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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Case No. 23CV008763

RUTH OYENIYI ABE, MISTY BECK, and
SARAH CHRISTIAN, individually on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF GREATER
SACRAMENTO, INC, a Corporation; and
DOES 1 Through 50, Inclusive,

Defendants.

CLASS ACTION

**DECLARATION OF KENT L.
BRADBURY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 11, 2025

Time: 9:00 AM

Dept.: Dept 23

Judge: Hon. Jill H. Talley

Date Filed: October 6, 2022

Trial Date: Not set

1 I, Kent L. Bradbury, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiffs Ruth Oyeniyi Abe, Misty Beck, and Sarah
4 Christian (“Plaintiffs”) in this matter. I have personal knowledge of the facts set forth in this
5 declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I am making this declaration on behalf of my clients, the named Plaintiffs, the
7 putative class members, and in support of Plaintiffs’ Motion for Final Approval of Class Action
8 Settlement (“Motion”). Pursuant to Local Rule 2.99.05(C), I have reviewed the Court’s checklist
9 for approval of class and PAGA actions, and the moving papers filed along with this declaration
10 have been prepared in compliance with the checklist.

11 3. I am a seasoned litigation and trial attorney who has litigated numerous wage-and-
12 hour class action cases, both for Defendants and for Plaintiffs. Ever since I began practicing law,
13 I have practiced virtually exclusively California employment law, including individual and
14 representative actions on behalf of both employers and employees. I have worked on numerous
15 class action cases in California, in both Federal and Superior courts, since 2011.

16 4. I received my JD from McGeorge School of Law in 2011, graduating in the top
17 10% of my class, and was awarded the Order of the Coif.

18 5. Prior to joining Castle Law: California Employment Counsel in August 2018, I was
19 in-house counsel for the San Joaquin Regional Transit District. Prior to that I was an associate in
20 the employment group at Orrick, Herrington & Sutcliffe LLP in its Sacramento, California office.
21 I also worked as an associate at Fox Rothschild and at Hanson Bridgett, both times in San
22 Francisco. I have represented numerous large and small companies in high-stakes employment
23 cases involving discrimination, harassment, retaliation, misclassification, claims for unpaid wages,
24 violations of the California Labor Code, wrongful termination, and many other employment-
25 related claims.

26 6. I have experience representing clients’ interests in trials, appeals, arbitrations, and
27 mediations. Tim Del Castillo and I have tried three employment law cases in Sacramento
28 Superior Court together, including defending a certified class and Private Attorney General Act

1 (“PAGA”) action that went to trial in February 2019 before Honorable Steven M. Gevercer.
2 (*Baker v. Advanced Disability Management, Inc.*, Case No. 34-2014-00160711).

3 7. I have represented numerous individuals in class and PAGA representative actions,
4 including other matters in which class and PAGA action settlements have been approved with me
5 as counsel for Plaintiffs. Courts have routinely awarded my firm common fund fee percentages in
6 class and PAGA cases ranging from 33% to 40%. These cases include, but are not limited to, the
7 following: *Rooney v. Save Mart Supermarkets*, Sacramento Superior Court Case No. 34-2020-
8 00274973-CU-OE-GDS (class and PAGA action final approval granted for settlement); *Marie*
9 *Hogan v. Aecom Technical Services, Inc.*, Los Angeles County Superior Case No. 19STCV40072
10 (counsel for Plaintiff, wage-and-hour class action settlement final approval granted); *Christian*
11 *Sipin et al. v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-
12 2019-0004629 (counsel for Plaintiffs, wage-and-hour class and PAGA action, final approval of
13 settlement granted); *Saliba v. Amerigas Propane*, Sacramento Superior Case No. 34-2019-
14 00257327 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved);
15 *Gottlieb v. Agilent Tech.*, Sacramento Superior Case No. 34-2018-0244298 (counsel for Plaintiff,
16 PAGA settlement approved); *Williams v. RC Willey Home Furnishings*, Sacramento Superior
17 Court Case No. 34-2019-00272003 (counsel for Plaintiff, wage-and-hour class and PAGA action
18 settlement approved); *Nicholas Simon v. Maita Enterprises, Inc.*, Sacramento Superior Court Case
19 No. 34-2020-00276615; *Trujillo v. Valet Living, LLC*, Sacramento Superior Court Case No. 34-
20 2020-00273711 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement
21 approved); *Sakhel v. Cogir Management USA Inc.*, San Joaquin County Case No. STK-CV-UOE-
22 2020-0001215 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved);
23 *Ducheneaux v. Syufy Properties, Inc.*, Placer County Superior Court Case No. S-CV-0044826
24 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved); *Virgina Weeks*
25 *v. Purplebricks, Inc. et al.*, Orange County Case No. 30-2019-01111872 (counsel for Plaintiff,
26 wage-and-hour PAGA action settlement approved); *Susan Tanis v. Laser Eye Care of California,*
27 *LLC et al.*, Sacramento County Superior Court, Case No. 34-2021-00299140 (class and PAGA
28 action, final approval granted); *Robert Amador v. Jeff Thompson’s Auto Group, Inc.*, El Dorado
County Superior Court, Case No. PC20190146 (PAGA-only settlement approved); *Anthony Evans*

1 *et al v. Direct Delivery Service, Inc. et al.*, San Joaquin County Superior Court Case No. STK-
2 CV-UOE-2020-0003776 (class and PAGA action, preliminary approval granted) *Christina Hall v.*
3 *USA Multifamily Management, Inc. et al.*, Placer County Superior Court, Case No. S-CV-0045899
4 (class and PAGA action, approval granted); *Edmundo Holguin v. Hawthorne Machinery Co.*, San
5 Diego County Superior Court, Case No. 37-2021-00003107 (PAGA settlement approved); *Hailey*
6 *Popovich v. Russell Cellular, Inc.*, Fresno County Superior Court, Case No. 20CECG02552
7 (PAGA settlement approved); *Irene Ramos et al. v. TDB Communications, Inc. et al.*, Sacramento
8 County Superior Court, Case No. 34-2021-00310107 (PAGA and class settlement approved);
9 *Alfonso Ortega et al. v. Hooked On Solar, Inc.*, Placer County Superior Court, Case No. S-CV-
10 0048295 (PAGA and class settlement approved); *Blake Ahlers v. Rideout Memorial Hospital*,
Yuba County Superior Court, Case No. CVC22-00115 (PAGA settlement approved)

11 8. Additionally, I am the attorney for Plaintiffs in numerous other currently pending
12 class and PAGA representative actions in Superior Courts throughout the state, including but not
13 limited to: *Lisa Lefanty v. Kaiser Foundation Hospitals*, Stanislaus County Superior Court Case
14 No. CV-21-004430 (class and PAGA action pending);; *Adrian Hernandez v. Santa Fe Mercados*,
15 *Inc.*, Monterey County Superior Court, Case No. 21CV000222 (class and PAGA action pending);
16 *Rana Musharbash v. JPMorgan Chase Bank*, Eastern District of California, Case No. 2:22-cv-
17 02320-DAD-KJN (PAGA action pending); *Taneeka Jackson v. Capital Security Solutions, Inc.*,
18 Sacramento County Superior Court, Case No. 23CV005514 (class and PAGA action pending);
19 *Katlyn Van Hoose v. VICAR Operating, Inc.*, Placer County Superior Court, Case No. S-CV-
20 0051094 (Class and PAGA action pending); *Moala Alipate v. CHME, Inc.*, San Mateo County
21 Superior Court, Case No. 20-CIV-00733 (class and PAGA action pending); *Richard Archibeque v.*
22 *Collins Electrical Company, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-
23 2021-0003864 (Class action pending); *Jordan Burkhardt v. Extra Space Management, Inc.*,
24 Eastern District of California, Case No. 2:25-CV-00547-DJC-CKD (class and PAGA action
25 pending); *Janise Cohen v. Regal Cinemas, Inc.*, Eastern District of California, Case No. 2:25-cv-
26 00770-DJC-CKD (PAGA action pending); *Dustin Graham v. Allied Waste Systems, Inc.*, Contra
27 Costa County Superior Court, Case No. C22-01284 (class and PAGA action pending); *Kristen*
28 *Hosseini v. Elam's Jewelry, Inc.*; San Diego County Superior Court Case No. 37-2023-00033778-

1 CU-OE-CTL (class and PAGA action pending); *Alexia Smith v. Westlake Wellbeing Properties,*
2 *LLC*, Los Angeles County Superior Court, Case No. 24VECV04398 (class and PAGA action
3 pending); *Helen Robinson v. Alameda Mortgage Corporation*, Contra Costa County Superior
4 Court, Case No. C23-02306 (class and PAGA action pending); *Julie Nishimoto v. CP Capital*
5 *Group, Inc.*, Yolo County Superior Court, Case No. CV2024-1152 (PAGA action pending).

6 9. This case was brought as a class and PAGA action based on Defendants' alleged
7 violations of California Business and Professions Codes section 17200, *et seq.*, and various
8 provisions of the Labor Code.

9 10. Plaintiffs worked for Defendant as non-exempt, hourly employees. From
10 Plaintiff's counsel's initial investigations of Plaintiffs' claims and documents, we believed these
11 claims had merit and could be maintained as a class action. There is no date set for a motion for
12 certification in this matter and no trial date has been set.

13 11. From the beginning, Defendant has contested the merits of this case and the
14 suitability of the case for class action treatment, and, notwithstanding its agreement to settle this
15 matter; it believes it has complied with all state and federal employment laws with respect to
16 Plaintiffs and the putative class. Defendant also has contended that this matter is not appropriate
17 for class certification outside of this proposed class settlement. Although I am of the opinion that a
18 class can be certified, I also believe in the fairness of the settlement that is based on factoring in
19 the uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of
20 action or theories alleged, the possibility of non-certification and potential for appeals.

21 12. Based on our extensive factual and legal investigation and research, careful
22 evaluation of the respective parties' strengths and weaknesses the uncertainty in the law with
23 regard to certification, and the negotiations that have taken place, I am convinced that the
24 proposed settlement is reasonable and fair and in the best interest of the class. The length and
25 risks of trial and other normal perils of litigation that impact the value of the claims were also
26 considered and weighed in reaching the proposed settlement. In addition, I carefully considered
27 the prospect of potential class certification issues as well as the uncertainty of class certification,
28 the difficulties of complex litigation, and the lengthy process of establishing specific damages and
various possible delays and appeals in agreeing to the proposed settlement. I further considered

1 the fact that penalties under the PAGA could be substantially cut at the discretion of the Court
2 even if Plaintiffs were successful in proving those claims. Overall, I believe it is more beneficial
3 to secure a guaranteed benefit to the class now rather than to proceed with litigation and
4 potentially obtain zero funds to the class due to legal or factual issues with the case.

5 13. The attorneys in our firm, along with our co-counsel and Plaintiffs' assistance,
6 thoroughly investigated the merits of the class claims and potential damages for such claims. The
7 parties engaged in substantial informal and formal discovery and exchange of documents.
8 Defendant provided relevant wage and hour policies, as well as Plaintiffs' time records, pay
9 records, and personnel file, as well as data regarding wages earned by other class members. On
10 May 1, 2024, the Parties participated in an all-day mediation session presided over by Russ J.
11 Wunderli, a respected and experienced mediator of wage and hour class actions. Following the
12 mediation, the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal
13 which was memorialized in the form of a Memorandum of Understanding.

14 14. Additionally, Plaintiffs assisted in all aspects of this litigation including providing
15 factual information relating to theirs and similarly situated employees' employment conditions,
16 and answered questions regarding Defendant's factual contentions in this matter. This was
17 important because it directly related to our ability to maintain this case as a class action and our
18 ability to obtain a favorable settlement for the class. Throughout this litigation, I and my co-
19 counsel communicated with Defendant's counsel, including via telephone and email, discussing
20 our respective positions and it was only after litigation and extensive, arm's length negotiations
21 that the parties were able to reach a settlement. The negotiations were at all times contentious and
22 adversarial, though still professional in nature.

23 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

24 15. In this case, the Settlement reached in the total non-reversionary maximum
25 settlement amount of \$1,350,000.00 is the product of substantial effort by the Parties and counsel
26 and should be approved as fair, reasonable and adequate. After deduction for requested attorney's
27 fees and costs, representative enhancement, settlement administrator fees, and the LWDA's
28 portion of the PAGA penalty allocations, the Class will have a net settlement amount of
approximately \$805,000.00. I believe the Settlement Amount is a reasonable compromise of

claims based on the legal and factual disputes, the statutory maximum for available wage statement penalties, and the fact that Courts regularly cut civil penalties on PAGA claims where statutory penalties for the same violations are assessed. The statutorily authorized discretion that Courts have used to reduce penalties ranges and can be between a 30% and 82% reduction of total available penalties based on my review of the case law. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Furthermore, there was substantial risk that a Court could find no liability at all based on the strong defenses on the merits present by Defendants, which would eliminate the value of the claims entirely. The ability to secure a guaranteed settlement now and ensure class members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this settlement.

16. In agreeing to represent Plaintiffs and take on the case for all putative class members, I and my firm agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may not be certified as a class action and/or be subject to an unfavorable summary judgment ruling. However, I believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are providing complete and accurate representations to employees regarding all hard-earned wages. Castle Law: California Employment Counsel, PC is a boutique law practice that focuses exclusively on employment litigation. We do not have a large number of attorneys or cases and taking on class actions to vindicate the rights of absent class members represents a substantial risk and burden as class action litigation requires a substantial amount of time and financial resources to successfully litigate. I believe the risk experienced by taking on class action litigation cases is much more substantial than what typically larger law firms would face.

17. My firm spent at least 127.25 attorney hours to date, (not including time finalizing this declaration and motion,) litigating this case, engaging in substantial informal discovery, meeting and conferring with opposing counsel, attending mediation, follow up negotiations, and

bringing a stipulated settlement to completion. The work performed was necessary for the prosecution of the representative claims and consisted of, but was not limited to, the following: pre-filing investigation and legal research; drafting the complaint and administrative exhaustion letter; communicating with Plaintiff; obtaining data and materials from Defendant; analyzing documents produced and reviewing data; engaging and working with a third-party economist expert, attending mediation, subsequent negotiations, conferences with co-counsel and opposing counsel, and court appearances. My firm also prepared the approval motion materials. My firm will also perform post approval work such as coordination with the settlement administrator and distribution work as required by the Court, not all of which is presently accounted for in the hours we have spent on this case.

18. Plaintiffs' counsel is hereby requesting attorney's fees of one-third (33.33%). The pre-multiplier lodestar for my firm is approximately \$76,350.00 based on approximately 127.25 hours worked prior to finalizing this declaration. I have reviewed the firm's daily billing records with staff and other attorneys in my firm, and have created a summary chart showing the task categories and hours worked by each attorney in each category:

	Correspondence	Pleadings	Mediation/ Negotiations	Settlement	Motions
Timothy Del Castillo	11.50hr	2.50hr	10.25hr	7.25hr	0.50hr
Kent Bradbury	35.75hr	10.75hr	7.50hr	26.50hr	14.75hr

19. The billing summary above reflects an hourly rate of \$600.00 for myself and \$600.00 per hour for my co-counsel, Tim Del Castillo. These hourly rates are reasonable and prevailing rates charged by lawyers of a similar skill set and experience. This is the regular hourly rate for business clients, and our firm's invoices are regularly paid. Based on my understanding and experience at defense firms, and conversations with attorneys and clients of those law firms, attorneys that do the same kind of work with similar or less experience regularly charge \$1,000 per hour or more. On information and belief, if I and my co-counsel

1 had continued on working with defense firms in the Labor and Employment litigation area,
2 our rates would easily exceed \$1,000 per hour today.

3 20. Additionally, objective third-party sources also confirm the reasonableness of
4 my firm's hourly rates. The Laffey Matrix is a pre-fixed formula used by federal courts to
5 determine reasonable hourly rates. See Rubenstein, 5 Newberg on Class Actions, §15:43, p.
6 148 (5th Ed. 2015). The Laffey Matrix establishes the reasonableness of the requested hourly
7 rates. See <http://www.laffeymatrix.com/see.html>. The Matrix reflects partners' rates with
8 experience commiserate to my and my co-counsel's years of experience as billing upwards of
9 \$878 per hour. Additionally, even ten years ago, in 2014, it was not rare for attorneys to
10 charge in excess of \$1,000 per hour. See, e.g., Karen Sloan, "1,000 Per Hour Isn't Rare
11 Anymore", National Law Journal, January 13, 2014; Jennifer Smith, "On Sale: The \$1,150-
12 Per Hour Lawyer" Wall Street Journal, April 9, 2013 (describing the rapidly growing number
13 of lawyers billing at \$1,150 or more revealed in public filings and major surveys). Billing
14 rates have since surged to around \$2,000 per hour at large law firms for the highest billers.
15 See, e.g., Roy Strom, "Big Law Rates Topping \$2,000 Leave Value 'In Eye of Beholder'"
16 Bloomberg Law, June 9, 2022, available at <https://news.bloomberglaw.com/business-and-practice/big-law-rates-topping-2-000-leave-value-in-eye-of-beholder>.

17 21. My co-counsel and I are requesting attorneys' fees and costs pursuant to the
18 common fund doctrine as we believe it to be applicable to the present case pursuant to *Serrano v.*
19 *Priest*, 20 Cal.3d 25, 34-35 (1977) and *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268,
20 271 (9th Cir. 1989). Plaintiff and her counsel have been able to secure an identifiable benefit on
21 behalf of the class and equity counsels that the cost of the representation should be born equally
22 amongst all class members receiving these benefits. The settlement recovery provides an
23 excellent result and is the product of substantial time and effort in analyzing the facts and law
24 applicable to this case. We agreed to take this case on a contingency and as a class action with the
25 possibility that we would not receive any compensation for my time and efforts due to issues
26 regarding the merits and/or certification and have carried that risk over the past year. I have
27 reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that
28 the 33% fee request is within the accepted ranges. In my experience with contingency cases in

1 employment law cases, the typical percentage negotiated between parties ranges from thirty-five
2 to forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in
3 my own firm and working with several other firms has been that the typical percentage negotiated
4 between parties and approved by a court ranges from thirty-five to forty percent (35% to 40%). I
5 believe our request of 33% of the gross settlement for attorneys' fees is justified given the results
6 obtained on behalf of the class. Moreover, at this time, my firm has advanced all costs for
7 Plaintiff and putative PAGA members and has not received any compensation whatsoever for our
8 time expended in this case.

9 22. I am also seeking reimbursement of our firm's out-of-pocket costs incurred to date,
10 which are \$4,403.97. These costs were reasonably incurred during the course of litigation, and
11 generally include filing fees, mediation, and postage costs. Attached as **Exhibit A** is a true and
12 correct summary report of the costs incurred by my law firm in this matter.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed this 10th day of June, 2025, in Gentry, Arkansas.

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EXHIBIT A

Activities Export

06/05/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/07/2024	\$	Dismissal: Full w/o Prejudice, Prop Order, Dismiss Declaration - Filing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$15.14	-	\$15.14
10/23/2024	\$	10.28.24 CMC Remote App ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Victoria Anyanwu	1.00	\$28.88	-	\$28.88
07/22/2024	\$	CMCS - Filing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$15.09	-	\$15.09
05/24/2024	\$	CMC Statement ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$17.40	-	\$17.40
05/13/2024	\$	Mediation Fee - Mailing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$0.64	-	\$0.64
05/13/2024	\$	Wunderli Mediation ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$3,000.00	-	\$3,000.00
03/08/2024	\$	POS of Summons - Filing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$17.40	-	\$17.40
02/28/2024	\$	Initial Fee to Wunderli - Mediation ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$750.00	-	\$750.00
02/22/2024	\$	Mediation Fee - Postage ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$0.64	-	\$0.64
							\$0.00 0.00h	\$4,403.97 0.00h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/16/2024	\$	SASE Mailing - Postage ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$0.64	-	\$0.64
02/16/2024	\$	NAR Packet ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Victoria Anyanwu	1.00	\$7.95	-	\$7.95
02/09/2024	\$	Complaint - Filing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$465.23	-	\$465.23
01/17/2024	\$	PAGA Filing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$75.00	-	\$75.00
01/17/2024	\$	PAGA Letter Mailing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$4.98	-	\$4.98
11/09/2023	\$	Records Request Mailing ● Unbilled	Beck - United Cerebral Palsy [00619] United Cerebral Palsy	Ron Buchanan	1.00	\$4.98	-	\$4.98
							\$0.00 0.00h	\$4,403.97 0.00h