXHIBIT 6

DECLARATION OF ANTHONY ROGERS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and
11 correct copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class
12 action administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
13 ILYM Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Air Methods Corporation* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and
19 social security numbers, ILYM Group will upload the data into our database and check for duplicates
20 and other possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in
25 the NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group
26 does not locate an updated address in the NCOA database, it will use the original address provided by
27 Defendant for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$3,950.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 30th day of April 2025, at Tustin, California.

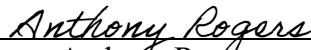
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17 Anthony Rogers
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Air Methods Corporation

Tuesday, February 4, 2025

Requesting Attorney:

Jeffrey S. Herman

Blumenthal Nordrehaug Bhowmik De Blouw LLP

jeffrey@bamlawca.com

858.551.1223

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

Trogers@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	215
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,295.45
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,434.55
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$3,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Air Methods Corporation

Tuesday, February 4, 2025

Requesting Attorney's Name: Jeffrey S. Herman

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll-Free Customer Service Representative	Flat Rate	\$80.45	1	\$80.45

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,295.45

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	215	\$322.50
USPS First Class 1oz Postage	Per Piece	\$0.65	215	\$139.75
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	24	\$47.30
Preparation of Taxes	Hourly	\$150.00	1	\$150.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,434.55

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$3,950.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 7

NOTICE OF PAGA SETTLEMENT

Meadows v. Air Methods Corporation,

Superior Court of the State of California, County of San Kern, Case No. BCV-2410134

ILYM Group, Inc.

P.O. Box _____

Telephone: _____

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiff Jacqueline Meadows (“Plaintiff”) acting in a private attorney general capacity against Defendant Air Methods LLC (“Defendant”) (the “Action”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee in the position of a Clinician at any time during the PAGA Period (the “Aggrieved Employees”). The PAGA Period is the period from May 4, 2023 to January 21, 2025.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Aggrieved Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all “Released PAGA Claims”. “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including but not limited to claims related to: violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and civil penalties pursuant to Labor Code §§ 2699 *et seq.* (PAGA), and expressly excluding claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA Period. By Judgment dated _____, 2025, the Superior Court of California for the County of Kern approved the settlement of the Action and the Released PAGA Claims.

According to the Defendant’s records, you are an Aggrieved Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. 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 individual who failed to cash their check.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

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

NOTICE OF PAGA SETTLEMENT