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Attorneys for Plaintiff OLIVIA PASS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

OLIVIA PASS, and HADIZA JIMADA, as  
individuals, and on behalf of all employees  
similarly situated,

Plaintiffs,

v.

DEL AMO HOSPITAL, INC., a California  
Corporation; UHS OF DELAWARE, INC., a  
Delaware corporation; DEL AMO  
BEHAVIORAL HEALTH SYSTEM, an  
unknown business entity; DEL AMO  
BEHAVIORAL HEALTH SYSTEM OF  
CALIFORNIA, an unknown business entity  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV03085

[Assigned for all purposes to Hon. William E.  
Weinberger, Dept. 37]

**DECLARATION OF LILIT TUNYAN IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
AN ORDER APPROVING SETTLEMENT  
OF CLAIMS BROUGHT PURSUANT TO  
THE PRIVATE ATTORNEY GENERAL'S  
ACT OF 2004**

Reservation ID: 476005153224

Date: May 26, 2026

Time: 8:30 a.m.

Courtroom: Dept. 37

Judge: Hon. William E. Weinberger

Action Filed: February 5, 2024

Trial Date: Not Set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am the founding partner at the law firm of Tunyan Law, APC. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I am one of the attorneys of record for Plaintiff OLIVIA PASS (together with Plaintiff Hadiza Jimada “Plaintiffs”).

## BACKGROUND

4. Defendants are alleged to own and operate Del Amo Behavioral Health System psychiatric hospital located at 23700 Camino Del Sol, Torrance, CA 90505 and 6920 Avalon Blvd, Carson, CA 90746.

5. As represented by Defendants' counsel Defendant DEL AMO HOSPITAL, INC. employed individuals in non-exempt positions in California. Defendants represented that UHS of Delaware, Inc. never employed Plaintiffs or the Aggrieved Employees, and that they were further erroneously sued as Del Amo Behavioral Health System and Del Amo Behavioral Health System of California, neither of which exists as a legal entity, in the *Jimada* action.

1           6. Plaintiffs are alleged to have worked for Defendants in California during the PAGA Period.

2           7. On February 5, 2024, February 9, 2024 and December 8, 2025, Plaintiffs' Counsel sent  
3 letters to the LWDA on behalf of Plaintiffs, in compliance with California Labor Code § 2699.3. More  
4 than 65 days passed after the letters were sent to the LWDA, and the LWDA did not indicate that it  
5 intended to investigate the alleged violations referenced in the letter.

6           8. On February 5, 2024, Plaintiff Olivia Pass filed her Class Action Complaint, thereby  
7 commencing a wage-and-hour class action alleging seven causes of action against Defendant Del Amo  
8 Hospital Inc. On April 11, 2024, Plaintiff Olivia Pass filed a First Amended Complaint ("*Pass*") adding  
9 a cause of action for civil penalties pursuant to PAGA based on the same California Labor Code  
10 violations alleged in her initial complaint. On April 23, 2024, Plaintiff Olivia Pass filed an application to  
11 dismiss class and individual non-PAGA claims without prejudice leaving PAGA only claims in her  
12 action, which was granted. On June 18, 2024, Defendant Del Amo Hospital Inc. filed a motion to compel  
13 PAGA individual claims to arbitration and stay PAGA representative claims, which was denied. On July  
14 12, 2024, Plaintiff Olivia Pass filed an application to dismiss PAGA individual claims leaving only  
15 PAGA representative claims in her action, which was granted. On August 15, 2024 and on February 26,  
16 2025, Defendant Del Amo Hospital filed two motions to reconsider the order dismissing PAGA  
17 individual claims, which were both denied.

18           9. On April 15, 2024, Plaintiff Hadiza Jimada filed her Complaint for Enforcement Under the  
19 Private Attorneys General Act, California Labor Code §2698, *et seq.* ("*Jimada* ") commenced an action  
20 alleging one cause of action for civil penalties pursuant to the PAGA against Defendants, UHS of  
21 Delaware, Inc. and Del Amo Behavioral Health System and Del Amo Behavioral Health System of  
22 California. On July 15, 2024, Defendants filed a motion to compel arbitration of PAGA individual  
23 claims and stay PAGA representative claims which was granted.

24           10. On February 2, 2026, the parties filed a joint stipulation seeking leave of the court to file  
25 Plaintiff Olivia Pass' Second Amended Complaint consolidating *Pass* and *Jimada matter*, adding  
26 Plaintiff Hadiza Jimada to *Pass* matter, and adding any theories of liability alleged in *Jimada* not  
27 currently included in the *Pass*' complaint, which was granted on February 9, 2026. On February 11,  
28 2026, Plaintiffs filed their Second Amended Complaint which is the operative complaint in the Action

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1 (“Operative Complaint”).

2 11. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with  
3 the laws identified in the Operative Complaint, and deny any and all liability for the causes of action  
4 alleged. After exchanging documents and voluminous data prior to mediation and after mediation,  
5 Plaintiffs and Defendants reached a proposed settlement that will resolve the PAGA claims pending in  
6 this action. Defendants deny all liability and admit to no claim by virtue of their agreement to settle.  
7 Plaintiffs and Plaintiffs’ Counsel have also taken into account the uncertainty and risk of the outcome of  
8 further litigation, and the difficulties and delays inherent in such litigation and pending appeal on the  
9 court’s ruling on motion to compel arbitration, including those involved in PAGA claim representative  
10 adjudication. Plaintiffs and Plaintiffs’ Counsel further recognize the burdens of proof necessary to  
11 establish liability for the claims asserted in the lawsuit, Defendants’ defenses, and the difficulties in  
12 establishing entitlement to monetary recovery. Plaintiffs and Plaintiffs’ Counsel have also considered the  
13 Parties’ settlement discussions.

14 12. Because Court approval of a PAGA settlement is required, this settlement is presented to this  
15 Court for review and approval.

16 13. Counsel for Plaintiffs have thoroughly investigated the facts relating to the claims alleged in  
17 the operative complaint and have made a thorough study of the legal principles applicable to the claims  
18 asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiffs’ Counsel  
19 have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and  
20 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding  
21 liability, pending appellate proceedings and numerous potential appellate issues.

22 14. The Parties agreed to participate in a mediation in an effort to resolve the PAGA claims  
23 asserted in this matter. The Parties selected mediator Deborah Saxe, Esq., a neutral with extensive  
24 experience mediating wage and hour class and representative actions. The Parties participated in a full-  
25 day mediation on September 30, 2025 and reached a settlement of the Actions through a mediator’s  
26 proposal accepted on October 10, 2025. The Parties then spent many weeks thereafter negotiating the  
27 detailed terms of the Settlement memorialized in a long-form agreement to resolve this matter.

28 15. Prior to the mediation, Plaintiffs requested substantial data from Defendants, and Defendants

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1 provided requested data. During settlement discussions, the Parties exchanged extensive information and  
2 engaged in discussions regarding their evaluations of the case and various aspects of the case, including  
3 but not limited to, the risks and delays of further litigation and appeal, the risks to the Parties of  
4 proceeding with representative adjudication, the law relating to off-the-clock theory, meal and rest  
5 periods, regular rate violation, PAGA representative actions, and wage-and-hour law and enforcement, as  
6 well as the evidence produced and analyzed, and the possibility of further appeals and delays with the  
7 pending appeal, among other things. Plaintiffs' Counsel conducted significant investigation and informal  
8 discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis  
9 of a large volume of documents and data obtained from Defendants, Plaintiffs and other sources. The  
10 volume of data and documents that Plaintiffs' Counsel reviewed and analyzed included and was not  
11 limited to Plaintiffs and Aggrieved Employees' employment records, a detailed sampling of Aggrieved  
12 Employees' time and pay data, Defendants' s employment practices, procedures, and policies. Counsel  
13 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the  
14 production of documents and data prior to the mediation. Plaintiffs' Counsel also drafted the pleading  
15 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement  
16 negotiations, among other tasks.

17 16. Counsel for the Parties have also invested time researching and investigating the applicable  
18 law, which is constantly evolving as it relates to representative PAGA claims, regular rate violation, off-  
19 the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims and  
20 damages, and Defendants' defenses thereto, as well as facts discovered.

21 17. Based on Plaintiffs' Counsel's analysis, the result achieved in this litigation is fair, adequate,  
22 and reasonable. Based on investigation and information discovered, Plaintiffs' Counsel believes that  
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that  
24 Defendants, with respect to Plaintiffs and Aggrieved Employees, *inter alia*, failed to properly pay wages,  
25 failed to provide compliant meal and rest periods, failed to pay wages during employment and upon  
26 termination of employment, failed to provide compliant wage statements, failed to maintain requisite  
27 payroll records, and failed to reimburse necessary business expenses, and thereby engaged in conduct  
28 giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California

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Labor Code sections 2698, et seq.). As a result of alleged uniform practices, Plaintiffs claims that Aggrieved Employees were not paid all of the compensation that were owed to them by Defendants. Thus, in Plaintiffs' Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiffs alleges applied across Defendants' hourly-paid or non-exempt employees in California during the PAGA period.

#### SUMMARY OF THE SETTLEMENT TERMS

18. Key provisions of the proposed settlement include the following:

- (a) **Aggrieved Employees:** Aggrieved Employees (also known as the "PAGA Employees") are: "All individuals who were employed by Defendants Del Amo Hospital, Inc. in the State of California and classified as non-exempt who performed work, or continue to work, at any time during the PAGA Period, whether current or former employees. (Agreement, ¶ 1.4.)
- (b) **PAGA Period:** The period from February 5, 2023 through the date of entry of the Judgment and Approval Order or as modified under Paragraph 8 of the Agreement. (Agreement, ¶ 1.19.)
- (c) **No Reversion:** The Settlement is *non-reversionary*. (Agreement, ¶ 3.1.)
- (d) **Gross Settlement Amount:** Defendants agree to pay the maximum sum of **\$525,000.00** (hereinafter referred to as the "Gross Settlement Amount" or "GSA") for settlement of the PAGA Penalties, which shall be inclusive of Individual PAGA Payments, the LWDA PAGA Payment, Plaintiffs' Counsel's attorneys' fees and costs, PAGA representatives' Enhancement Awards and the Administrator's fees. (Agreement, ¶ 1.10.)
- (e) **Net Settlement Amount:** At least **\$284,750.00** will be available for distribution to Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least **\$213,562.50** under the Agreement, and Aggrieved Employees will receive at least **\$71,187.50**. (Agreement, ¶¶ 1.15., 3.2.4.)
- (f) **Enhancement Awards:** Plaintiffs will receive \$10,000 each (total

1 \$20,000) as Enhancement Award for representing the State of California  
2 and Aggrieved Employees and for otherwise complying with the terms of  
3 this Agreement. (Agreement, ¶ 3.2.2.)

4 (g) **Attorneys' Fees:** Plaintiffs' Counsel request an award of attorneys' fees in the  
5 estimated amount of **\$183,750** if the Gross Settlement Amount remains  
6 \$525,000, which is 35% of the GSA. (Agreement, ¶ 3.2.1.)

7 (h) **Litigation Costs:** Plaintiffs' Counsel's litigation costs are capped to a  
8 maximum amount of **\$30,000.00**. The actual costs are **\$31,760.68** which  
9 include the future costs of motion, final report, and notice of entry of court order  
10 filing fees. Since the actual costs are more than the capped amount of  
11 \$30,000.00, Plaintiffs request **\$30,000.00** for litigation costs. (Agreement, ¶  
12 3.2.1.)

13 (i) **Settlement Administration:** Payment to Aggrieved Employees, LWDA,  
14 Plaintiffs' counsel and administration will be accomplished through third-party  
15 settlement administrator Phoenix Class Action Administration Solutions, which  
16 has agreed to perform Administrator duties for a flat not to exceed fee of  
17 **\$6,500.00**, which is reasonable, based on all of the services offered. (Agreement,  
18 ¶ 3.2.3.)

19 (j) **Uncashed Checks:** Funds represented by checks returned as undeliverable after  
20 a re-mailing, and funds represented by checks remaining un-cashed for more than  
21 180 days after issuance, will be tendered to the California Controller's Unclaimed  
22 Property Fund in the name of the Aggrieved Employee. (Agreement, ¶¶ 4.4.1,  
23 4.4.3.)

24 (k) **Release:** In exchange for the above settlement consideration, Defendants shall be  
25 entitled to a release from the LWDA and each and every Aggrieved Employee,  
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1 including Plaintiffs.<sup>1</sup> (Agreement, ¶ 5)

- 2 (l) **Notice to LWDA:** The Declaration of Lilit Tunyan confirms that notice was  
3 provided to the LWDA and attaches the confirmatory submission documents.  
4 (Exh.2.)

5 19. A true and correct copy of the PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT  
6 AGREEMENT is attached hereto as **Exhibit “1.”**

7 **THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL**

8 20. Plaintiffs and Plaintiffs’ counsel have diligently investigated the claims in this matter.  
9 Plaintiffs and Counsel concluded, after taking into account the disputed factual and legal issues involved  
10 in this Action, the substantial risks attending further prosecution, including risks related to the outcome  
11 of possible summary judgment efforts, and the substantial benefits to be received pursuant to the  
12 compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms  
13 agreed to are in the best interest of Plaintiffs and Aggrieved Employees and are fair and reasonable.  
14 Plaintiffs’ and Defendants’ Counsel brought to bear a great deal of experience with wage and hour  
15 actions in negotiating the settlement of this case.

16 21. Resolution at this time will forestall the need for additional expensive and time-consuming  
17 litigation that could very well result in an outcome less satisfactory than that proposed under this  
18 settlement. But, before any other consideration, we have agreed to this settlement because it is  
19 objectively reasonable. The potential for resolution benefits Aggrieved Employees and the State of  
20 California, since they do not have to wait additional years for a similar recovery. The efficiency of this  
21 litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic  
22 method for addressing the claims raised in this matter.

23 22. We have engaged in the necessary investigation in this case that made it possible for us to  
24 exercise informed judgment in those aspects of the settlement process in which we were involved. The  
25 Defendants in this matter produced important information, including policies and time data, and discloses  
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27 <sup>1</sup> This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46  
28 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, nonparty  
employees as well as the government are bound by the judgment in an action brought under the act....”).

1 key legal defenses it intended to rely upon. The information was sufficient to permit Plaintiff's counsel  
2 to adequately evaluate the settlement. Plaintiff had more than enough information upon which to  
3 evaluate a fair and reasonable settlement amount.

4 23. Here, the expense, complexity and likely duration of future litigation was to some extent an  
5 unknown. What is certain is that to adequately establish the foundational violations that would support a  
6 substantial penalty award, tremendous time and expense would be invested. To adequately establish that  
7 aggrieved employees experience the alleged violations, and at what frequency, most of Aggrieved  
8 Employees would need to be interviewed in a systematic fashion and their testimony cataloged in way  
9 sufficiently meaningful to permit the submission of summary evidence at trial, such as via survey. *First*,  
10 the burdensome nature of such a process would be expensive and time-consuming. *Second*, the  
11 substantial risk that the Court would either substantially reduce any penalty ultimately awarded *or*  
12 conclude that the conduct was insufficient to support a penalty award. *Third*, it would be essentially  
13 impossible to formulate an objectively reliable means of summarizing testimonial experiences, other than  
14 by an extraordinarily detailed survey. And formulating such a survey would have been important, since  
15 frequency of violations would need to be established before any penalties could be recovered.  
16 Alternatively, direct testimony would have been required from as many of the roughly **647** aggrieved  
17 employees as could be obtained, which would be, at best, very difficult.

#### 18 ESTIMATE OF THE VALUE OF THE CLAIMS

19 24. Defendants deny Plaintiffs' claims alleged in Plaintiffs' operative complaint. Plaintiffs'  
20 Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures  
21 complied with the law, that Aggrieved Employees signed meal waivers, Defendants paid Aggrieved  
22 Employees over the California minimum wage for all hours worked, that employees worked off-the-  
23 clock without knowledge of a supervisor or Defendants, if worked, that Defendants correctly paid  
24 overtime for all overtime hours worked, that if Aggrieved Employees missed their meal or rest periods it  
25 was per their choice, that no waiting-time penalties were due because waiting time penalties only arise  
26 from "willful" failure to pay wages due and owing at the time of termination or resignation, that  
27 Plaintiffs and Aggrieved Employees suffered no actual injury from the alleged wage statement violations  
28 and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other

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1 causes of action. Plaintiff's Counsel also considered that trial courts have wide discretion when assessing  
2 penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g.  
3 due to purported variation in shifts, job duties, and other circumstances which could raise individualized  
4 questions of fact) and could pose challenges to manageability, and the merits of Plaintiff's claims.

5 25. Plaintiffs' Counsel considered information obtained through investigations and from  
6 Plaintiffs, as well as class data and information obtained from Defendants and other sources, and created  
7 violation, damages, and penalties valuations and models prior to reaching the settlement. Based thereon,  
8 Plaintiffs calculated the potential value of the claims. However, the potential value of each claim  
9 assumed an exposure based on the Plaintiffs having proven all elements of the claims and entitlement to  
10 monetary recovery, despite risks associated with demonstrating manageability, and establishing liability  
11 and any underlying California Labor Code violations and damages, and significant additional costs that  
12 would have to be incurred in order to establish liability and damages. Plaintiff also faced the risk of the  
13 Court finding that individualized issues predominate, such that the action is not suitable for  
14 representative adjudication. While Plaintiff's Counsel disagreed with defense arguments and factual  
15 contentions, Plaintiff's recognized the circumstances and realities of the case, applicable case law and  
16 regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate  
17 discounts for them.

18 26. After analyzing the claims in this matter, Plaintiff has concluded that the value of this  
19 Settlement is fair, adequate, and reasonable. The Settlement provides a significant monetary benefit that  
20 falls well within "the range of an acceptable settlement" under the circumstances, which is the standard  
21 on which the instant Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair  
22 and reasonable even where it only provides a fraction of what could have been obtained at trial. Based  
23 upon the current estimates provided by Defendants, Plaintiff's Counsel estimates that maximum realistic  
24 liability that Defendants faced during the PAGA period was approximately **\$2,273,700.00** based on  
25 approximately **22,737** PAGA Pay Periods at issue without stacking penalties for each violation. This  
26 figure was derived from multiplying 22,737 by \$100 per pay period even though Plaintiff's counsel is  
27 aware that certain statutes provide for different penalties under PAGA, but for the sake of evaluating the  
28 claims \$100 per pay period penalty is used. This Settlement of **\$525,000.00** is about **23.1%** of that

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1 maximum realistic exposure based on the number of pay periods. This Settlement of **\$525,000.00** is also  
2 about **18%** of the maximum plausible exposure of **\$2,919,320** penalty recovery calculated with the help  
3 of an expert with stacking penalties for each violation before factoring in many applicable risk discounts  
4 listed in Paragraphs 20-25 of this declaration, and the Court's ability to reduce the penalty at its  
5 discretion. The Settlement is also **60%** of the estimate of risk-adjusted realistic penalty recovery of  
6 **\$875,796.00** after reducing \$2,919,320 by 70% by factoring in many applicable risks listed in Paragraphs  
7 20-25 at this stage in the litigation. Notably, the maximum plausible exposure assumes high violation  
8 rates that would not likely be demonstrated. And the maximum plausible exposure assumes either the  
9 participation of all aggrieved employees or the use of surveys or statistical data as a surrogate, which  
10 would still require the participation of hundreds of persons to have adequate validity. Finally,  
11 Defendants' ability to assert viable legal defenses would further reduce the maximum plausible exposure.  
12 Beyond that, the Court would retain discretion to reduce any established penalties based upon  
13 Defendants' compliant policies. Thus, the likely PAGA exposure is far below the optimistic estimate.  
14 Accordingly, settlement is in the best interests of the Aggrieved Employees. Therefore, the Settlement is  
15 within a reasonable range.

16 27. Plaintiff's Counsel are also of the opinion that because the issues here are fairly contested,  
17 there is a possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits  
18 due to the largely discretionary nature of awarding PAGA penalties. Indeed, under Labor Code section  
19 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and circumstances of  
20 the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or  
21 confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award  
22 granted would be at the discretion of the Court and subject to a substantial reduction.

23 28. The Settlement is the product of arm's-length negotiations between the Parties occurring  
24 throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law  
25 regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery. The  
26 settlement amount is, of course, a compromise figure. By necessity it took into account risks related to  
27 liability, damages, and all the defenses asserted by the Defendants.  
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29. The amount to be designated as PAGA Penalties is \$284,750.00 which will be distributed as 75% (\$213,562.50) to the LWDA and 25% (\$71,187.50 to Aggrieved Employees.

## OTHER PENDING ACTIONS

30. I made reasonable inquiry, and I am not aware of any actions which assert claims similar to those asserted in the above-captioned matter, on behalf of a group of individuals some or all of whom would be members of the PAGA group defined in this action.

## THE EXPERIENCE OF COUNSEL

31. I am a founding partner of Tunyan Law, APC and has been engaged in the practice of employment and labor law for six years and focused exclusively on Plaintiffs' employment law and wage-and-hour class actions and more than twenty-six years in practice of law in general. I have handled hundreds of wage related class and PAGA actions.

32. Prior to establishing my own practice, I was an associate attorney at Moon & Yang, APC and Mahoney Law Group, APC. Since I was admitted to the California Bar, my practice has focused mainly on labor and employment class action lawsuits involving California and federal labor laws. Along with those firm's other attorneys I have successfully settled more than 50 class action and PAGA matters during that time span and was routinely appointed lead or co-lead class counsel in courts in California including by way of motion for class certification. I have additionally successfully settled about 35 class and PAGA matters during the last two and a half years prior to filing this motion.

33. I received my Juris Doctorate from the State Yerevan University and my LL.M. from University of Minnesota Law School. Prior to moving to California and starting to practice law in California I practiced law in Armenia for about twenty years as a licensed attorney. I have been general counsel and head of legal department for big telecommunication and financial corporations in Armenia for the last 12 years prior to moving to California. I managed corporate legal department and corporate legal and regulatory affairs and handled complex litigation matters as well as complex transactions for many years.

34. I am a current member of the California Employment Lawyers Association (CELA). I have been an active member of the State Bar of California in good standing.

35. I am experienced in prosecuting employment matters, particularly class actions, and I focused a substantial percentage of my practice on wage, hour, and working conditions violations. In addition to the present case, I represented Plaintiffs and the class members and have extensively worked on many wage-and-hour class cases and have been appointed as class or PAGA counsel along with other counsel and co-counsel for wage-and-hour class action lawsuits in various counties throughout California such as: *Soriano v. Tripalink, Corp.*, Case N 24STCV33734, Los Angeles Superior Court; *Pederia, et al. v. Glass House Brands, Inc., et al.*, Case N 23STCV12167, Los Angeles Superior Court; *Guzman v. Core Environmental Solutions*, Case N 24STCV03593, Los Angeles Superior Court; *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Case N 30-2024-01400056-CU-OE-CXC, Orange County Superior Court; *Sykes v. Macy's Retail Holdings, dba Macy's, et al.*, Case 24STCV09543, Los Angeles County Superior Court; *Wilhelm v. Kemper Sports Management LLC., et al.*, Case N 30-2024-01376524-CU-OE-CXC, Orange County Superior Court; *Bernal v. Onus Global Fulfillment Solutions LLC, et al.*, Case N CIVSB2412062, San Bernardino County Superior Court; *Rodriguez v. TC California Hospitality LLC*, Case N 37-2024-00010785-CU-OE-CTL, San Diego Superior Court; *Estrada, et al. v. Spears Manufacturing*, Case N STK-CV-UOE-2023-0009772, San Joaquin County Superior Court; *Ramirez v. Landscapes Unlimited, LLC*, Case N 24STCV12695, Los Angeles Superior Court; *Deza v. Euro Snack, Inc.*, Case N S-CV-0052505, Placer County Superior Court; *Santoyo v. A P R Consulting, Inc., et al.*, Case N 24STCV04117, Los Angeles Superior Court; *Segovia v. Shelter Island, Inc.*, Case N 37-2024-00005168-CU-OE-CTL, San Diego Superior Court; *Rodriguez v. TFC Manufacturing, Inc.*, Los Angeles Superior Court, Case N 24STCV02351; *Garcia v. C&R Restaurant Group, L.P.*, Los Angeles Superior Court, Case N 23STCV19037; *Powers v. Mario's Place Inc.*, Riverside County Superior Court, Case N CVRI2301652; *Camposeco v. Smarte Carte, Inc.*, Los Angeles Superior Court, Case N 23STCV07897; *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court, Case N 30-2023-01314830-CU-OE-CXC; *Bazan v. Casa Martin, LLC, et al.*, Los Angeles Superior Court, Case N 23STCV04670; *Empy v. 24 Windward Ave LLC*, Los Angeles County Superior Court, Case N 23STCV18608; *De Martinez v. Facility Services Partners, Inc.*, Riverside County Superior Court, Case N CVRI2304625; *Hernandez v. Caliber Aerospace, LLC, et al.*, Los Angeles Superior Court, Case N 23STCV20323; *Mejia v. KF Casitas, LLC*, Los Angeles Superior Court, Case N 23STCV06090; *Athey*

1 v. *Walker Evans Enterprises*, Riverside County Superior Court, Case N CVRI2301534; *White v. SGB*  
2 *Ventures, LLC*, Tulare County Superior Court, Case N VCU296946; *Viveros v. D and T Restaurants,*  
3 *Inc., at al.*, Los Angeles Superior Court, Case N 23STCV10019; *Rocke v. Pink Chicku LLC*, Santa Clara  
4 County Superior Court, Case N23CV41357, *Galvan v. Western Sky Dairy, LLC*, Kern County Superior  
5 Court, Case N BCV-23-100992; *Oregel v. Diablo Range Framing, Inc.*, Contra Costa County Superior  
6 Court, Case N C23-00697; *Gonzalez v. RV Retailer San Diego, LLC, et al.*, Riverside County Superior  
7 Court, Case N CVRI2301403; *Evans, et al. v. Downtown Women's Center*, Los Angeles County  
8 Superior Court, Case N 22STCV06578 (class certification motion granted in part); *Sanchez v.*  
9 *Anodizing Industries, Inc.*, Los Angeles County Superior Court, Case N 21STCV30722; *Godoy v.*  
10 *Intertrade Industries, LTD*, Orange County Superior Court, Case No. 30-2020-01151921-CU-OE-CXC;  
11 *Fuentes v. Actron Manufacturing Inc.*, Los Angeles Superior Court, Case N 20STCV31099; *Gonzalez v.*  
12 *Community Health Systems, Inc.*, San Bernardino County Superior Court, Case N CIVDS2015678;  
13 *Rodriguez v. Progress Lighting, Inc. et al.*, San Bernardino County Superior Court, Case N  
14 CIVDS2023894; *Castillo v. Gibson Overseas, Inc.*, San Bernardino Superior Court, Case N  
15 CIVDS2022537; *Mumphrey v. People's Care Northern California, Inc. et al.*, San Joaquin County  
16 Superior Court, Case N STK-CV-UOE-2019-0016397; *Ochoa v. Orlando Spring Corp*, Los Angeles  
17 Superior Court, Case N 20STCV343129; *Findley v. USC, et al.*, Los Angeles Superior Court, Case  
18 N 20STCV47290; *Maldonado v. Techmer PM, LLC*, Los Angeles Superior Court, Case N  
19 20STCV21918; *Huerta v. IRS*, Los Angeles Superior Court, Case N 20STCV09163; *Mata v.*  
20 *Marukai Corporation*; Los Angeles Superior Court, Case N 20STCV00959; *Tapia v. Home &Body*;  
21 Orange County Superior Court, Case N 30-2020-01155185-CU-OE-CXC; *Ruvalcaba v. Quinn*  
22 *Group, Inc.*, Los Angeles Superior Court, Case N 20STCV41323; *Bravo v. FIDM*, Los Angeles  
23 Superior Court, Case N 19STCV25338; *Lomeli v. Plaskolite et al.*, Los Angeles Superior Court,  
24 Case N 21STCV14611; *Alcantar v. Classic Salads LLC*, Santa Cruz County Superior Court, Case N  
25 21CV002309; *Casas v. Freedom Solar Services, et al.*, Los Angeles Superior Court, Case N  
26 21STCV20233; *Serrano v. Barstow Community Hospital*, San Bernardino Superior Court, Case N  
27 CIVDS2006967; *Lopez v. Fairway Staffing Services, et al.*, Los Angeles Superior Court, Case N  
28 21STCV26640; *Linden v. Marugame Udon USA, LLC*, Los Angeles Superior Court, Case No.

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20STCV00728; *Salter v. U.S. Reports*, et al., Los Angeles Superior Court, Case N 19STCV30384; *Perez v. Torn & Glasser, Inc.*, Los Angeles Superior Court, Case N 21STCV43614; *Gomez v. Arya Ice Cream Distributing Co., Inc.*, Los Angeles Superior Court, Case N 21STCV31170; *Herrera v. Coastal Construction & Lumber*, Santa Cruz County Superior Court, Case N 22CV394683; *Garcia v. San Jose Water Company*, Santa Clara County Superior Court, Case No. 22CV396328; *Ramirez v. Partners Personnel Management Services LLC*, Los Angeles Superior Court, Case N 21STCV31253; *Ramirez v. Merrill Gardens LLC*, Eastern District Court of California, Case N1:22-cv-00542-DAD-SAB; *Garcia v. Tri-Valley Plastering, Inc.*, Fresno County Superior Court, Case N 22CECG00591; *Garcia v. South Valley Companies, Inc.*, Kern County Superior Court, Case N BCV-22-100465; *Morales v. Wiseguys Custom Home Theater, LLC*, San Diego Superior Court, Case N37-2019-00070151-CU-OE-CTL.

36. Artur Tunyan is another partner and attorney at Tunyan Law, APC. He received his Juris Doctorate from the State Yerevan University and his LL.M. from the American University of Armenia and University of Illinois Chicago, School of Law. Prior to moving to California and starting to practice law in California he practiced law in Armenia for about twenty-five years. He oversaw international donor-funded projects for the judiciary and managed public-private partnership initiatives in sectors such as energy, banking, finance, and aviation. He managed complex transactions and litigation matters for many years.

37. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates considering also that I practiced law in another country for additional 20 years which brings a total of almost 26 years of experience practicing law. The 2024-2025 Adjusted Laffey Matrix states that an attorney with 4 to 7 years experience can reasonably charge \$581 per hour. See <http://www.laffeymatrix.com/see.html>.

#### REASONABLENESS OF THE REQUESTED FEE AWARD

38. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Plaintiffs' counsel paid filing fees, copy charges, expert fees, mediation fees, mailing, telephone and express mail charges. There was never a guarantee that Tunyan Law, APC would recoup those

1 expenditures. The firm took on this case, which necessarily required the firm to forego other  
2 opportunities, given finite resources to devote to cases.

3 39. Because of the uncertainty of the outcome in this and other wage and hour litigation  
4 undertaken by Tunyan Law, APC, we took this case with the expectation that a risk enhancement, either  
5 in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be  
6 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative  
7 class actions do not resolve successfully.

8 40. Counsel's experience in employment class actions was integral in evaluating strengths and  
9 weaknesses of the case against Defendants and the reasonableness of the settlement. Practice in the  
10 narrow fields of wage and hour litigation requires skill and knowledge concerning the rapidly evolving  
11 substantive law (state and federal), as well as the procedural law of class action litigation.

12 41. In the past six years, I have settled many wage-and-hour class actions. Just as the Court in  
13 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been my experience, that  
14 attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception.  
15 Here, PAGA group Counsel agrees that they will seek no more than one third of the settlement amount in  
16 fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with  
17 California law approving the percentage of the fund method to award fees from a common fund, *Laffitte*  
18 *v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours  
19 expended by attorneys performing work for Plaintiffs before and after the filing of this matter. That  
20 work includes:

- 21 (a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;
- 22 (b) Legal research and investigation regarding the Defendants' practices at numerous  
23 points in the litigation, claims in this action;
- 24 (c) Preparation of multiple drafts of the original complaints and finalization and filing  
25 of the original complaint;
- 26 (d) Preparation of multiple drafts of the First Amended and Second Amended  
27 Complaints and finalization and filing of the First Amended and Second  
28 Amended Complaints;

- (e) Extensive “meet and confer” efforts with Defendants’ counsel to obtain relevant documents and information through informal discovery;
- (f) Drafting LWDA Notice letter and Amended LWDA Notice letter;
- (g) Drafting statements and stipulations;
- (h) Legal research re arbitration agreement enforceability and opposition to motion to compel arbitration;
- (i) Drafting Opposition to Defendants’ Motion to Compel Arbitration;
- (j) Legal research re opposition to Motion for Reconsideration;
- (k) Drafting Oppositions to Defendants’ two Motions for Reconsideration;
- (l) Attending and arguing at hearings;
- (m) Review of payroll, job position, and time data;
- (n) Analysis of the audit results and preparation of a damages model with the aid of a statistics expert;
- (o) Review and revisions to the damage model and supporting data analysis;
- (p) Research and preparation of Plaintiffs’ mediation brief;
- (q) Attendance at mediation;
- (r) Cooperating with co-counsel regarding joint prosecution of two matters further consolidated in one action;
- (s) Negotiating, and reviewing multiple drafts of the Agreement and exhibits;
- (t) Preparation of the Settlement approval motion package; and,
- (u) Review of edits to the motion package for settlement approval and revisions to all documents to conform.

42. The actual lodestar incurred by Plaintiffs’ counsel Tunyan Law, APC is approximately **\$110,630.00** to date (and estimated to be **\$116,630.00**). See **Exhibit “2”** which is Tunyan Law, APC’s task and time chart that sets forth in detail the nature of the legal services provided by attorneys and the time incurred in performing those services. The breakdown of work by attorney is as follows:

| Attorney | Time | Rate | Total |
|----------|------|------|-------|
|----------|------|------|-------|

|              |       |               |                     |
|--------------|-------|---------------|---------------------|
| Lilit Tunyan | 181.8 | \$600         | \$109,080.00        |
| Artur Tunyan | 3.1   | \$500         | \$1,550.00          |
|              | 184.9 | <b>Total:</b> | <b>\$110,630.00</b> |

43. The Sentinel Firm, APC's actual lodestar is **\$69,322.50**. See Declaration of Seung Yang ¶20. Lawyers *for* Justice, PC's actual lodestar is **\$124,525.00**. See Declaration of Daniel Bass ¶20. I also anticipate that we will spend an additional 10 hours on this matter, appearing at the hearing of this motion, working with the administrator to process the Settlement, and preparing final accounting filings after distribution of the Settlement, for an additional lodestar of \$6,000.00.

44. The fee request is **\$183,750.00**, which is 35% of the Gross Settlement Amount, as specified in the Settlement Agreement. The requested sum of **\$183,750.00** constitutes a **negative** lodestar multiplier of **1.7**, when compared to just the recorded lodestar of Tunyan Law, APC, The Sentinel Firm, APC and Lawyers *for* Justice, APC, totaling **\$304,477.50**. The requested fee of \$183,750.00 will be split between Tunyan Law, APC, The Sentinel Firm, APC and Lawyers *for* Justice, APC with 50% of the fee to Tunyan Law, APC and The Sentinel Firm, APC and 50% of the fee to Lawyers *for* Justice, APC. Pursuant to California Rules of Professional Conduct, Rule 1.5.1 Plaintiffs gave their consent in writing which also notified Plaintiffs that the total fee charged by all lawyers will not be increased for the reason of the agreement to divide fees.

45. The Agreement also provides for the award of actual costs, up to \$30,000.00. Plaintiffs' actual, out-of-pocket costs incurred by Tunyan Law, APC and The Sentinel Firm, APC in taking on representation on a contingency basis are currently **\$15,710.00** which include future motion, final accounting report, notice of court order court filing fees. See Declaration of Seung Yang, Exhibit 2. Lawyers *for* Justice, APC's incurred actual, out-of-pocket costs are **\$16,050.68**. See Declaration of Daniel Bass ¶21, Exhibit 2. Since the actual costs are more than the capped amount of \$30,000.00, Plaintiffs request an award of \$30,000.00 for litigation costs.

**THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE REQUESTED  
ENHANCEMENT AWARD**

46. Here, Plaintiffs seek an Enhancement Payment of **\$10,000.00** for each Plaintiff. This amount

1 is very reasonable given the risks undertaken by Plaintiffs for involvement in the Action. Taking the risk  
2 of filing a lawsuit against an employer deserves recognition, especially in light of the settlement achieved  
3 by Plaintiff. Additionally, Plaintiffs were actively involved in the litigation, discovery, mediation and  
4 settlement negotiations of this Action, expending considerable effort in advancing the interests of the  
5 Class. Plaintiff provided information to counsel before the filing of this matter; actively assisted with  
6 discovery and settlement process (which included conferring with counsel prior to mediation, during the  
7 mediation and after the mediation); and, regularly conferred with counsel regarding the case whenever  
8 questions arose. I estimate that Plaintiffs contributed dozens of hours of time to the prosecution of this  
9 matter. Plaintiffs' declaration also confirms that Plaintiffs were active participants in the filing and  
10 settlement of this case. The enhancement also recognizes the considerable risks Plaintiffs undertook on  
11 behalf of the Class as well as the personal risk of facing intrusive discovery and potential disclosure to  
12 future employers that Plaintiff sued a former employer, making future employment prospects uncertain  
13 and that Plaintiffs release claims beyond wage-and-hour claims released by the Aggrieved Employees.

#### 14 THE SETTLEMENT ADMINISTRATOR

15 47. The parties have agreed that administration will be handled by a third-party administrator. In  
16 counsel's experience as class counsel in similar wage-and-hour actions with a similar number of  
17 employees, Phoenix Class Action Administration Solutions is fully capable of administering the  
18 Settlement at a competitive and reasonable cost and should be approved by the Court to administer the  
19 Settlement notice process. After obtaining competing bids from four potential settlement administrators,  
20 the Parties have agreed to retain Phoenix Class Action Administration Solutions ("Settlement  
21 Administrator"), which quoted the flat fee of **\$6,500.00**, to handle the notice and settlement  
22 administration process. The Parties respectfully request that the Court appoint Phoenix Class Action  
23 Administration Solutions to handle these procedures and serve as the Settlement Administrator.  
24 Settlement Administration Fees are currently estimated not to exceed \$6,500.00 and will be paid out of  
25 the Gross Settlement Amount, subject to approval of the Court.

#### 26 EXHIBITS

27 48. As noted above, a true and correct copy of the PRIVATE ATTORNEYS GENERAL ACT  
28 SETTLEMENT AGREEMENT is attached hereto as **Exhibit "1."**

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49. Attached hereto as **Exhibit “2”** is a true and correct copy of Tunyan Law, APC’s task and time chart that sets forth in detail the nature of the legal services provided by attorneys and the time incurred in performing those services.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 6<sup>th</sup> day of March 2026, at Glendale, California.

LILIT TUNYAN, "Declarant"

# **Exhibit “1”**

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Attorneys for Plaintiff OLIVIA PASS

Additional counsel on next page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

OLIVIA PASS, as an individual and on  
behalf of all employees similarly situated,

Plaintiff,

v.

DEL AMO HOSPITAL, INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendant.

Case No. 24STCV03085

[Assigned for all purposes to Hon. Gail Killefer,  
Dept. 37]

**PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT**

Complaint Filed: February 5, 2024  
Trial: None Yet Set

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Attorneys for Defendant DEL AMO HOSPITAL, INC.  
and UHS DELAWARE, INC.

1                   **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT**

2                   This Private Attorneys General Act Settlement Agreement (“Agreement,” “Settlement,”  
3 or “Settlement Agreement”) is made by and between Plaintiffs OLIVIA PASS and HADIZA  
4 JIMADA (together, “Plaintiffs”) and their former employer, Defendant DEL AMO HOSPITAL,  
5 INC. d/b/a DEL AMO BEHAVIORAL HEALTH SYSTEM (“Defendant” for purposes of this  
6 Agreement). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or  
7 individually as “Party.”

8                   **1.       DEFINITIONS.**

9                   1.1. “Actions” means, collectively, the Plaintiffs’ Private Attorneys General Act  
10 representative action lawsuits alleging claims for civil penalties for alleged California Labor  
11 Code and Industrial Welfare Commission Wage Order violations against Defendant captioned  
12 *Olivia Pass v. Del Amo Hospital, Inc.*, Case No. 24STCV03085, initiated on February 5, 2024,  
13 pending in Los Angeles County Superior Court (“Pass” matter) and *Hadiza Jimada v. UHS of*  
14 *Delaware, Inc.; Del Amo Hospital, Inc.; Del Amo Behavioral Health System; Del Amo*  
15 *Behavioral Health System of California*, Case No. 24TRCV01282, initiated on April 15, 2024,  
16 currently pending in Los Angeles County Superior Court as a representative PAGA case but  
17 ordered to arbitration as an individual PAGA case (collectively the “Jimada” matter), which will  
18 subsequently be amended, with such Second Amended Complaint to (i) include Jimada as a  
19 plaintiff in the Pass matter; (ii) to add Pass individual PAGA claims; and (iii) to include facts and  
20 allegations alleging violation of Labor Code §§ 245 through 249 (California sick pay law) as  
21 well as 551 and 552 (failure to provide a day of rest in a workweek) along with a cause of action  
22 alleging violation of same.

23                   1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral  
24 entity the Parties have agreed to appoint to administer the Settlement.

25                   1.3. “Administration Expenses Payment” means the amount the Administrator will be  
26 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in an  
27 amount not to exceed \$8,000 and in accordance with the Administrator’s “not to exceed” bid  
28 (which was \$6,500) submitted to the Court in connection with approval of this Settlement.

1 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant  
2 Del Amo Hospital, Inc. in the State of California and classified as non-exempt who performed  
3 work, or continue to work, at any time during the PAGA Period, whether current or former  
4 employees.

5 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in  
6 Del Amo Hospital, Inc.’s possession its human resources and/or payroll databases as they are  
7 maintained in the normal course of business, including each Aggrieved Employee’s first and last  
8 name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

9 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and  
10 search for current Aggrieved Employee mailing addresses using all reasonably available sources,  
11 methods and means including, but not limited to, the National Change of Address database, skip  
12 traces, and direct contact by the Administrator with Aggrieved Employees.

13 1.7. “Court” means the Superior Court of California, County of Los Angeles.

14 1.8. “Defense Counsel” means YOUNG-AGRIESTI & THOMAS, LLP.

15 1.9. “Effective Date” means the date the last to occur of the following that apply: (a) if  
16 no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of  
17 the PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the  
18 Court’s order approving the PAGA Settlement, sixty-five (65) calendar days after the date of  
19 entry of an order approving the PAGA Settlement or the date on which the time for all appeals  
20 from objections to the PAGA Settlement has passed, whichever is later; (c) if there are  
21 intervenors to the Action, and if an appeal, review or writ is not sought from the order granting  
22 approval of the PAGA Settlement, then upon the expiration date of the time for the filing or  
23 noticing of any appeal from, or other challenge to, the order; or (d) if an appeal, review or writ is  
24 sought from the order, thirty (30) calendar days after the order is affirmed or the appeal, review  
25 or writ is dismissed or denied, or the time for any further appeal has expired, whichever is later,  
26 and the order is no longer subject to further judicial review. Prior to the Effective Date of the  
27 PAGA Settlement, Defendant will not be required to fund the Settlement, in whole or in part,  
28 through the Administrator or any third party. If PAGA Counsel were to appeal a ruling with

respect to fees or costs, such appeal shall not affect the Effective Date and the Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent distribution shall be at PAGA Counsel's expense. If the Effective Date falls on a holiday or weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date is conditioned upon Plaintiffs' filing of the Supplemental PAGA Notice (described in Paragraph 1.21) and Second Amended Complaint in the Action (described in Paragraphs 2.4.).

1.10. "Gross Settlement Amount" means \$525,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA representatives' Enhancement Awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

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

1.12. "Judgment" means the Judgment and Approval Order entered by the Court, approving the Settlement.

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

1.14. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under California Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the amount available to be paid to both the LWDA (as the LWDA PAGA Payment) and Aggrieved Employees (as Individual PAGA Payments), which shall be the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA representatives' Enhancement Awards, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.16. "PAGA Counsel" or "Plaintiffs' Counsel" mean, collectively, TUNYAN LAW, APC, THE SENTINEL FIRM, APC, and LAWYERS *for* JUSTICE, PC.

1 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses  
2 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable  
3 attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

4 1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee  
5 was employed by and worked for Defendant Del Amo Hospital, Inc. in California for at least one  
6 day during the PAGA Period.

7 1.19. "PAGA Period" means the period from February 5, 2023 through the date of entry  
8 of the Judgment and Approval Order or as modified under Paragraph 8 of this Agreement.

9 1.20. "PAGA" means the Private Attorneys General Act, California Labor Code § 2698.  
10 et seq. Unless otherwise specified, all citations and references to the PAGA statute contained  
11 herein are to the version of that statute prior to the amendment effective July 1, 2024; the  
12 amended statute does not apply to the Actions or the Settlement pursuant to California Labor  
13 Code section 2699(v)(1), as amended, because the PAGA Notices to the Labor and Workforce  
14 Development Agency were originally filed prior to June 19, 2024.

15 1.21. "PAGA Notices" means, collectively, Plaintiff Pass's February 5, 2024 letter to  
16 Defendant and the LWDA which was assigned LWDA Case No. LWDA-CM-1009275-24 and  
17 Plaintiff Jimada's February 9, 2024 letter to Defendant and the LWDA which was assigned  
18 LWDA Case No. LWDA-CM-1010311-24, providing notice pursuant to California Labor Code  
19 section 2699.3, subd.(a),, and Pass's additional PAGA Notice Letter amending her prior notice to  
20 allege violation of Labor Code 245-249, 551 and 552 (along with facts and theories), submitted  
21 on December 8, 2025 ("Supplemental PAGA Notice"), attached to this Agreement as **Exhibit A**,  
22 all three of which shall be incorporated by reference into the Operative Complaint as defined  
23 below.

24 1.22. "Plaintiffs" means, collectively, OLIVIA PASS and HADIZA JIMADA, the  
25 named Plaintiffs in the Actions.

26 1.23. "Approval Order" or "Judgment and Approval Order" means the proposed Court  
27 Order Granting Approval of PAGA Settlement and Judgment.

28 1.24. "Released PAGA Claims" means the claims being released by (i) the State of

California with respect to, and on behalf of, Aggrieved Employees; (ii) Aggrieved Employees and (iii) Plaintiffs, as described in Paragraph 5 below.

1.25. “Released Parties” means Defendants Del Amo Hospital, Inc. d/b/a Del Amo Behavioral Health System, UHS of Delaware, Inc. and or any of them, and any of their past, present, and future direct or indirect parents (including without limitation Universal Health Services, Inc.), subsidiaries, predecessors, successors, and affiliates, and dbas (including without limitation Del Amo Behavioral Health System and Del Amo Behavioral Health System of California), as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with any of them.

## **2. RECITALS.**

2.1. On February 5, 2024, Plaintiff Olivia Pass filed her Class Action Complaint, thereby commencing a wage-and-hour class action alleging seven causes of action against Defendant Del Amo Hospital Inc. On April 11, 2024, Plaintiff Olivia Pass filed a First Amended Complaint (“Pass Complaint”) adding a cause of action for civil penalties pursuant to PAGA based on the same California Labor Code violations alleged in her initial complaint. On April 23, 2024, Plaintiff Olivia Pass filed an application to dismiss class and individual non-PAGA claims without prejudice leaving PAGA only claims in her action, which was granted. On June 18, 2024, Defendant Del Amo Hospital Inc. filed a motion to compel PAGA individual claims to arbitration and stay PAGA representative claims, which was denied. On July 12, 2024, Plaintiff Olivia Pass filed an application to dismiss PAGA individual claims leaving only PAGA representative claims in her action, which was granted. On August 15, 2024 and on February 26, 2025, Defendant Del Amo Hospital filed two motions to reconsider the order dismissing PAGA individual claims, which were both denied.

2.3. On April 15, 2024, Plaintiff Hadiza Jimada filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code §2698, *et seq.* (“Jimada Complaint”) commenced an action alleging one cause of action for civil penalties pursuant to the PAGA against Defendant, UHS of Delaware, Inc. and Del Amo Behavioral Health System and

1 Del Amo Behavioral Health System of California. Defendant alleged that UHS of Delaware,  
2 Inc. never employed Plaintiffs or the Aggrieved Employees, and that they were further  
3 erroneously sued as Del Amo Behavioral Health System and Del Amo Behavioral Health System  
4 of California, neither of which exists as a legal entity, in the *Jimada* action. On July 15, 2024,  
5 Defendants file a motion to compel arbitration of PAGA individual claims and stay PAGA  
6 representative claims which was granted.

7 2.4. The *Pass* First Amended Complaint and *Jimada* Complaint shall be modified  
8 consistent with this paragraph. After full execution of this Agreement but prior to filing PAGA  
9 approval motion in the *Pass* case, the parties agree to stipulate to Olivia Pass's filing of a Second  
10 Amended Complaint to (i) include Hadiza Jimada as a plaintiff in the *Pass* matter, (ii) to include  
11 Pass' individual PAGA claims; (iii) to include all facts, allegations and Labor Code or IWC  
12 provisions alleged by Hadiza Jimada; and (iv) to allege violations of IWC Wage Orders and  
13 Labor Codes §§ for (1) Failure to Pay Wages – both minimum and overtime (Cal. Labor Code §§  
14 204, 210, 510, 551, 552, 558, 1194, 1194.2, 1197, 1197.1, 1198; (2) Failure To Provide Meal  
15 And Rest Periods (Cal. Labor Code §§ 210, 226.7; 512; 558); (3) Inaccurate Paycheck Stubs  
16 (Cal. Labor Code § 226, 1174, 1174.5 and 1175); (4) Failure to Timely Pay Final Wages (Cal.  
17 Labor Code §§ 201 -203) (5) Failure To Indemnify for Necessary Business Expenses (Cal. Labor  
18 Code §§2800, 2802) (6) Failure to Maintain Accurate Records and Produce Employee Records  
19 Upon Request (Cal. Labor Code §§ 1174.5), (7) Unfair Business Practices §17200, 17202-  
20 17204; (8) Failure To Pay Timely Wages During Employment (Labor Code § 204); (9) Sick  
21 Leave (Cal. Labor Code §§ 245 through 249); (10) Failure To Provide A Day Of Rest In Seven  
22 (Cal. Labor Code §§ 551, 552) and (11) Private Attorney General Act (Cal. Labor Code §2699,  
23 *et seq.*) as well as supporting facts. The stipulation shall specify that no responsive pleading is  
24 required by Defendants and that upon grant of leave to file a Second Amended complaint in  
25 *Pass*, Plaintiff Hadiza shall dismiss the *Jimada* matter without prejudice. Defendants deny the  
26 allegations in the Operative Complaint, deny any failure to comply with the laws identified in the  
27 Operative Complaint and deny any and all liability for the causes of action alleged.

28 2.5. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiffs gave timely

1 written notice to Defendant and the LWDA by sending the PAGA Notices.

2 2.6. On September 30, 2025, the Parties participated in an all-day mediation presided  
3 over by Deborah Saxe, Esq. and reached a settlement of the Actions through a mediator's  
4 proposal accepted on October 10, 2025.

5 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, employee and  
6 payroll data, policy documents, and additional information regarding Defendant's non-exempt,  
7 hourly employees in California, which Plaintiffs' Counsel reviewed and analyzed.

8 **3. MONETARY TERMS.**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8, Defendant  
10 promises to pay Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) and no more as the  
11 Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount  
12 prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse  
13 the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit  
14 any claim as a condition of payment. None of the Gross Settlement Amount will revert to  
15 Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
17 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
18 the Court in the Judgment and Approval Order:

19 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%  
20 of the Gross Settlement Amount, which is estimated to be \$183,750 if the Gross Settlement  
21 Amount remains \$525,000, and PAGA Counsel Litigation Expenses Payment of not more than  
22 \$30,000. Defendants will not oppose requests for Court approval of these payments provided  
23 that they do not exceed these amounts. Plaintiffs will request PAGA Counsel Fees Payment and  
24 PAGA Litigation Expenses Payment with the motion or joint stipulation for approval of the  
25 Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel  
26 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the  
27 remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA  
28 Counsel or any other Plaintiffs' Counsel arising from claims, lawsuits or disputes related to

1 allocation of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment  
2 amongst the various PAGA Counsel. The Administrator will pay the PAGA Counsel Fees  
3 Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.  
4 PAGA Counsel assumes full responsibility and liability for taxes owed on their respective  
5 portion of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses  
6 Payment and hold Defendants harmless, and indemnify Defendants from any dispute or  
7 controversy regarding any division or sharing of any of these payments.

8 3.2.2. To Plaintiffs: \$10,000 each to Plaintiffs (total \$20,000) as Enhancement  
9 Award for representing the State of California and Aggrieved Employees and for otherwise  
10 complying with the terms of this Agreement. Plaintiffs agree to provide an IRS Form W-9 to  
11 Defense Counsel by the Effective Date. Defendants will not oppose requests for Court approval  
12 of these payments to Plaintiffs.

13 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
14 \$8,000 except for showing of good cause and as approved by the Court. To the extent the  
15 Administration Expenses are less or the Court approves payment less than \$8,000, the  
16 Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action  
17 Administration Solutions has been selected as the Administrator, based upon its “not to exceed”  
18 bid of \$6,500 conditioned upon its agreement to comply with the terms of this Agreement. The  
19 Administrator must provide Defense Counsel with a current, fully completed IRS Form W-9 in  
20 the name of the entity to which payment will be made, must agree to timely provide copies of  
21 claims administered in this case to Defendant upon demand (i.e., notices, settlement checks,  
22 proof of payment such as cancelled checks, etc.), and must provide copies all tax filings prepared  
23 on behalf of Del Amo Hospital, Inc. or any QSF, as defined below, created for administration of  
24 settlement payments and tax filings for this settlement.

25 3.2.4. To the LWDA and Aggrieved Employees: The Net Settlement Amount,  
26 with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA  
27 Payments.

28 3.2.4.1. The Administrator will calculate each Individual PAGA Payment

by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of their records, and as referenced in Paragraph 8 above, Defendant estimates there are approximately 647 Aggrieved Employees who worked a total of 22,737 PAGA Pay Periods from February 5, 2023 through September 30, 2025.

4.2. Aggrieved Employee Data. Within twenty (20) days after the Effective Date, Defense Counsel will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Aggrieved Employee Data shall not be subject to disclosure by the Administrator to PAGA Counsel. At no time during the settlement process will any PAGA Member's address, telephone number or Social Security Number be filed with the Court by PAGA Counsel or Defendant, except under seal as may be ordered by the Court. The Administrator shall ensure that the Notice and any other communications to PAGA Members shall not include the PAGA Members' Social Security Numbers, except for the last four digits. No later than seven (7) calendar days after Defendant provides the Aggrieved Employees Data to the Administrator, the Administrator shall determine whether the threshold set forth in Paragraph 8 has been exceeded and inform the Parties of this, if this has not already been determined and agreed to at an earlier time. Defendant has a continuing

1 duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data  
2 omitted employee identifying information and to provide corrected or updated Aggrieved  
3 Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously  
4 use best efforts, in good faith, to meet and confer regarding a stipulation and proposed order, to  
5 obtain the Court's approval and/or modification of the Judgment and Approval Order, to allow  
6 data to be reconstructed and/or otherwise to resolve any issues related to missing or omitted  
7 Aggrieved Employee Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
9 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days  
10 after the Effective Date. The Administrator is required to provide all tax forms, including IRS  
11 Form W-9 for the QSF, to Defendant within 5 days after the Effective Date. The Administrator  
12 is also required to adhere to Defendant's security protocols for wire transfers, including oral  
13 confirmation of routing and bank account number.

14 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after  
15 Defendant funds the Gross Settlement Amount, the Administrator will transmit payments for all  
16 Individual PAGA Payments, Plaintiffs' Enhancement Awards, the LWDA PAGA Payment, the  
17 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel  
18 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA  
19 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA  
20 Payments.

21 4.4.1. The Administrator will issue checks for the Individual PAGA Payments  
22 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with  
23 the Cover Letter Re: PAGA Representative Action Settlement (attached hereto as **Exhibit B**).  
24 The face of each check shall prominently state the date (180 days after the date of mailing) when  
25 the check will be voided. The Administrator will cancel all checks not cashed by the void date.  
26 Before mailing any checks, the Settlement Administrator must update the recipients' mailing  
27 addresses using the National Change of Address Database.

28 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search

for all Aggrieved Employees whose checks are returned undelivered within 60 days of initial mailing, without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail the check 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 canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Division in the name of the Aggrieved Employee. The Administrator shall provide copies of such checks to Del Amo Hospital, Inc. upon request by Defense Counsel.

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 Settlement Amount, the State of California with respect to Aggrieved Employees, Aggrieved Employees, Plaintiffs, and PAGA Counsel will release claims against all Released Parties as follows:

### **5.1 Plaintiffs' Release.**

5.1.1 Scope of Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns shall agree to irrevocably and unconditionally release and discharge Released Parties from all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), transactions or occurrences, of any nature whatsoever, including, but

not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising under any of the following, as amended: the National Labor Relations Act (“NLRA”), Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 (“ERISA”), the Americans with Disabilities Act of 1990 (“ADA”), the Fair Labor Standards Act (“FLSA”), the Occupational Safety and Health Act (“OSHA”), the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Family and Medical Leave Act (“FMLA”), the Worker Adjustment and Retraining Notification Act (“WARN”), the California Fair Employment and Housing Act (“FEHA”), the Family and Medical Leave Act of 1993 (“FMLA”) and the California Family Rights Act (“CFRA”), the Private Attorneys’ General Act (“PAGA”), the California Worker Adjustment and Retraining Notification Act (“Cal-WARN”), the California Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor Code (including specifically, Section 132a) and California Wage Orders, together with any alleged violation of the United States or any state Constitution, any local, state or federal law, regulation or ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or declaratory relief any violation of the penal code, and any other claim whether cognizable at law or in equity having any bearing whatsoever on Plaintiffs’ application for employment, employment with, or separation of employment from the Released Parties, which Plaintiffs ever had, now have, or shall have, from the beginning of time to the date of the Effective Date (“Plaintiffs’ Release”). Plaintiffs’ Release will not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social

1 security benefits, or workers' compensation benefits that arose at any time. To  
2 the extent there has been a former release of claims and/or benefits, nothing in  
3 this Agreement shall affect the finality of those prior release(s).

4 5.1.2 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of  
5 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,  
6 if any, of Section 1542 of the California Civil Code, which reads: A general release does not  
7 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her  
8 favor at the time of executing the release, and that if known by him or her would have materially  
9 affected his or her settlement with the debtor or Released Party. Plaintiffs agree and  
10 acknowledge that they may hereafter discover facts different from or in addition to those which  
11 each they or their attorneys now know or believe to be true with respect to the matters released in  
12 this settlement, and agree that the release in this paragraph shall be and remain in effect as a full  
13 and complete release of all claims, notwithstanding any such different or additional facts.

14 5.2 Release by State of California with respect to Aggrieved Employees: The State of  
15 California with respect all Aggrieved Employees, is deemed to release, on behalf of itself and its  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
17 Parties from all claims for civil penalties under the California Private Attorneys General Act,  
18 California Labor Code § 2698, et. seq. ("PAGA") which were alleged in the Pass matter, Jimada  
19 matter and Operative Complaint and/or in the PAGA Notices, or that could have been alleged in  
20 the Pass matter, Jimada matter and Operative Complaint and/or the PAGA Notices, based upon  
21 the facts and/or claims alleged in the Pass matter, Jimada matter and Operative Complaint or in  
22 the PAGA Notices, for violations of California Labor Code sections 201, 202, 203, 204, 210,  
23 226(a), 226.7, 245-249, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1,  
24 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage  
25 Orders 4-2001 and 5-2001 (collectively, "Released Claims").

26 5.3 Release by Aggrieved Employees. All Aggrieved Employees, including Plaintiffs,  
27 are deemed to release, on behalf of themselves and their respective former and present  
28 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released

Parties from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be barred from proceeding with any Released Claim released by this Agreement, which includes PAGA penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

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 Counsel Fees incurred in connection with the Jimada matter, Pass matter and Operative Complaint and respective PAGA notices, as well as the PAGA Period facts stated in same.

**6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.**

Plaintiffs' Counsel agree to prepare and file a joint stipulation or motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under California Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Judgment and 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

1 LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel,  
2 or Defense Counsel; (iii) a signed declaration from PAGA Counsel firms attesting to their timely  
3 transmission to the LWDA of all necessary PAGA documents (initial notice of violations  
4 (California Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section  
5 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant  
6 to any actual or potential conflict of interest with Aggrieved Employees and/or the  
7 Administrator. Such drafts will be delivered at least 7 business days before filing.

8 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly  
9 responsible for expeditiously finalizing and filing the stipulation or motion for approval of this  
10 Settlement no later than thirty (30) days following an order granting leave to file the Second  
11 Amended Complaint and, if necessary, obtaining a prompt hearing date for the motion and  
12 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for  
13 delivering the Judgment and Approval Order to the Administrator. Pursuant to the agreement of  
14 the Parties a motion for settlement approval will not be heard until on or after February 1, 2026.

15 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation  
16 or motion for approval of this Settlement and/or the supporting declarations and documents,  
17 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties  
18 by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the  
19 Court does not grant the motion or stipulation for approval of this Settlement or conditions its  
20 approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will  
21 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in  
22 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 23 7. SETTLEMENT ADMINISTRATION.

24 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action  
25 Administration Solutions to serve as the Administrator and verified that, as a condition of  
26 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this  
27 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
28 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. Defendant may engage in communications with the Administrator without notice or copies to PAGA Counsel, any Aggrieved Employees, or the Court. PAGA Counsel may engage in communications with the Administrator without notice or copies to Defendant, any Aggrieved Employees, or the Court. In the event that either Defendant or PAGA Counsel take the position that the Administrator is not acting in accordance with the terms of the Agreement, such party shall meet and confer first with opposing counsel and then, if necessary, with the Administrator and/or the Court.

7.2. Employer Identification Number. The Administrator shall establish an Employer Identification Number for purposes of administering this Settlement and calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Administrator shall specifically agree to provide Defendant, upon reasonable request, with copies of notices, checks and cancelled checks pertaining to any aggrieved employee for two years following disbursement of the settlement.

7.5. Explanatory Letter. The Administrator will mail copies of the explanatory letter, which has been approved by the Parties and attached hereto as **Exhibit B** concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-Class U.S. Mail.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

Based on their records, Defendant estimated that, there are 647 Aggrieved Employees who worked 22,737 Pay Periods from February 5, 2023 to September 30, 2025. If the number of actual PAGA Pay Periods during the PAGA Period exceeds 10% of the estimated PAGA Pay Periods (i.e., exceeds 25,011), Defendant has the option to either have the Gross Settlement Amount increased by 1% for each percent that the actual number of PAGA Pay Periods exceed

the 10% threshold (i.e., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase 1%), or have the PAGA Period end on the date that the number of PAGA Pay Periods reach 25,011 PAGA Pay Periods. Plaintiffs shall inform Defense Counsel of the day that they anticipate filing the PAGA approval motion along with the hearing date to be selected. Plaintiff shall inform Defendant of this at least fifteen (15) days in advance of such filing. Five (5) calendar days prior to filing the PAGA approval motion Defense Counsel shall advise Plaintiffs' counsel (i) whether Defendant intends to end the PAGA Period prior to PAGA settlement approval date, using the anticipated settlement approval hearing date as the presumptive date that the Judgment and Approval Order will be entered; or (ii) whether Defendant anticipates triggering of the escalator clause in this Paragraph. Based on Defendant's election, Plaintiffs shall assure that the approval motion, explanatory letter and proposed final judgment all incorporate the selected PAGA Period end date. Should the settlement approval hearing date be continued for any reason, the Parties agree that Defendant may change the PAGA Period end date to avoid the escalator clause, and Plaintiffs' counsel will work cooperatively with Defense Counsel to submit a stipulation, modification of Settlement Agreement and revised proposed final approval order requesting the court to approve the revised date.

**9. CONTINUING JURISDICTION OF THE COURT.**

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement 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 and Approval Order 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 Approval Order and 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

1 the right to oppose any motions, writs, or appeals challenging the Judgment and Approval Order.  
2 If another party appeals the Approval Order and Judgment, the Parties' obligations to perform  
3 under this Agreement will be suspended until such time as the appeal is finally resolved and the  
4 Judgment and Approval Order becomes final, except as to matters that do not affect the amount  
5 of the Gross Settlement Amount.

6 **10. ADDITIONAL PROVISIONS.**

7 10.1. No Admission of Liability or Representative Manageability for Other Purposes.

8 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in  
9 this Agreement is intended or should be construed as an admission by Defendant that any of the  
10 allegations in the Jimada matter, Pass matter or Operative Complaint have merit or that  
11 Defendant has any liability for any claims asserted; nor should it be intended or construed as an  
12 admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree  
13 that representative treatment is for purposes of this Settlement only. If, for any reason the Court  
14 does not approve this Settlement, Defendant reserves all available defenses to the claims in the  
15 Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this  
16 Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be  
17 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
18 Settlement and this Agreement). The Parties further agree that nothing in this Agreement is  
19 deemed to waive or otherwise prevent Defendant from arbitrating the Jimada matter or having  
20 the court reconsider the motion to compel arbitration if the Settlement does not become effective  
21 for any reason. Plaintiffs and PAGA Counsel agree that Defendant retains and reserves these  
22 rights, and agree not to argue or present any argument, and hereby waives any argument that,  
23 based on this Agreement, that Defendants cannot assert any and all potential defenses and  
24 privileges if this Action were to proceed. The Parties further agree that nothing in this  
25 Agreement is deemed to waive or otherwise prevent Plaintiffs from opposing Defendant's  
26 motion to reconsider the motion to compel arbitration or having the Jimada matter proceed in  
27 arbitration.

28 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this

1 Agreement together with its attached exhibits shall constitute the entire agreement between the  
2 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
3 covenants, or inducements made to or by any Party.

4 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant  
5 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all  
6 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
7 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
8 terms of this Agreement including any amendments to this Agreement.

9 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use  
10 their best efforts, in good faith, to implement the Settlement by, among other things, modifying  
11 the Settlement Agreement, submitting supplemental evidence and supplementing points and  
12 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
13 or content of any document necessary to implement the Settlement, or on any modification of the  
14 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
15 assistance of a mediator and/or the Court for resolution.

16 10.5. No Prior Assignments. The Parties separately represent and warrant that they have  
17 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
18 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
19 action, or right released and discharged by this Settlement.

20 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense  
21 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
22 Settlement be relied upon as such within the meaning of United States Treasury Department  
23 Circular 230 (31 CFR Part 10, as amended) or otherwise.

24 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
25 modified, changed, or waived only by an express written instrument signed by all Parties or their  
26 representatives, and approved by the Court.

27 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and  
28 inure to the benefit of, the successors of each of the Parties.

1           10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will  
2 be governed by and interpreted according to the internal laws of the state of California, without  
3 regard to conflict of law principles.

4           10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and  
5 preparation of this Agreement. This Agreement will not be construed against any Party on the  
6 basis that the Party was the drafter or participated in the drafting.

7           10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders  
8 entered during the Actions and in this Agreement relating to the confidentiality of information  
9 shall survive the execution of this Agreement. Except as provided above to the extent necessary  
10 to effectuate the settlement or as required by court or legal process, the Parties and their counsel  
11 will keep confidential the facts relating to the existence of this Agreement, negotiations leading  
12 to the execution of this Agreement, terms of this Agreement, and alleged factual basis for  
13 Plaintiffs' claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a  
14 press conference, publish information about the settlement on any website or through any social  
15 media, or otherwise publicize the settlement or communicate its terms in public or in private,  
16 unless ordered by the Court.

17           10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA  
18 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved  
19 Employee Data provided to PAGA Counsel by Defendant in connection with the mediation,  
20 other settlement negotiations, or in connection with the Settlement, may be used only with  
21 respect to this Settlement, and no other purpose, and may not be used in any way that violates  
22 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the  
23 Administrator discharges its obligation to pay out of all Settlement funds, or after any Court-  
24 ordered deadlines and/or hearing regarding final accounting and related compliance, whichever  
25 is later, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data  
26 received from Defendant unless, prior to the Administrator's payment of all Settlement funds,  
27 Defendant makes a written request to PAGA Counsel for the return, rather than the destruction,  
28 of Aggrieved Employee Data.

1           10.13. Headings. The descriptive heading of any section or paragraph of this Agreement  
2 is inserted for convenience of reference only and does not constitute a part of this Agreement.

3           10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement  
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
5 weekend or federal legal holiday, such date or deadline shall be on the first business day  
6 thereafter.

7           10.15. Notice. All notices, demands or other communications between the Parties in  
8 connection with this Agreement will be in writing and deemed to have been duly given as of the  
9 third business day after mailing by United States mail, or the day sent by email or messenger,  
10 addressed as follows:

11           To Plaintiffs:  
12           Lilit Tunyan  
              [ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
13           Artur Tunyan  
              [atunyan@tunyanlaw.com](mailto:atunyan@tunyanlaw.com)  
14           **TUNYAN LAW, APC**  
15           535 N Brand Blvd. Suite 285  
16           Glendale, California 91203  
              Telephone: (323) 410-5050

17           Seung Yang  
              [seung.yang@thesentinel-firm.com](mailto:seung.yang@thesentinel-firm.com)  
18           Tiffany Hyun  
              [tiffany.hyun@thesentinel-firm.com](mailto:tiffany.hyun@thesentinel-firm.com)  
19           **THE SENTINEL FIRM, APC**  
20           355 S. Grand Ave., Suite 1450  
21           Los Angeles, California 90071  
22           Telephone: (213) 985-1150  
              Facsimile: (213) 985-2155

23           Arby Aiwarzian  
              arby@calljustice.com  
24           Joanna Ghosh  
              joanna@calljustice.com  
25           Daniel Bass  
              d.bass@calljustice.com  
26           **LAWYERS for JUSTICE, PC**  
27           450 N. Brand Blvd., Suite 900  
28           Glendale, California 91203  
              Telephone: (818) 265-1020  
              Facsimile: (818) 265-1021

To Defendants:  
 Summer Young-Agriesti  
[syoung@yatlaw.com](mailto:syoung@yatlaw.com)  
 Ana Thomas  
[athomas@yatlaw.com](mailto:athomas@yatlaw.com)  
**YOUNG-AGRIESTI & THOMAS, LLP**  
 7755 Center Avenue, Suite 1100  
 Huntington Beach, California 92647  
 Telephone: (949) 221-8700  
 Facsimile: (949) 222-1044

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation of the Actions shall be stayed, including arbitration of the Jimada matter, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

The Parties hereby execute this Agreement.

**IT IS SO AGREED:**

Dated: 1/21/2026 | 9:25 AM PST

**OLIVIA PASS**

By:  Signed by:  
83DC7740AB144B0

OLIVIA PASS

Dated:

**HADIZA JIMADA**

By: \_\_\_\_\_

HADIZA JIMADA

To Defendants:  
Summer Young-Agriesti  
[syoung@yatlaw.com](mailto:syoung@yatlaw.com)  
Ana Thomas  
[athomas@yatlaw.com](mailto:athomas@yatlaw.com)  
**YOUNG-AGRIESTI & THOMAS, LLP**  
7755 Center Avenue, Suite 1100  
Huntington Beach, California 92647  
Telephone: (949) 221-8700  
Facsimile: (949) 222-1044

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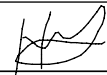
**IT IS SO AGREED:**

Dated: **OLIVIA PASS**

By: \_\_\_\_\_

**OLIVIA PASS**

Dated: 01/20/2026 **HADIZA JIMADA**

By:  \_\_\_\_\_  
Electronically Signed 2026-01-21 05:18:14 UTC - 172.58.212.204  
Nintex AssureSign® 10956164-8be8-458c-9b7-63d80143d802

**HADIZA JIMADA**

1 Dated: 1.22.2026

2 DEL AMO HOSPITAL, INC. d/b/a DEL AMO  
3 BEHAVIORAL HEALTH SYSTEM

4 By: 

5 William Holt

6 Chief Executive Officer

7 APPROVED AS TO FORM AND CONTENT:

8 Dated:

9 TUNYAN LAW, APC

10 By:

11 Lilit Tunyan

12 Artur Tunyan

13 Attorneys for Plaintiff OLIVIA PASS

14 Dated:

15 THE SENTINEL FIRM, APC

16 By:

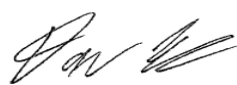
17 Tiffany Hyun

18 Seung Young

19 Attorneys for Plaintiff OLIVIA PASS

20 Dated: January 22, 2026

21 LAWYERS for JUSTICE, PC

22 By: 

23 Arby Aiwazian

24 Joanna Ghosh

25 Daniel Bass

26 Attorneys for Plaintiff HADIZA JIMADA

27 Dated:

28 YOUNG-AGRIESTI & THOMAS, LLP

By: 

Summer Young-Agriesti

Ana Thomas

Attorneys for Defendants DEL AMO HOSPITAL,  
INC. d/b/a DEL AMO BEHAVIORAL HEALTH  
SYSTEM and UHS DELAWARE, INC.

Dated: **DEL AMO HOSPITAL, INC. d/b/a DEL AMO  
BEHAVIORAL HEALTH SYSTEM**

By: \_\_\_\_\_

William Holt

Chief Executive Officer

**APPROVED AS TO FORM AND CONTENT:**

Dated: 1/21/2026 | 9:27 AM PST

**TUNYAN LAW, APC**

Signed by:

By:  C1FEE94AA91E49A

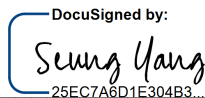
Lilit Tunyan  
Artur Tunyan

Attorneys for Plaintiff OLIVIA PASS

Dated: 1/21/2026 | 12:32 PM EST

**THE SENTINEL FIRM, APC**

DocuSigned by:

By:  25EC7A6D1E304B3...

Tiffany Hyun  
Seung Young

Attorneys for Plaintiff OLIVIA PASS

Dated:

**LAWYERS for JUSTICE, PC**

By: \_\_\_\_\_

Arby Aiwarzian  
Joanna Ghosh

Daniel Bass  
Attorneys for Plaintiff HADIZA JIMADA

Dated:

**YOUNG-AGRIESTI & THOMAS, LLP**

By: \_\_\_\_\_

Summer Young-Agriesti  
Ana Thomas

Attorneys for Defendants DEL AMO HOSPITAL,  
INC. d/b/a DEL AMO BEHAVIORAL HEALTH  
SYSTEM and UHS DELAWARE, INC.

# **Exhibit “A”**



535 N Brand Blvd. Suite 285  
Glendale, CA 91203  
Tel: (323) 410-5050  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)

February 5, 2024

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA CERTIFIED MAIL**  
**Return Receipt Requested**

Del Amo Hospital, Inc.  
23700 Camino Del Sol  
Torrance, California 90505

**VIA CERTIFIED MAIL**  
**Return Receipt Requested**

Agent for Service of Process for  
Del Amo Hospital, Inc.  
CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, California 95833

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

*Re: Pass v. Del Amo Hospital, Inc.*

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Olivia Pass (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Del Amo Hospital, Inc. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendant**

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a mental health technician from approximately November 2022 to November 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 4 days per week and over 9 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of

shift differentials and bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime and sick pay rate. Defendant did not include the additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line to clock in to work in order not to be late for the scheduled shift start time but did not compensate for that time. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss or have late, interrupted or short meal periods. Plaintiff and the Aggrieved Employees were regularly required to interrupt their meal periods and continue working as Defendant was understaffed. Accordingly, Defendant’s policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees have almost never been authorized or taken their first, second or third rest periods as Defendant was understaffed and did not have coverage for employees to take their rest periods. Defendant also wrongfully instructed Plaintiff and the Aggrieved Employees to ask permission from their supervisors every time they wanted to take a rest period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

### **Failure to Maintain Accurate Records of Hours Worked**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

#### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase a uniform but were not reimbursed for the uniform. Plaintiff and the Aggrieved Employees would also use their personal cell phones to regularly check their schedules but were not compensated for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

#### **Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an

employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

#### **Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the

greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

#### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not

authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Tunyan", with a stylized flourish at the end.

**Lilit Tunyan, Esq.**  
**TUNYAN LAW, APC**



535 N Brand Blvd. Suite 285  
Glendale, CA 91203  
Tel: (323) 410-5050  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)

December 8, 2025

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA CERTIFIED MAIL**

**Return Receipt Requested**  
Del Amo Hospital, Inc.  
23700 Camino Del Sol  
Torrance, California 90505

**VIA CERTIFIED MAIL**

**Return Receipt Requested**  
Agent for Service of Process for  
Del Amo Hospital, Inc.  
CSC-Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, California 95833

**VIA EMAIL**

Summer Young-Agriesti  
[syoung@kbylaw.com](mailto:syoung@kbylaw.com)  
Ana Thomas  
[athomas@kbylaw.com](mailto:athomas@kbylaw.com)  
**Young-Agriesti & Thomas, LLP**  
7755 Center Avenue, Suite 1100  
Huntington Beach, California 92647  
Telephone: 949-221-8700  
Facsimile: 949-222-1044  
**Attorneys for Defendant DEL AMO  
HOSPITAL, INC.**

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

*Re: Pass v. Del Amo Hospital, Inc.*

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Olivia Pass (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer Del Amo Hospital, Inc. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former

aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendant**

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a mental health technician from approximately November 2022 to November 2023, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 4 days per week and over 9 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory period, Plaintiff and the Aggrieved Employees received additional remuneration in the form of shift differentials and bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime and sick pay rate. Defendant did not include the

additional remuneration paid to Plaintiff and the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line to clock in to work in order not to be late for the scheduled shift start time but did not compensate for that time. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss or have late, interrupted or short meal periods. Plaintiff and the Aggrieved Employees were regularly required to interrupt their meal periods and continue working as Defendant was understaffed. Accordingly, Defendant’s policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees have almost never been authorized or taken their first, second or third rest periods as Defendant was understaffed and did not have coverage for employees to take their rest periods. Defendant also wrongfully instructed Plaintiff and the Aggrieved Employees to ask permission from their supervisors every time they wanted to take a rest period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

### **Failure to Maintain Accurate Records of Hours Worked**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

#### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase a uniform but were not reimbursed for the uniform. Plaintiff and the Aggrieved Employees would also use their personal cell phones to regularly check their schedules but were not compensated for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

#### **Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

#### **Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

#### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-249)**

Throughout the relevant time period, Defendant failed to provide correct paid sick leave to Plaintiff and the Aggrieved Employees. Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick leave pay rate calculation).

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Upon information and belief, Defendant failed and continue to fail to comply with Labor Code § 246, by failing to provide Plaintiff and the Aggrieved Employees with the correct amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Based on information and belief, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees throughout the relevant time period.

Based on information and belief, throughout the relevant period, Defendant failed to provide correct notice of sick leave amount balance left for Plaintiff and the Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiff and the Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Plaintiff seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Plaintiff and all non-exempt aggrieved employees.

In violation of Labor Code § 247.5, Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including violations of Labor Code Sections 245-249 which incorporate the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.
9. Labor Code §§ 245-249 by failing to provide accurate paid sick and notice of accrued sick leave.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



**Lilit Tunyan, Esq.**  
**TUNYAN LAW, APC**



February 9, 2024

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfiling@dir.ca.gov

**Re: UHS OF DELAWARE, INC.; DEL AMO HOSPITAL, INC.; DEL AMO  
BEHAVIORAL HEALTH SYSTEM; DEL AMO BEHAVIORAL HEALTH  
SYSTEM OF CALIFORNIA**

Dear Representative:

We have been retained to represent Hadiza Jimada against UHS of Delaware, Inc., Del Amo Hospital, Inc., Del Amo Behavioral Health System, and Del Amo Behavioral Health System of California (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Del Amo”) for violations of California wage-and-hour laws. Ms. Jimada seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Jimada seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Del Amo employed Ms. Jimada as an hourly-paid, non-exempt employee from approximately March 2021 to approximately November 2023, in the State of California.

The “aggrieved employees” that Ms. Jimada may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Del Amo has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Del Amo required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Jimada and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Jimada and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Del Amo required Ms. Jimada and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Del Amo also required aggrieved employees to stay on work premises during meal periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Del Amo did not provide Ms. Jimada and other aggrieved employees with complete and accurate itemized

wage statements. The wage statements they received from Del Amo were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Jimada and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Ms. Jimada's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Jimada and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Jimada and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Jimada and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Jimada and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Del Amo failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Jimada and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Del Amo did not provide Ms. Jimada and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Del Amo failed to pay Ms. Jimada and other

aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Jimada and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Del Amo failed to pay Ms. Jimada and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Jimada and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Jimada and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Del Amo. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Jimada seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

UHS of Delaware, Inc.  
Del Amo Hospital, Inc.  
c/o CSC - Lawyers Incorporating Service  
Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Del Amo Behavioral Health System  
Del Amo Behavioral Health System of California  
23700 Camino Del Sol  
Torrance, CA 90505

Del Amo Hospital, Inc.  
c/o Rachelle Highland  
Universal Health Services, Inc.  
Attorney  
367 South Gulph Road  
King of Prussia, PA 19406

# **Exhibit “B”**

[Mailing Date]

[Full Name]

[Mailing Address]

*Olivia Pass, et al. v. Del Amo Hospital, Inc., et al.*  
Los Angeles County Superior Court, Case No. 24STCV03085

Dear [FULL NAME]:

You are receiving the enclosed check in connection with the settlement of a California Private Attorney General Act, California Labor Code § 2698 *et seq.* (“PAGA”) lawsuit entitled *Olivia Pass, et al. v. Del Amo Hospital, Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV03085. In that lawsuit, Plaintiffs Olivia Pass and Hadiza Jimada (“Plaintiffs”) alleged that Defendants Del Amo Hospital Inc. and UHS of Delaware, Inc. (collectively “Defendants”) violated the California Labor Code, and these plaintiffs sought civil penalties under PAGA on behalf of the State of California with respect to non-exempt employees who were employed by and performed work for Del Amo Hospital, Inc. in California between February 5, 2023 through - ----- (collectively, “Aggrieved Employees”). Plaintiffs allege that Defendants are liable for civil penalties under PAGA because of alleged violations of IWC Wage Orders and Labor Codes §§ for (1) Failure to Pay Wages – both minimum and overtime (Cal. Labor Code §§ 204, 210, 510, 551, 552, 558, 1194, 1194.2, 1197, 1197.1, 1198; (2) Failure To Provide Meal And Rest Periods (Cal. Labor Code §§ 210, 226.7; 512; 558); (3) Inaccurate Paycheck Stubs (Cal. Labor Code § 226, 1174, 1174.5 and 1175); (4) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 -203) (5) Failure To Indemnify for Necessary Business Expenses (Cal. Labor Code §§2800, 2802) (6) Failure to Maintain Accurate Records and Produce Employee Records Upon Request (Cal. Labor Code §§ 1174.5), (7) Unfair Business Practices §17200, 17202-17204; (8) Failure To Pay Timely Wages During Employment (Labor Code § 204); (9) Sick Leave (Cal. Labor Code §§ 245 through 249); and (10) Failure To Provide A Day Of Rest In Seven (Cal. Labor Code §§ 551, 552).

Defendants deny all claims and allegations in this lawsuit, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the lawsuit and interference with Defendants’ business operations, Plaintiffs and Defendants have concluded that it is in the best interests of the parties to settle. By settling this lawsuit, Defendants are not admitting that they have done anything wrong.

The Court has **not** ruled on Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. Defendants maintain that Plaintiffs’ allegations are without merit, and enter into this Settlement with no admission of liability.

On [PAGA APPROVAL DATE], the Court approved the parties’ PAGA Settlement Agreement. By operation of the Settlement’s terms, the Aggrieved Employees will release, on behalf of

themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, defendants Del Amo Hospital, Inc. and UHS of Delaware, Inc. and each of their past, present, and future direct or indirect parents (including without limitation Universal Health Services, Inc.), subsidiaries, predecessors, successors, and affiliates, and dbas (including without limitation Del Amo Behavioral Health System and Del Amo Behavioral Health System of California), as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with any of them. (the “Released Parties”) from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices (the “PAGA Released Claims”). Any Aggrieved Employee covered by this release will be barred from proceeding with any PAGA Released Claims. This release is solely limited to civil penalties that are recoverable under PAGA. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

The enclosed check is your share of the settlement calculated on a pro-rata basis based on the number of pay periods you worked for Defendants during the period February 5, 2023 through ---. You may not opt out of this PAGA settlement and release. Your settlement amount represents civil penalties and may be subject to federal, state, and local taxes and may be reported to the appropriate taxing authorities. You may also receive an IRS Form 1099, enclosed. Please consult a tax advisor to determine your individual payment, if any, and reporting situation. 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).

The enclosed check will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance and shall thereafter automatically be void if not cashed within that time. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Funds attributable to any uncashed check will be sent to the California State Controller’s Unclaimed Property division, in your name.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY CONTACT [SETTLEMENT ADMINISTRATOR] AT [PHONE NUMBER].**

# **Exhibit “2”**

| Date      | Hours | Lilit Tunyan Tasks Description                                                                                 |
|-----------|-------|----------------------------------------------------------------------------------------------------------------|
| 1/30/2024 | 4.1   | Review intake notes, documents, investigate claims                                                             |
| 2/1/2024  | 1.1   | Communicate with client                                                                                        |
| 2/1/2024  | 0.9   | Review additional documents, notes, facts obtained from client                                                 |
| 2/2/2024  | 3.3   | Legal research re claims                                                                                       |
| 2/3/2024  | 1.9   | Research re legal corporate structure of Defendant and legal entities                                          |
| 2/3/2024  | 1.1   | Research re pending cases against Defendant                                                                    |
| 2/5/2024  | 3.8   | Review case, draft PAGA letter                                                                                 |
| 2/5/2024  | 0.2   | Submit PAGA letter to LWDA, save confirmation                                                                  |
| 2/5/2024  | 5.1   | Draft complaint, CCCS, Addendum, Summons.                                                                      |
| 2/5/2024  | 0.2   | Electronically file complaint package through Journal Technologies                                             |
| 2/5/2024  | 0.1   | Calendar tasks                                                                                                 |
| 2/7/2024  | 0.1   | Check re complaint filing, download conformed complaint package, calendar tasks.                               |
| 2/7/2024  | 0.2   | Draft peremptory challenge form, place an order with One Legal to file                                         |
| 2/13/2024 | 0.1   | Check re status of peremptory challenge                                                                        |
| 2/15/2024 | 0.1   | Review court docket, pull ruling re peremptory challenge                                                       |
| 2/16/2024 | 0.1   | Place service order of Complaint and Summons to Defendant via OneLegal                                         |
| 2/17/2024 | 0.1   | Save/review/download POS of complaint                                                                          |
| 2/23/2024 | 0.1   | Review court docket re Initial Status Conference order                                                         |
| 2/28/2024 | 0.1   | Review court docket, calendar Initial Status Conference                                                        |
| 3/1/2024  | 0.4   | Review ISC order, draft notice of ISC to Defendant                                                             |
| 3/18/2024 | 0.1   | Review letter re representation from opposing counsel, email opposing counsel                                  |
| 3/22/2024 | 0.2   | Review arbitration agreement produced by Defendant                                                             |
| 3/22/2024 | 2.6   | Legal research re enforceability of arbitration agreement                                                      |
| 3/22/2024 | 0.1   | Review/reply to email from opposing counsel                                                                    |
| 3/22/2024 | 0.4   | Communicate with client                                                                                        |
| 3/22/2024 | 0.1   | Calendar call, email opposing counsel re same                                                                  |
| 3/26/2024 | 0.3   | Communicate with client                                                                                        |
| 3/27/2024 | 0.1   | Email opposing counsel                                                                                         |
| 3/28/2024 | 0.3   | Meet and confer call with opposing counsel re case                                                             |
| 4/3/2024  | 1.1   | Draft First Amended Complaint adding PAGA claims                                                               |
| 4/3/2024  | 0.1   | Review court docket, update tasks                                                                              |
| 4/4/2024  | 0.1   | Review minute order re reassignment, update case on software                                                   |
| 4/5/2024  | 0.1   | Email opposing counsel to follow-up re mediation                                                               |
| 4/9/2024  | 0.1   | Review court docket                                                                                            |
| 4/11/2024 | 0.3   | Finalize, serve, file First Amended Complaint                                                                  |
| 4/17/2024 | 0.1   | Follow-up call/email opposing counsel re mediation                                                             |
| 4/17/2024 | 0.1   | Review/respond to opposing counsel re mediation                                                                |
| 4/22/2024 | 1.6   | Draft application to dismiss class claims, proposed order and declaration                                      |
| 4/22/2024 | 0.2   | Serve on Defendant, file application to dismiss class claims package, calendar tasks                           |
| 4/23/2024 | 0.1   | Email opposing counsel                                                                                         |
| 4/26/2024 | 0.1   | Follow-up email to opposing counsel re mediation, propose additional mediators                                 |
| 4/26/2024 | 0.1   | Review court docket and filing portal for approved dismissal application, pull/save the signed dismissal order |
| 5/2/2024  | 0.1   | Review court re reassignment, calendar Case Management Conference and tasks.                                   |
| 5/5/2024  | 0.1   | Review received CMC                                                                                            |
| 5/6/2024  | 0.1   | Follow-up email re mediation                                                                                   |
| 5/8/2024  | 0.1   | Review/respond to email from opposing counsel re electronic service, send CMC notice                           |
| 5/14/2024 | 0.1   | Review/respond to opposing counsel re responsive pleading extension                                            |
| 5/16/2024 | 3.9   | Draft Special Interrogatories, and Requests for Production, Set One, finalize, serve on Defendant              |
| 5/20/2024 | 0.1   | Review/save Notice of related cases                                                                            |
| 5/21/2024 | 0.3   | Review Answer to Complaint                                                                                     |
| 5/29/2024 | 0.4   | Prepare, serve, file separate CMC statement                                                                    |
| 5/31/2024 | 0.1   | Review/save Defendant's served CMC statement                                                                   |
| 6/6/2024  | 0.1   | Set up remote appearance for hearing                                                                           |
| 6/10/2024 | 0.4   | Download/save/review Defendant's motion to compel arbitration, calendar deadlines.                             |
| 6/10/2024 | 0.4   | Communicate with co-counsel re strategy.                                                                       |
| 6/12/2024 | 0.1   | Upload First Amended Complaint to LWDA, save confirmation                                                      |
| 6/13/2024 | 0.2   | Draft, serve, file Notice of Association of Co-Counsel                                                         |
| 6/14/2024 | 0.6   | Attend CMC hearing remotely                                                                                    |
| 6/14/2024 | 0.1   | Calendar deadlines and tasks after CMC                                                                         |
| 6/17/2024 | 0.1   | Review/respond to email from opposing counsel re discovery deadline extension, calendar extension              |
| 6/18/2024 | 0.1   | Review court docket re order on relating cases                                                                 |
| 6/18/2024 | 0.2   | Confer with co-counsel re case                                                                                 |
| 6/18/2024 | 0.1   | Review/save re-filed motion to compel arbitration, calendar deadlines                                          |
| 6/19/2024 | 0.1   | Review/sign, send joint stipulation to continue CMC to opposing counsel                                        |
| 6/21/2024 | 0.1   | Email opposing counsel                                                                                         |
| 6/25/2024 | 0.1   | Review court docket re continued hearing                                                                       |
| 6/25/2024 | 0.2   | Communicate with client                                                                                        |
| 6/28/2024 | 0.1   | Review court docket re continued hearing                                                                       |
| 6/28/2024 | 0.1   | Communicate with co-counsel office re MTC arbitration and CMC.                                                 |
| 7/8/2024  | 3.6   | Legal research for opposition to motion to compel arbitration                                                  |
| 7/9/2024  | 3.4   | Start drafting Opposition to Defendant's Motion to Compel Arbitration, Memorandum of Points.                   |
| 7/10/2024 | 1.4   | Continue working on Opposition to MTC arbitration                                                              |
| 7/11/2024 | 1.3   | Continue working on opposition to Motion to Compel Arbitration.                                                |

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| 7/11/2024  | 2.7 Legal research re possibility of dismissal of individual PAGA claim                                                                      |
| 7/12/2024  | 1.7 Draft request for dismissal of PAGA individual claim, propose order, declaration, confer with co-counsel re same, finalize, serve, file. |
| 7/16/2024  | 2.9 Revise opposition to Motion to Compel Arbitration after PAGA individual claim dismissal                                                  |
| 7/16/2024  | 0.1 Pull/review/save PAGA individual claim dismissal request approval order                                                                  |
| 7/16/2024  | 0.7 Confer with co-counsel re opposition to motion to compel arbitration, review their revisions                                             |
| 7/17/2024  | 0.1 Review Defendant's CMC statement.                                                                                                        |
| 7/19/2024  | 0.4 Review final opposition to Motion to Compel Arbitration package, confer with co-counsel re same                                          |
| 7/23/2024  | 0.4 Confer with co-counsel re Motion to Compel Arbitration                                                                                   |
| 7/25/2024  | 0.1 Review court docket, email co-counsel office re hearing, opposition and dismissal                                                        |
| 7/25/2024  | 0.3 Review Reply to Opposition to Motion to Compel Arbitration and Defendant's Motion for Reconsideration                                    |
| 7/30/2024  | 0.1 Review/save Notice of withdrawal of motion for reconsideration                                                                           |
| 7/31/2024  | 0.1 Call court re erroneous dismissal of the case                                                                                            |
| 8/1/2024   | 0.1 Confer with co-counsel re reinstating case, calendar tasks and deadlines, review minute order and court docket                           |
| 8/6/2024   | 0.1 Review court docket re Motion for Reconsideration, call court re same                                                                    |
| 8/15/2024  | 0.2 Review refiled motion for reconsideration, calendar deadlines and tasks                                                                  |
| 8/16/2024  | 3.4 Legal research for Opposition to Motion for Reconsideration                                                                              |
| 8/20/2024  | 2.2 Start drafting Opposition to Motion for Reconsideration, declaration, legal research.                                                    |
| 8/20/2024  | 0.6 Review tentative ruling re Motion to Compel Arbitration, prepare for hearing                                                             |
| 8/21/2024  | 0.8 Attend CMC hearing, calendar new CMC and tasks                                                                                           |
| 8/22/2024  | 2.1 Continue working on Opposition to Motion for Reconsideration and my declaration                                                          |
| 8/25/2024  | 1.8 Continue working on Opposition to Motion for Reconsideration and my declaration.                                                         |
| 8/27/2024  | 0.8 Finish drafting Opposition to Motion For Reconsideration                                                                                 |
| 8/27/2024  | 0.1 Confer with co-counsel re Opposition to Motion for Reconsideration                                                                       |
| 8/28/2024  | 0.1 Review court docket re Opposition filing acceptance                                                                                      |
| 9/4/2024   | 0.2 Review Defendant's Reply to Opposition to Motion for reconsideration                                                                     |
| 9/5/2024   | 0.1 Review/respond to email from opposing counsel re Second Amended Complaint filing                                                         |
| 9/10/2024  | 0.1 Review/respond to email from opposing counsel                                                                                            |
| 9/10/2024  | 0.7 Prepare to argue at motion hearing                                                                                                       |
| 9/10/2024  | 0.1 Review court's tentative ruling                                                                                                          |
| 9/11/2024  | 0.8 Appear at MTC arbitration and motion for reconsideration hearing                                                                         |
| 9/11/2024  | 0.1 Confer with co-counsel re ruling on Motion for Reconsideration and MTC arbitration                                                       |
| 9/12/2024  | 0.1 Review/respond to opposing counsel re discovery deadline, calendar new deadline                                                          |
| 9/25/2024  | 0.1 Review/respond to email from opposing counsel re discovery extension, calendar discovery extension                                       |
| 9/26/2024  | 0.1 Confer with co-counsel re strategy                                                                                                       |
| 9/30/2024  | 0.1 Confer with co-counsel re strategy                                                                                                       |
| 10/4/2024  | 0.1 Confer with co-counsel re strategy                                                                                                       |
| 10/8/2024  | 0.1 Email exchange with opposing counsel re discovery responses deadline, calendar new deadline                                              |
| 10/17/2024 | 0.1 Download, save discovery responses, calendar motion to compel further responses deadline                                                 |
| 10/18/2024 | 0.3 Review Defendant's discovery responses                                                                                                   |
| 10/18/2024 | 0.3 Review draft stipulated protective order                                                                                                 |
| 10/18/2024 | 0.1 Review Belaire-West notice with opposing counsel changes                                                                                 |
| 10/21/2024 | 0.1 Request bids for Belaire West notice process administration from 4 administrators                                                        |
| 10/21/2024 | 0.1 Review/respond to email from opposing counsel, calendar meet and confer call                                                             |
| 10/21/2024 | 0.2 Review served by Defendant discovery requests and deposition notice, calendar deadlines and tasks                                        |
| 10/22/2024 | 4.7 Review Defendant's discovery responses, draft meet and confer letter                                                                     |
| 10/22/2024 | 0.1 Review Belaire West administration bids, send to opposing counsel                                                                        |
| 10/22/2024 | 0.1 Review/respond to email from opposing counsel re meet and confer call                                                                    |
| 10/23/2024 | 0.2 Communicate with client                                                                                                                  |
| 10/24/2024 | 0.2 Call with opposing counsel re discovery                                                                                                  |
| 10/24/2024 | 0.1 Review opposing counsel email, calendar discovery and other deadlines                                                                    |
| 10/29/2024 | 0.1 Review/save signed protective order                                                                                                      |
| 10/30/2024 | 0.1 Review court docket                                                                                                                      |
| 10/31/2024 | 0.1 Review/respond to email from opposing counsel                                                                                            |
| 11/6/2024  | 0.1 Review/reply to email from opposing counsel re deadline extension                                                                        |
| 11/11/2024 | 0.1 Calendar discovery deadline updates                                                                                                      |
| 11/15/2024 | 0.1 Review email from opposing counsel re mediators, confer with co-counsel re mediators                                                     |
| 11/18/2024 | 0.1 Review/respond to email from opposing counsel re mediation                                                                               |
| 11/19/2024 | 0.1 Review/reply to email from opposing counsel re mediators and discovery stay                                                              |
| 11/20/2024 | 0.3 Review objection to deposition notice drafted by co-counsel                                                                              |
| 11/20/2024 | 0.1 Review/reply to email from co-counsel re mediators, email opposing counsel re same                                                       |
| 11/26/2024 | 0.1 Review email from opposing counsel re mediators, email co-counsel re same                                                                |
| 11/26/2024 | 0.1 Confer with co-counsel re mediators                                                                                                      |
| 12/2/2024  | 0.1 Follow-up email to opposing counsel re mediators                                                                                         |
| 12/5/2024  | 0.1 Review Notice of CMC, calendar CMC and tasks                                                                                             |
| 12/9/2024  | 0.1 Email opposing counsel re proposed mediators                                                                                             |
| 12/9/2024  | 0.1 Draft separate CMC statement, send to co-counsel to file                                                                                 |
| 12/10/2024 | 0.1 Review email from opposing counsel re new mediators, email co-counsel re same                                                            |
| 12/10/2024 | 0.1 Email mediator re open dates, review online calendar, review reservation system, request dates                                           |
| 12/13/2024 | 0.1 Follow-up email to opposing counsel re mediator and confirm discovery deadline extension                                                 |
| 12/16/2024 | 0.1 Review email from opposing counsel re mediators and discovery deadline extensions, reply, calendar new discovery deadline                |
| 12/19/2024 | 0.1 Follow-up email re mediators                                                                                                             |
| 12/20/2024 | 0.2 Locate mediator Deborah Saxe contact information, request her open dates                                                                 |
| 12/20/2024 | 0.1 Email exchange with opposing counsel and co-counsel re mediator                                                                          |
| 12/23/2024 | 0.9 Attend CMC                                                                                                                               |

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| 12/23/2024 | 0.1 Calendar further CMC and other deadlines and tasks                                                                                                    |
| 12/23/2024 | 0.1 Review email from mediator's office re dates, email opposing counsel and co-counsel re same                                                           |
| 12/23/2024 | 0.1 Email exchange with mediator's office to hold August 8, 2025 date for mediation                                                                       |
| 12/26/2024 | 0.1 Email exchange with co-counsel re discovery deadlines                                                                                                 |
| 12/30/2024 | 0.1 Email mediator's office re booking mediation                                                                                                          |
| 1/9/2025   | 0.1 Confer with co-counsel re strategy, discovery, mediation                                                                                              |
| 1/9/2025   | 0.1 Email exchange with opposing counsel re discovery deadline extension, calendar discovery deadline extension                                           |
| 1/9/2025   | 0.1 Calendar mediation and tasks                                                                                                                          |
| 1/15/2025  | 0.1 Email exchange with mediator's office and opposing counsel and co-counsel re rescheduling mediation date                                              |
| 1/17/2025  | 0.1 Email mediator re keeping same mediation date, review email from opposing counsel re same                                                             |
| 1/22/2025  | 0.1 Email mediator to confirm mediation date                                                                                                              |
| 1/24/2025  | 0.1 Follow-up with mediator's case manager re sending mediation confirmation                                                                              |
| 1/28/2025  | 1.7 Prepare mediation data request list, review case prior to preparing, send to co-counsel for review                                                    |
| 1/29/2025  | 0.1 Confer with co-counsel re mediation data request list                                                                                                 |
| 1/29/2025  | 0.2 Review, finalize mediation data request list, send to opposing counsel                                                                                |
| 2/3/2025   | 0.1 Email exchange with opposing counsel re discovery deadlines and mediation data, calendar updates                                                      |
| 2/7/2025   | 0.1 Follow up with opposing counsel re PAGA group size                                                                                                    |
| 2/18/2025  | 0.1 Review/respond to email from opposing counsel re PAGA sample size for mediation production                                                            |
| 2/20/2025  | 0.1 Confer with co-counsel re mediation, sample mediation data                                                                                            |
| 2/25/2025  | 0.1 Email mediator re mediation confirmation                                                                                                              |
| 2/25/2025  | 0.1 Review/sign mediation agreement                                                                                                                       |
| 2/26/2025  | 0.1 Calendar Second Motion for Reconsideration hearing and deadlines                                                                                      |
| 2/26/2025  | 0.1 Review/respond to email from opposing counsel re stipulation for extension of mediation completion date                                               |
| 2/27/2025  | 0.4 Draft stipulation to continue mediation completion deadline and Post Mediation Status Conference, proposed order, send to opposing counsel for review |
| 2/27/2025  | 0.3 Review Defendant's Second Motion for Reconsideration of dismissal order                                                                               |
| 2/27/2025  | 0.1 Review email from opposing counsel re stipulation and proposed order, email co-counsel's office re service and filing instructions                    |
| 3/1/2025   | 4.1 Legal Research re Second Opposition to Motion for Reconsideration                                                                                     |
| 3/5/2025   | 0.1 Review court order continuing CMC and mediation deadline, calendar new deadlines and CMC                                                              |
| 3/7/2025   | 6.1 Draft Opposition to Defendant's Second Motion for Reconsideration                                                                                     |
| 3/26/2025  | 0.1 Review/respond to email from mediator's office re new mediation available dates                                                                       |
| 3/26/2025  | 0.6 Finalize Opposition to Second Motion for Reconsideration                                                                                              |
| 3/28/2025  | 0.1 Finalize and send Opposition to Second Motion for reconsideration to co-counsel to serve and file                                                     |
| 4/3/2025   | 0.2 Review Reply to Opposition to Second Motion to Reconsideration                                                                                        |
| 4/10/2025  | 0.1 Check court website re tentative ruling for Second Motion for Reconsideration                                                                         |
| 4/10/2025  | 0.6 Review Opposition papers to prepare for motion hearing                                                                                                |
| 4/11/2025  | 1.6 Attend Motion for Reconsideration hearing                                                                                                             |
| 4/11/2025  | 0.1 Review court's tentative ruling re motion for reconsideration                                                                                         |
| 4/21/2025  | 0.1 Review court docket, pull/review/save minute order re ruling on motion for reconsideration                                                            |
| 5/1/2025   | 0.1 Review email from mediator, email co-counsel re rescheduling mediation                                                                                |
| 5/2/2025   | 0.1 Email to follow up re rescheduling mediation                                                                                                          |
| 5/6/2025   | 0.1 Send email to mediator's case manager re mediation date, review emails from opposing counsel and co-counsel re same before responding                 |
| 5/27/2025  | 0.3 Draft stipulation to continue CMC and proposed order, check court docket, send to opposing counsel for review                                         |
| 6/2/2025   | 0.1 Follow up with opposing counsel re production of mediation data and updated pay periods                                                               |
| 6/10/2025  | 0.1 Review court order to continue CMC, review court docket, calendar new deadlines and tasks                                                             |
| 6/13/2025  | 0.1 Follow up with opposing counsel re production of mediation data and updated pay periods                                                               |
| 6/17/2025  | 0.1 Follow up with opposing counsel re production of mediation data and updated pay periods                                                               |
| 6/19/2025  | 0.1 Call with opposing counsel re mediation data production                                                                                               |
| 6/19/2025  | 0.1 Confer with co-counsel re strategy and mediation                                                                                                      |
| 6/23/2025  | 0.4 Call with opposing counsel re mediation data                                                                                                          |
| 6/24/2025  | 0.1 Review mediator's new dates, reply to opposing counsel re same                                                                                        |
| 6/27/2025  | 0.1 Calendar new mediation deadlines                                                                                                                      |
| 6/27/2025  | 0.1 Confer with co-counsel re mediation                                                                                                                   |
| 6/30/2025  | 0.1 Review notice of rescheduled mediation, calendar new deadlines and tasks                                                                              |
| 7/8/2025   | 0.1 Follow up re production of mediation data and updated pay periods                                                                                     |
| 7/9/2025   | 0.2 Communicate with client                                                                                                                               |
| 7/14/2025  | 0.1 Follow up with opposing counsel re production of mediation data and updated pay periods                                                               |
| 7/28/2025  | 0.1 Follow up with opposing counsel re production of mediation data and updated pay periods                                                               |
| 8/1/2025   | 0.3 Confer with co-counsel re damage analysis, expert                                                                                                     |
| 8/1/2025   | 0.2 Download produced mediation sample data                                                                                                               |
| 8/4/2025   | 0.1 Follow up re production of additional mediation data and updated pay periods                                                                          |
| 8/4/2025   | 5.6 Review produced mediation data and records, send to expert for analysis                                                                               |
| 8/5/2025   | 0.1 Follow up with opposing counsel re updated pay periods and Employee Handbook production                                                               |
| 8/18/2025  | 0.1 Follow up with opposing counsel re mediation data                                                                                                     |
| 8/18/2025  | 0.2 Confer with co-counsel re mediation data                                                                                                              |
| 8/20/2025  | 0.1 Confer with co-counsel re rescheduling mediation, review/respond to email from mediator re same                                                       |
| 8/21/2025  | 0.1 Review/respond to email from opposing counsel re mediation, check calendar availability                                                               |
| 8/21/2025  | 0.1 Calendar rescheduled mediation and tasks                                                                                                              |
| 8/22/2025  | 0.1 Review, save Notice of rescheduled mediation, calendar tasks                                                                                          |
| 9/2/2025   | 0.1 Calendar new discovery deadlines, review email from opposing counsel                                                                                  |
| 9/5/2025   | 0.3 Review produced additional mediation data, send to expert                                                                                             |
| 9/9/2025   | 4.2 Review produced policies and records to prepare drafting mediation brief                                                                              |
| 9/9/2025   | 0.1 Confer with expert re additional data                                                                                                                 |
| 9/9/2025   | 0.1 Confer with co-counsel re mediation                                                                                                                   |
| 9/10/2025  | 0.2 Communicate with client                                                                                                                               |

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| 9/11/2025  | 0.2 Communicate with client                                                                                                                                         |
| 9/11/2025  | 0.2 Confer with with co-counsel re mediation                                                                                                                        |
| 9/15/2025  | 1.9 Review economic damage analysis                                                                                                                                 |
| 9/15/2025  | 1.1 Communicate with client to prepare for mediation                                                                                                                |
| 9/16/2025  | 6.1 Start drafting mediation brief                                                                                                                                  |
| 9/16/2025  | 4.2 Continue drafting mediation brief                                                                                                                               |
| 9/17/2025  | 0.1 Draft CMC statement, send to co-counsel to file                                                                                                                 |
| 9/22/2025  | 0.3 Review mediation brief with co-counsel's edits, confer with co-counsel                                                                                          |
| 9/23/2025  | 0.6 Finalize and submit mediation brief                                                                                                                             |
| 9/26/2025  | 1.1 Draft Memorandum of Understanding in advance of mediation                                                                                                       |
| 9/29/2025  | 2.1 Legal research re new caselaw regarding pursuing PAGA claims without individual claims                                                                          |
| 9/29/2025  | 0.3 Review mediation brief, case to prepare for mediation                                                                                                           |
| 9/30/2025  | 7.3 Attend Zoom mediation with Deborah Saxe                                                                                                                         |
| 9/30/2025  | 1.2 Communicate with client                                                                                                                                         |
| 10/1/2025  | 0.3 Communicate with client                                                                                                                                         |
| 10/1/2025  | 0.3 Review term sheet submitted by mediator, make revisions                                                                                                         |
| 10/1/2025  | 0.2 Confer with co-counsel re term sheet of settlement, make revisions, send to mediator                                                                            |
| 10/2/2025  | 0.9 Attend CMC hearing                                                                                                                                              |
| 10/2/2025  | 0.1 Calendar CMC and tasks and deadlines                                                                                                                            |
| 10/2/2025  | 0.1 Review/respond to email from opposing counsel re term sheet of settlement                                                                                       |
| 10/3/2025  | 0.4 Communicate with client                                                                                                                                         |
| 10/3/2025  | 0.1 Review signed by client term sheet, send to co-counsel                                                                                                          |
| 10/10/2025 | 0.1 Review signed term sheet, email from mediator re settlement reached                                                                                             |
| 10/14/2025 | 4.9 Draft PAGA settlement agreement and notice to employees                                                                                                         |
| 10/14/2025 | 0.8 Review settlement agreements terms, prepare criteria, request bids from 4 administrators for PAGA administration                                                |
| 10/14/2025 | 0.1 Review ILYM Group's bid for administration                                                                                                                      |
| 10/16/2025 | 0.1 Follow up with opposing counsel re settlement agreement review, send bids                                                                                       |
| 10/15/2025 | 0.1 Review received PAGA administration bids                                                                                                                        |
| 10/27/2025 | 0.1 Follow up with opposing counsel re settlement agreement review                                                                                                  |
| 10/30/2025 | 0.1 Email opposing counsel re discovery deadline extension                                                                                                          |
| 10/30/2025 | 0.1 Follow up re review of settlement agreement and discovery extension                                                                                             |
| 11/18/2025 | 0.1 Follow up with opposing counsel re settlement agreement review                                                                                                  |
| 11/24/2025 | 0.2 Communicate with client                                                                                                                                         |
| 12/1/2025  | 0.1 Follow up with opposing counsel re settlement agreement review                                                                                                  |
| 12/2/2025  | 0.1 Draft CMC statement                                                                                                                                             |
| 12/2/2025  | 0.1 Confer with co-counsel re combining the cases and enhancement award to Plaintiffs                                                                               |
| 12/4/2025  | 3.9 Draft joint stipulation to seek leave to file Second Amended Complaint, draft Second Amended Complaint adding Jimada to our case, send to co-counsel for review |
| 12/8/2025  | 0.6 Draft Amended PAGA letter                                                                                                                                       |
| 12/9/2025  | 1.1 Revise Second Amended Complaint to add sick leave and LC551-552 claims                                                                                          |
| 12/10/2025 | 0.1 Email opposing counsel re extension to discovery                                                                                                                |
| 12/10/2025 | 0.1 Follow up with opposing counsel re settlement agreement review                                                                                                  |
| 12/10/2025 | 0.3 Review co-counsel edits to Second Amended Complaint, add in redlined version, create Second Amended Complaint version 2                                         |
| 12/16/2025 | 1.2 Review settlement agreement and notice to employees with proposed edits by opposing counsel, make further edits, comments, send to co-counsel                   |
| 12/17/2025 | 0.7 Attend CMC                                                                                                                                                      |
| 12/22/2025 | 0.4 Review email from co-counsel re settlement agreement and notice, finalize review of settlement agreement and comments and send to opposing counsel for review   |
| 12/26/2025 | 0.1 Follow up with opposing counsel re settlement agreement review                                                                                                  |
| 1/6/2026   | 0.1 Follow up with opposing counsel re settlement agreement with opposing counsel                                                                                   |
| 1/8/2026   | 0.4 Review opposing counsel edits to settlement agreement, revise, finalize agreement, send back                                                                    |
| 1/13/2026  | 0.1 Follow up with opposing counsel re settlement agreement and MTC deadline                                                                                        |
| 1/16/2026  | 0.1 Follow up with opposing counsel re settlement agreement                                                                                                         |
| 1/19/2026  | 0.1 Review Notice of reassignment to Defendant, confer with co-counsel's office to serve                                                                            |
| 1/20/2026  | 0.2 Review settlement agreement with proposed changes, email opposing counsel re same                                                                               |
| 1/21/2026  | 0.1 Review/sign settlement agreement, send the signed agreement to opposing counsel                                                                                 |
| 1/22/2026  | 0.1 Review/save fully executed agreement, email opposing counsel re joint stipulation                                                                               |
| 1/26/2026  | 0.9 Calculate Tunyan Law costs, create chart, send to co-counsel to add costs                                                                                       |
| 1/27/2026  | 0.3 Review opposing counsel comments to Second Amended Complaint, make revisions, send to opposing counsel                                                          |
| 1/27/2026  | 2.9 Start drafting PAGA approval motion package                                                                                                                     |
| 1/28/2026  | 5.6 Continue drafting PAGA approval motion, my declaration, proposed order, send to co-counsel for review                                                           |
| 1/29/2026  | 0.1 Follow up with opposing counsel re joint stipulation to seek leave to file Second Amended Complaint review                                                      |
| 1/29/2026  | 0.4 Revise joint stipulation and Second Amended Complaint, send to opposing counsel                                                                                 |
| 1/30/2026  | 0.2 Revise PAGA approval motion, order, my declaration to include new defendants, resend to co-counsel for review                                                   |
| 1/30/2026  | 0.2 Finalize stipulation for leave to file Second Amended Complaint, send to co-counsel for review                                                                  |
| 2/3/2026   | 0.1 Confer with co-counsel re costs                                                                                                                                 |
| 2/4/2026   | 0.4 Review co-counsel's edits to motion and order, make further edits, send to co-counsel                                                                           |
| 2/11/2026  | 0.2 Finalize Second Amended Complaint for filing                                                                                                                    |
| 2/18/2026  | 0.1 Review court docket re filed Second Amended Complaint                                                                                                           |
| 2/18/2026  | 0.1 Follow up with opposing counsel re PAGA approval motion review                                                                                                  |
| 2/19/2026  | 0.1 Confer with co-counsel re declarations for PAGA approval motion                                                                                                 |
| 2/20/2026  | 0.1 Submit Second Amended Complaint to LWDA, save confirmation                                                                                                      |
| 2/24/2026  | 0.1 Draft Notice and Acknowledgment of Receipt of Second Amended Complaint                                                                                          |
| 2/26/2026  | 0.1 Check court docket re issued Amended Summons                                                                                                                    |
| 2/27/2026  | 0.1 Finalize and send Notice and Acknowledgment of receipt of Second Amended Complaint and Amended Summons to opposing counsel                                      |
| 3/3/2026   | 0.1 Draft caption page, request declaration from administrator for approval                                                                                         |
| 3/3/2026   | 0.1 Follow up with opposing counsel re NAR, motion review and declarations                                                                                          |

|          |                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------|
| 3/3/2026 | 0.1 Review administrator's declaration for PAGA approval                                                           |
| 3/5/2026 | 0.1 Follow up with opposing counsel re NAR, motion review and declarations                                         |
| 3/5/2026 | 0.3 Review opposing counsel edits to the approval motion, revise accordingly, reply                                |
| 3/5/2026 | 0.2 Review co-counsel declaration for approval and exhibits, revise, send back                                     |
| 3/6/2026 | 0.1 Review revised co-counsel declaration, reply re same                                                           |
| 3/6/2026 | 0.1 Reserve PAGA settlement motion approval hearing date, email co-counsel re same                                 |
| 3/6/2026 | 2.8 Continue working on my declaration for approval motion, prepare time chart with tasks for PAGA approval motion |
| 3/6/2026 | 2.7 Revise, finalize PAGA approval motion package with all supporting documents for filing                         |
| 3/8/2026 | 0.1 Submit PAGA approval motion package to LWDA prior to filing, save confirmation                                 |

|       |       |
|-------|-------|
| Total | 181.8 |
|-------|-------|

| Date      | Hours | Artur Tunyan tasks                                                              |
|-----------|-------|---------------------------------------------------------------------------------|
| 1/30/2024 | 1.2   | Review case, facts, confer internally re case                                   |
| 2/2/2024  | 0.1   | Open case on software                                                           |
| 2/5/2024  | 0.6   | Mail PAGA letter to Defendant                                                   |
| 2/5/2024  | 0.1   | Review/scan/save confirmation of PAGA letter sending to Defendant               |
| 3/18/2024 | 0.1   | Save opposing counsel information on software.                                  |
| 8/4/2025  | 1     | Download, review, organize records and data produced by Defendant for mediation |
| Total     | 3.1   |                                                                                 |

**Exhibit “3”**

STATE OF CALIFORNIA                         )  
                                                                ) ss  
COUNTY OF LOS ANGELES                         )

On the date indicated below, I served the document described as: **DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Facsimile: 949-222-1044

Signature