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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JIM HETZLER and LYNNORA VASQUEZ, individually and on behalf of all others similarly situated;

Plaintiffs,

vs.

CANYON RIDGE HOSPITAL, INC., a California corporation; and DOES 1 through 50,

Defendants.

Case No.: CIVSB2412550

[Assigned for All Purposes to:
Hon. Thomas S. Garza, Dept. S27]

DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTELEMENT, ATTORNEY'S FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENTS

(Filed Concurrently with Notice of Motion and Motion for Approval of PAGA Settlement; Supporting Declarations and [Proposed] Judgment and Order)

DATE: June 3, 2027
TIME: 8:30 a.m.
DEPT: S27

Action Filed: April 11, 2024
Trial Date: Not Set

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiffs Jim Hetzler and Lynnora Vasquez (collectively, "Plaintiffs") in this action. I am lead counsel for Plaintiffs in this case and I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

ATTORNEY QUALIFICATIONS

2. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

3. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I have represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

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4. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 90 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action settlement and I was appointed as class counsel*: Eduardo Paiz, et al. v. Emanate Health*, Los Angeles Superior Court Case No. 24STCV21209, final approval of class action and PAGA settlement due on October 30, 2026; *Katherine Vergara Polanco v. Escalette, LLC*, Orange County Case No. 30-2024-01407947-CU-OE-CXC, final approval of class/PAGA settlement approved on October 16, 2026; *Vincent Cabral v. Robertson's Transport, Ltd.*, San Bernardino Superior Court, Case No. CIVSB2323311, final approval of class/PAGA settlement granted on September 16, 2026; *Christian Derefield v. OHC of California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of class/PAGA settlement granted on August 31, 2026; Loan *Kim Phu v. MicroVention, Inc.*, Orange County Superior Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA settlement granted on August 3, 2026; *Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026*; Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property*

Management Group, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos*

Campos v. Applied Technology Group, Inc., Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

5. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on representing employees in wage and hour class and PAGA action lawsuits.

6. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a labor and employment associate starting in March 2022 representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice Group, where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits.

SUMMARY OF THE LITIGATION AND SETTLEMENT

7. As counsel for Plaintiffs and Aggrieved Employees, I have been intimately involved in this case since its inception and I believe that the proposed PAGA settlement is a fair and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and correct copy of the parties' fully executed PAGA Settlement Agreement (the "Settlement" or "Agreement").

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8. Defendant owns and operates a mental health hospital in Chino, California.

9. On March 13, 2024, Plaintiff Hetzler submitted a PAGA letter to the LWDA and gave notice to Defendant. Plaintiff Hetzler's administrative exhaustion period expired without the LWDA indicating its intent to investigate the allegations. Enclosed as **Exhibit 2** is a true and correct copy of the *Hetzler* LWDA letter.

10. Thereafter, Plaintiff Hetzler stipulated to submit his individual claims to arbitration, dismiss class claims, and stay representative PAGA claims. Plaintiff Hetzler filed a Demand for Arbitration with JAMS, Ref. #5220009005, which is currently stayed pending approval of this Settlement.

11. After the Parties agreed to this Settlement, on August 7, 2026, Plaintiff Hetzler submitted an amended PAGA letter adding additional alleged Labor Code violations to the LWDA and gave notice to Defendant. Enclosed as **Exhibit 3** is a true and correct copy of the *Hetzler* Amended LWDA letter.

12. Then on September 22, 2026, with leave of Court, Plaintiff Hetzler filed the operative Second Amended Complaint adding Plaintiff Vasquez as a second named Plaintiff in this Action. Enclosed as **Exhibit 4** is a true and correct copy of the operative Second Amended Complaint.

DISCOVERY, INVESTIGATION, AND MEDIATION

13. During the course of the arbitration proceeds, the Parties agreed to attend a global mediation of this Action and the *Vasquez* Action and, prior to mediation, the Parties engaged in informal discovery which allowed the Parties to meaningfully mediate this matter. Specifically, Defendant produced: (1) PAGA demographics including the number of Aggrieved Employees and PAGA Pay Periods; (2) time and payroll records for a 15% random sampling of Aggrieved Employees during the PAGA Period; (3) Defendant's employee handbook and standalone policies and procedures; and (4) Plaintiff Hetzler's personnel records and wage statements.

14. Plaintiffs' counsel retained and worked with an expert data scientist with prior class action litigation experience to analyze and review the documents regarding Defendant's wage and hour policies and practices, Aggrieved Employees' time and pay records, and other information

provided by Defendant and Plaintiffs. Plaintiffs' counsel were able to evaluate the probability of success on the merits and Defendant's maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation. The time and pay records of a sampling of Aggrieved Employees allowed Plaintiffs' counsel and their expert to prepare an analysis with a high degree of certainty. In conjunction with their extensive factual investigation, Plaintiffs' counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Thus, Plaintiffs and Plaintiffs' counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement.

15. On February 25, 2025, the Parties participated in private mediation before Monique Ngo-Bonnici, Esq., an experienced, neutral, class action and PAGA mediator. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a global settlement of pending cases on a representative basis, the material terms of which are encompassed within the Settlement.

KEY TERMS OF THE PROPOSED PAGA SETTLEMENT

16. Plaintiffs have also entered into separate individual settlement agreements in the amount of $15,000.00 to Plaintiff Hetzler and $25,000.00 to Plaintiff Vasquez in exchange for a general release of all claims, Civil Code § 1542 waivers, and as to Plaintiff Vasquez only, voluntary resignation.

17. Parties jointly selected Phoenix Settlement Administrators as the neutral entity to administer this Settlement based on its bid of $5,950.00.

18. The amount estimated in the Net Settlement Amount for the LWDA payment and the Aggrieved Employee payment is $126,832.06. Accordingly, approximately $31,708.01 (25% of the Net Settlement Amount) will be paid to the estimated 447 Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the PAGA Period,

and the raw average payment to Aggrieved Employees is estimated at $70.94.

THE SETTLEMENT WARRANTS APPROVAL

19. Plaintiffs' counsel have conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and on their own independent investigation and evaluation, Plaintiffs' counsel is of the opinion that the Settlement is fair, reasonable, and adequate. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks, burdens, and the accompanying expense of further litigation. Although the Parties have engaged in a significant amount of investigation, informal discovery, and employee data analysis, they have not participated in substantial formal discovery procedures, including depositions and expert discovery. Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in the wake of any summary judgment ruling. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

20. Based on Plaintiffs' expert's analysis of the time and payroll records provided by Defendant and on information from Plaintiffs, Plaintiffs' counsel evaluated Defendant's maximum and risk-adjusted potential exposure. Based on Defendant's disclosures, there were approximately 447 Aggrieved Employees who collectively worked approximately 12,972 pay periods.

21. Plaintiffs' assessment of potential recovery of PAGA penalties in this Motion is limited to $100 initial penalties because, to Plaintiffs' knowledge, Defendant has not been subject to any prior court judgments or Labor Commissioner order placing it on notice of any violation pertaining to the claims Plaintiffs asserted and the heightened subsequent violation penalty should not apply.

22. As to all claims, Defendant argued the Court will exercise its discretion to reduce PAGA penalties. Here, Defendant argued that based on its compliant policies and practices, their defenses on Plaintiffs' theories of liability on the merits, and the hyper technical nature of the regular rate claims, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code.

23. Off-the-Clock Work. Plaintiffs alleged they sometimes worked off the clock due to staffing shortages. Any off-the-clock work would not be reflected in the records. Estimating that Aggrieved Employees worked off the clock in approximately 25% of pay periods, Plaintiffs' expert estimates Defendant's maximum penalty exposure for off the clock work to be approximately $324,300.00. In response and in addition to the penalty reduction defenses, Defendant argued it has compliant policies that prohibit working off the clock and require all employees to receive wages for all hours worked. The sampling payroll records show that Defendant paid over 9,800 overtime and double time hours, totaling over $530,000 over in overtime paid. Defendant thus contended that Plaintiffs' off-the-clock work claim is individualized and not manageable as there is no evidence of a common policy or practice forcing Aggrieved Employees to work off the clock and numerous individual inquiries would be needed to assess which Aggrieved Employees, if any, worked off the clock, how often, the reasons why a particular Aggrieved Employees worked off the clock, and whether Defendant knew or should have known that Aggrieved Employee worked off the clock for the imposition of classwide liability. Thus, Plaintiffs applied a 70% risk factor to Defendant's maximum exposure to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of **$97,290.00**.

24. Meal Period Violations. Plaintiffs alleged that they and other employees sometimes did not receive compliant meal breaks. Plaintiffs' expert analyzed the records and found a net 18% violation rate by pay periods after applying meal period premiums. Plaintiffs' expert estimated Defendant's maximum exposure for regular violations to be approximately $233,496.00. In response and in addition to the penalty reduction defense, Defendant countered that it maintained compliant meal period policies and practices throughout the PAGA Period and always provided compliant meal periods in line with those policies. The sampling payroll records showed that Defendant paid over 1,000 meal period premiums totaling over $34,000. As such, Defendant maintained Plaintiffs' meal period claim is unmanageable since individual inquiries would be needed to assess which employees, if any, took non-compliant meal periods, how many meal periods were non-compliant, and the reasons why a particular employee did not take a meal period

on a particular shift and a meal period premium was not paid. Thus, Plaintiffs applied a 70% risk factor to Defendant's maximum exposure to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of **$70,048.80**.

25. Rest Period Violations. Plaintiffs alleged that they and other employees frequently were unable to take their rest breaks. Any rest period violations would not be reflected in the time or payroll records. Any instances of such meal period violations would be not reflected in the records. Estimating that Aggrieved Employees experienced rest period violations in approximately 25% of pay periods, Plaintiffs' expert estimates Defendant's maximum penalty exposure for meal period violations to be approximately $324,300.00. In response, Defendant countered it maintained compliant rest period policies and practices throughout the PAGA Period and always provided compliant rest periods in line with those policies. As such, Defendant maintained Plaintiffs' rest period claim is unmanageable since individual inquiries would be needed to assess which employees, if any, took non-compliant rest periods, how many rest periods were non-compliant, and the reasons why a particular employee did not take a rest period on a particular shift. Thus, Plaintiffs applied a 70% risk factor to Defendant's maximum exposure to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of **$97,290.00**.

26. Derivative Wage Statement and Waiting Time Penalties. As a result of the unpaid wages and meal and rest period premium wages described above, Plaintiffs contend that Defendant failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 202 to former employees and failed to issue accurate itemized wage statements to Class Members as set forth in Labor Code § 226(a). Thus, the claims for waiting time and wage statement penalties are derivative of the underlying claims. Estimating a 25% violation rate, Plaintiffs' expert estimates Defendant's maximum exposure for derivative wage statement penalties to be approximately $324,300.00. In response, Defendant advanced the same defenses as for the underlining claims. Thus, Plaintiffs applied a 70% risk factor to Defendant's maximum exposure to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full

amount sought, to arrive at a realistic exposure of **$97,290.00**. Estimating every single formerly employed Aggrieved Employee experienced at least one violation, and at $100 per former employee, Plaintiffs' expert estimates Defendant's maximum exposure for derivative waiting time penalties to be approximately **$26,000.00** and Plaintiffs do not apply any further discount to this claim.

27. Failure to Reimburse Necessary Business Expenses. Estimating that 10% of Aggrieved Employees were in positions that require use of their cellphones or stethoscopes, Plaintiffs' expert estimates Defendant's maximum penalty exposure to be approximately $162,150.00. In response, Defendant argued that Plaintiff Vasquez only used her personal cellphone and stethoscope out for her own convenience. Thus, Plaintiffs applied a 70% risk factor to Defendant's maximum exposure to account for the risk of the Court reducing penalties and the risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of **$48,645.00**.

28. Maximum Exposure and Realistic Recovery at Trial. Based on the foregoing, Plaintiffs' counsel believe Defendant's maximum exposure for PAGA penalties is $1,394,546.00 and their realistic recovery at trial on these claims to be **$418,363.80**. Sung The $260,000.00 settlement is a fair result and amounts to "genuine and meaningful" relief "consistent with the underlying purpose of the statute to benefit the public" as it represents approximately **62.15%** of Plaintiffs' realistic recovery. This is a fair and equitable result, particularly because, under the Settlement, Aggrieved Employees will receive timely, guaranteed relief and will avoid the risk of not being able to recover anything.

THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED

29. This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Plaintiffs' counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Plaintiffs' counsel. Plaintiffs' counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiffs' counsel undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its

conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

30. Plaintiffs' counsels' experience in wage and hour class and representative actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of this Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of representative action litigation. Based on these and other factors, Plaintiffs' counsel have recently received fee awards based on a percentage of the gross recovery

31. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of $95,580.00 for 123 hours worked by attorneys successfully litigating this matter. In total, Plaintiffs' counsel incurred a total lodestar of $194,245.00 for 290.9 hours, which represent a negative 0.47 lodestar multiplier. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

32. The work JFW conducted include, but are not limited to initiating the arbitration proceedings; meetings with the Plaintiff Hetzler and review of documents provided by him; legal research and investigation regarding the Defendant's practices at various points in the litigation; preparation and submission of Plaintiffs' PAGA notice letters; drafting pleadings and preparation for case management conferences; extensive meet and confer correspondence and discussions with Defendant's counsel regarding case management, mediation, and informal discovery for mediation; analysis of the informal discovery production and preparation of a damages model with the aid of an expert data scientist; research and preparation of Plaintiffs' mediation brief and participation in mediation; drafting, negotiating, and reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and filing of the motion for approval and accompanying filings; anticipated preparation for and attendance at the hearing on motion for approval; anticipated monitoring approval of the Settlement and requested award; anticipated overseeing the administration process and distribution of funds; and communications with Plaintiff Hetzler regarding the case.

33. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the "Laffey Matrix" to set our hourly billing rates. *See*

http://www.laffeymatrix.com/. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 reversed on other grounds.)

34. My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15th Year Attorney)	$1,019	$900	79.8	$71,820.00
Tiffany L. Luu (6th Year Attorney)	$625	$550	43.2	$23,760.00
		Total:	**123**	**$95,580.00**

35. Additionally, I estimate my associates and I will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff Hetzler regarding the case.

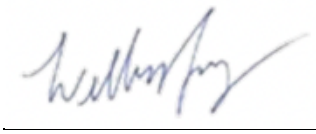
36. Plaintiff Hetzler's litigation costs are approximately $17,126.59, including estimated future costs in filing this Motion and supporting papers ($77.97), supplemental filings for this Motion ($16.17), and filing of the Settlement Administrator's declaration of compliance re settlement administration ($16.17). Enclosed as **Exhibit 5** is a true and correct itemized list of costs incurred to date and estimated future costs.

37. On November 19, 2026, I gave notice of this Settlement to the LWDA by filing a copy of the fully executed Agreement, Motion for Approval of PAGA Settlement, supporting

declarations, and Proposed Judgment and Order with the LWDA via uploading through its website. Enclosed as **Exhibit 6** is a true and correct copy of the LWDA's filing confirmation.

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

Executed on November 19, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

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(Additional attorneys for parties on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO, SAN BERNARDINO JUSTICE CENTER

JIM HETZLER and LYNNORA VASQUEZ, individually and on behalf of all others similarly situated, Plaintiffs, vs. CANYON RIDGE HOSPITAL, INC., a California corporation; and DOES 1 through 50, Defendants.	CASE NO.: CIVSB2412550 **PAGA SETTLEMENT AGREEMENT** ASSIGNED TO THE HONORABLE THOMAS S GARZA DEPT. S27 Date Action Filed: April 11, 2024 Trial Date: None Set

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This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Jim Hetzler ("Hetzler") and Lynnora Vasquez ("Vasquez") (collectively, "Plaintiffs"), on the one hand, and defendant Canyon Ridge Hospital, Inc. ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

I. DEFINITIONS

1.1 "Action" means Hetzler's Representative Action First Amended Complaint asserting a single cause of action for Civil Penalties under the California Private Attorneys General Act (*Labor Code* sections 2698 et seq.) against Defendant captioned *Jim Hetzler, an individual and on behalf of all others similarly situated, vs. Canyon Ridge Hospital, Inc., et al.* filed on May 22, 2024 and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2412550, which will subsequently be amended to include Vasquez as a plaintiff and to include facts, theories and allegations asserted by Plaintiff Vasquez in her separate civil complaint, in accordance with this Settlement.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt employees who have worked, or continue to work, for Defendant in California during the PAGA Period, whether current or former employees.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, using Defendant's human resources and/or payroll databases as they are maintained in the normal course of business, including the Aggrieved Employee's first and last name, last-known mailing address, Social Security number and number of PAGA Pay Periods (which the Parties agree may be calculated by determining each employee's start and end

employment dates and calculating the number of bi-weekly pay periods within those date parameters, excluding non-working time such as leaves of absence).

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

1.7 "Court" means the Superior Court of California, County of San Bernardino.

1.8 "Defense Counsel" means Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 92647, (949) 221¬8700.

1.9 "Effective Date" means the date the last to occur of the following that apply: (a) if no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court's order approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order approving the PAGA Settlement or the date on which the time for all appeals from objections to the PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any further appeal has expired, whichever is later, and the order is no longer subject to further judicial review. Prior to the Effective Date of the PAGA Settlement, Defendant will not be required to fund the Settlement, in whole or in part, 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 shall

not occur unless Plaintiffs agree to the general release agreements and have executed a separate general release agreement (described in Paragraphs 3.2.4.3.)

1.10 "Gross Settlement Amount" means Two Hundred Sixty Thousand Dollars ($260,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.2 below (discussing the escalator clause). The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative Enhancement Payments, and the Administrator's Expenses Payment.

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

1.12 "Order" means the order entered by the Court granting approval of this Agreement.

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

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

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative Enhancement Payments, and the Administration Expenses Payment. The remainder is to be paid 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA as the LWDA PAGA Payment.

1.16 "PAGA Counsel" means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C., 3600 Wilshire Blvd, Ste 1815, Los Angeles, California 90010-2622, (323) 922-2000 and S. Emi Minne, Jill J. Parker, and Yasmin Wilber, Parker & Minne, LLP, 700 South Flower Street, Suite 1000, Los Angeles, California 90017, (310) 882-6833.

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

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. This does not include non-working time such as leaves of absence.

1.19 "PAGA Period" means the period from March 12, 2023 through April 25, 2026, or earlier, at Defendant's election pursuant to Paragraph 8.2.

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

1.21 "PAGA Notices" means collectively plaintiff Jim Hetzler's March 12, 2024 letter to defendant Canyon Ridge Hospital, Inc. and the LWDA, which was assigned LWDA Case No. LWDA-CM-1016148-24 which will subsequently be amended to include violations of Labor Code §§ 216, 218.6, and 1199; and plaintiff Lynnora Vasquez's March 13, 2024 letter to defendant Canyon Ridge Hospital, Inc. and the LWDA, which was assigned LWDA Case No. LWDA-CM-1016333-24.

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23 "Plaintiffs" mean both plaintiffs Jim Hetzler and Lynnora Vasquez, the named plaintiffs in the Action.

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

1.25 "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 and PAGA Counsel and as described in Paragraph 5 below.

1.26 "Released Parties" means defendant Canyon Ridge Hospital, Inc. and each of its former, present and future direct or indirect parents, directors, officers, managers, employees, operators, doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates, any DBAs, and any other individual or entity that could be jointly liable with any of them, including without limitation UHS of Delaware, Inc. and Universal Health Services, Inc.

1.27 "Representative Enhancement Payments" means the amount of Five Thousand Dollars ($5,000.00) each that Plaintiff Hetzler and Vasquez will seek (Ten Thousand ($10,000.00) total for both Plaintiffs), subject to Court approval, in recognition for their service to the State of California and the PAGA Aggrieved Employees.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Order Approving same.

1.29 "Defendant" means named defendant Canyon Ridge Hospital, Inc.

II. RECITALS.

2.1 On April 11, 2024, plaintiff Jim Hetzler filed a Class Action Complaint defendant Canyon Ridge Hospital, Inc. asserting causes of action for (1) Minimum Wage Violations (*Labor Code* sections 1182.12, 1194, 1194.2, 1197); (2) Overtime Wage Violations (*Labor Code* sections 204, 510, 1194, 1198); (3) Meal Period Violations (*Labor Code* sections 226.7, 512, 558); (4) Rest Period Violations (*Labor Code* sections 226.7, 516, 558); (5) Wage Statement Penalties (*Labor Code* section 226); (6) Waiting Time Penalties (*Labor Code* sections 201-203); and (7) Unfair Competition (*Bus. & Prof. Code* sections 17200, *et seq.*); Case No. CIVSB2412550 ("Hetzler Action"). On May 22, 2024, plaintiff Jim Hetzler filed a First Amended Complaint in the Hetzler Action, asserting every single cause of action from his initial Complaint and adding a cause of action for Civil Penalties under the Private Attorneys General Act (*Labor Code* sections 2698, *et seq.*). The First Amended Complaint in the Hetzler Action asserts wage and hour violations as follows: (1) failing to pay minimum wages for all hours worked to aggrieved employees (*Cal. Labor Code* §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198); (2) failing to pay aggrieved employees all earned

overtime compensation (*Cal. Labor Code* §§ 204, 510, 558, 1194, and 1198); (3) failing to provide all legally required meal periods, and failure to pay meal period premium wages, to aggrieved employees at the regular rate of compensation (*Cal. Labor Code* §§ 226.7, 512, 558, and 1198); (4) failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to aggrieved employees at the regular rate of compensation (*Cal. Labor Code* §§ 226.7, 516, 518, and 1198); (5) failing to furnish aggrieved employees complete, accurate, itemized wage statements (*Cal. Labor Code* § 226); (6) failing to timely pay all final wages and compensation earned by aggrieved employees at the time of separation (*Cal. Labor Code* §§ 201-202); (7) failing to pay aggrieved employees all paid sick leave wages (*Cal. Labor Code* § 246); (8) failing to pay aggrieved employees all earned wages at least twice during each calendar month (*Cal. Labor Code* § 204); and (9) failing to maintain accurate records (*Cal. Labor Code* §§ 1174, 1198.) On June 20, 2024, plaintiff Lynnora Vasquez filed a complaint in the Superior Court of California, San Bernardino County, Case No. CIVSB2420772 ("Vasquez Action") against Defendant, asserting a single cause of action for violation of *Labor Code* sections 2698, *et seq.* On February 11, 2025, plaintiff Jim Hetzler's class claims against defendant in the Hetzler Action were dismissed without prejudice and plaintiff Jim Hetzler was ordered by the Court to submit his individual claims against Defendant to binding arbitration, and his representative PAGA claims were stayed. On April 14, 2025, the Court compelled plaintiff Lynnora Vasquez's individual PAGA claims in the Vasquez Action to arbitration and stayed her representative PAGA claims in the Vasquez Action.

2.2 Plaintiff Jim Hetzler's First Amended Complaint shall be modified consistent with this paragraph. After full execution of this Agreement but prior to filing a motion for approval of PAGA Settlement in the Hetzler Action, the Parties agree to stipulate to plaintiff Jim Hetzler's filing of a Second Amended Complaint to (i) include Lynnora Vasquez as a plaintiff in the Hetzler Action, and (ii) to include all facts, theories allegations and Labor Code or IWC provisions alleged by Lynnora Vasquez. The stipulation shall specify that no responsive pleading is required by Defendant and that upon grant of leave to file a Second Amended Complaint in Hetzler, Plaintiff Lynnora Vasquez shall dismiss the Vasquez Action, without prejudice. Defendant denies the

allegations in any Operative Complaint, denies any failure to comply with the laws identified in any Operative Complaint and denies any and all liability for the causes of action alleged.

2.3 Pursuant to *Labor Code* section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.4 On February 25, 2026, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. which led to this Agreement to settle the Action.

2.5 Prior to mediation, Hetzler obtained, through informal discovery electronic payroll records and timesheets for a 15% sample of California hourly employees between March 12, 2023 and October 20, 2025; paystubs, timesheets and personnel records for plaintiff Jim Hetzler, relevant handbook and wage and hour policy documents; information regarding the number of current and former non-exempt California employees employed by Defendant between March 12, 2023 and October 20, 2025 (the date Defendant obtained the data).

III. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8.2 below, Defendant promise to pay Two Hundred and Sixty Thousand Dollars ($260,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be Ninety One Thousand Dollars ($91,000), and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars ($30,000). The PAGA Counsel's Fees awarded by the court shall be divided among Plaintiffs' counsel as 70% to Justice for Workers, P.C; and (2) 30% to Parker & Minne, LLP. Any amounts awarded will constitute complete consideration to PAGA Counsel for all work performed

and expenses incurred to date and for all work to be performed and expenses to be incurred through the completion of the Action and its Settlement. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claims, lawsuits or disputes related to allocation of the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment amongst the various PAGA Counsel. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099-MISC Forms, provided that PAGA Counsel provides the Administrator with a current, fully completed IRS Form W-9. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment, which are anticipated not to exceed $5,950.00. To the extent the Administration Expenses are less or the Court approves payment less than $5,950.00, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrators has been selected as the Administrator, based upon its "not to exceed" bid of $5,950.00, conditioned upon its agreement to comply with the terms of this Agreement. The Administrator must provide Defendant's Counsel with a current, fully and accurately completed IRS Form W-9 in the name of the Qualified Settlement Fund pursuant to paragraph 7.3 (W-9 to be on the current form) and wiring instructions (name, address, account number, routing) no less than 30 days in advance of the funding deadline. The Administrator is required to have a verbal discussion with Defendant's counsel to confirm the accounting and routing number and to

agree to any other reasonable security precautions that Defendant requests in order to confirm the account and routing information and to avoid banking or wire fraud. The Administrator further agrees to timely provide copies of claims administered in this case to Defendant upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks, etc.) and must provide copies all tax filings prepared on behalf of Defendant or any QSF, as defined below, created for administration of settlement payments and tax filings for this settlement.

3.2.3 To Plaintiffs: Up to $5,000.00 each, subject to Court approval, for Plaintiffs' Representative Enhancement Payments for their service to the State of California and the PAGA Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099 issued to Plaintiffs.

3.2.4 To the LWDA, Plaintiffs and Aggrieved Employees: The Net Settlement Amount will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments, pursuant to Labor Code § 2699(i).

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

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

3.2.4.3 For purposes of full disclosure and informing the court, separate payments outside of, and in addition to, the Gross Settlement Amount shall be made to Plaintiffs for a release of any and all claims Plaintiffs may have against Defendant and/or the Released Persons not arising under PAGA, including a general release of

claims pursuant to California Civil Code section 1542 and an agreement by plaintiff Vasquez to voluntarily resign from her employment with Defendant. ("General Releases"). These General Releases shall be via written agreements separate from the present PAGA settlement, however, Plaintiffs' separate agreement to these General Releases and plaintiff Vasquez's voluntary resignation from employment, shall be a condition precedent to the Effective Date occurring. These amounts shall be disclosed to the court in the Motion seeking approval of the PAGA settlement.

3.2.3.4. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, but only provided that the payments exceed the IRS 1099 reporting threshold for 2026.

IV. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance of mediation, Defendant estimates there were approximately 447 Aggrieved Employees employed between approximately March 12, 2023 and October 20, 2025, and based on extrapolation of the data pulled in advance of mediation, the Parties estimate there were approximately 12,972 pay periods for Defendant's CA non-exempt employees between March 12, 2023 and the date of mediation (February 25, 2026).

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, counsel for Defendant 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 all 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, except that (i) relevant information, excluding personalized information such as name, address, SSN, may be provided to PAGA Counsel to the extent necessary to confirm the accuracy of the Administrator's calculations; or (ii) relevant information necessary to respond to a specific inquiry or claim dispute from a PAGA Member. 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 or as necessary for required IRS 1099 forms. 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 8.2 has been exceeded and inform the Parties of this, if this has not already been determined and agreed to at an earlier time. No later than seven (7) calendar days after Defendant provides the Aggrieved Employees Data to the Administrator, excepting only the Social Security Numbers, the Administrator shall inform Defendant in writing whether any Individual PAGA Payment exceeds the IRS threshold for issuing a 1099 form, which numbers Defendant shall provide to the Administrator within seven (7) business days. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and upon such discovery, to provide corrected Aggrieved Employee Data as soon as reasonably feasible. There is no continuing obligation on the part of Defendant to update contact information for Aggrieved Employees. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to meet and confer regarding a stipulation and proposed order, to obtain the Court's approval and/or modification of the Approval Order, to allow data to be reconstructed and/or to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The Administrator is required to provide all tax forms, including IRS Form W-9 for the QSF, to Defendant within 5 days after the Effective Date. The Administrator is also required to adhere to Defendant's security protocols for wire transfers, including oral confirmation of routing and bank account number, and agree to take any other steps requested of it by Defendant which are reasonably necessary to prevent against banking or wire fraud. Additionally, to the extent that a

hard copy check is delivered, to have staff available during normal business hours to accept delivery with signature.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Representative Enhancement Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed

Property Fund in the name of the Aggrieved Employee. The Administrator shall provide copies of such checks to Defendant upon request by counsel for Defendant.

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.

V. RELEASES OF CLAIMS.

5.1 Release by Plaintiffs and Aggrieved Employees:

Upon entry of the Approval Order and the full funding of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for 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 facts stated in the Operative Complaint and the PAGA Notices arising during the PAGA Period. Any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim under PAGA arising during the PAGA Period and released by this Agreement, which includes PAGA penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 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 (as set forth below) 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. Pursuant to *Code of Civil Procedure* section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement and to permanently enjoin and forever bar the Aggrieved Employees from instituting or prosecuting any claims against Defendant as described in this Agreement.

5.2 Release by PAGA Counsel: Upon entry of the Approval Order and full funding of the Gross Settlement Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assign the Released Parties from all claims for PAGA Fees incurred in connection with the Hetzler Action, Vasquez Action, the Operative Complaint and the respective PAGA notices as well as the facts stated in same.

5.3 Release by State of California with respect to Aggrieved Employees: Upon entry of the Approval Order and full funding of the Gross Settlement Amount, the State of California with respect all Aggrieved Employees, is deemed to release, on behalf of itself and its representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") arising during the PAGA Period which were alleged in the Hetzler Action, the Vasquez Action, the Operative Complaint and/or in the PAGA Notices, or that could have been alleged in the Hetzler Action, the Vasquez Action, the Operative Complaint and/or the PAGA Notices, based upon the facts and/or claims alleged in the Hetzler Action, the Vasquez Action, the Operative Complaint or in the PAGA Notices, for violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, "Released Claims").

5.4 Plaintiffs' Separate Release. Plaintiffs have separately agreed to General Release Agreements and waivers under Civil Code 1542.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs shall prepare and file an application 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 Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting

the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. Such drafts will be delivered at least 7 days before filing.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and following entry of an order granting leave to file the Second Amended Complaint; and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

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

VII. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration

Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. 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 have and use its own Employer Identification Number for purposes of providing reports to 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. If practical, the QSF shall be an interest-bearing account at a federally-insured bank that is mutually acceptable to the Parties and the Administrator.

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 in English and Spanish, which has been approved by the Parties and attached hereto as **Exhibit A**, concurrently with the Individual PAGA Payments to all PAGA Aggrieved Employees via First-Class U.S. Mail.

VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1 Based on data pulled in advance of mediation, Defendant estimated that there were approximately 447 Aggrieved Employees employed between approximately March 12, 2023 and

October 20, 2025. The Parties further estimated, based on extrapolation of the data pulled in advance of mediation, that there were approximately 12,972 pay periods between March 12, 2023 and the date of mediation (i.e., February 25, 2026).

8.2 Escalator Clause. If it is determined the number of actual pay periods within the PAGA Period exceeds 12,972 by more than 10% (i.e., total pay periods of over 14,269), then Defendant will have the option to either reduce the scope of the release to fit within the escalator clause (i.e., shortening the PAGA Period such that the PAGA Period ends on a date prior to which the total pay periods worked by Aggrieved Employees does not exceed 14,269) or increase the Gross Settlement Amount on a proportional basis for every percent higher than the 10% threshold (*i.e.*, if the total is 11% greater than 12,972, the Gross Settlement Amount would be increased by 1%). Plaintiffs shall schedule the PAGA approval motion to be heard on a mutually convenient date to Defendant, with at least ten (10) days calendar notice prior to filing Plaintiffs' motion. At least ten (10) calendar days prior to the PAGA approval hearing, or earlier as may be feasible, Defense Counsel shall (1) advise Plaintiffs' counsel (i) whether Defendant intends to end the PAGA Period on April 25, 2026; or (ii) whether Defendant anticipates a different end to the PAGA Period subject to this paragraph; and (2) provide Plaintiffs' counsel with a draft stipulation and order advising the court of the PAGA Period end date. Based on Defendant's election, Plaintiffs shall assure that the approval motion, explanatory letter and proposed final approval order all incorporate the selected PAGA Period end date.

IX. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Order approving the Settlement, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Order, (ii) addressing settlement administration matters and (iii) addressing such post-Order matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the 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 Order, including all rights to post-order and appellate proceedings, the right to file motions

to vacate the Order, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Order becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

X. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Hetzler Action, Vasquez Action or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Hetzler Action or Vasquez Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Hetzler Action and Vasquez Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Hetzler Action and the Vasquez Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent Defendant from arbitrating the Hetzler Action and Vasquez Action, if the Settlement does not become effective for any reason. Plaintiffs and PAGA Counsel agree that Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby waives any argument that, based on this Agreement, Defendant cannot assert any and all potential defenses and privileges if the Hetzler Action, Vasquez Action or the Operative Complaint were to proceed. The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent Plaintiffs from prosecuting the Hetzler Action or the Vasquez Action.

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

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

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

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

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

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

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

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

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Except as provided above to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiffs' claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiffs' Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, or after any Court-ordered deadlines and/or hearing regarding final accounting and related compliance, whichever is later, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant

unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiffs:

William C. Sung and Tiffany L. Luu, Justice for Workers, P.C. 3600 Wilshire Blvd, Ste 1815, Los Angeles, CA 90010-2622
(323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com

S. Emi Minne, Jill J. Parker, and Yasmin Wilber, Parker & Minne, LLP
700 South Flower Street, Suite 1000, Los Angeles, CA 90017
(310) 882-6833
emi@parkerminne.com
jill@parkermine.com
yasmin@parkerminne.com

To Defendant:

Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
(949) 221¬8700
syoung@yatlaw.com
athomas@yatlaw.com

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 Continued Jurisdiction. After entry of the Order granting approval of this Agreement, the Court will have continuing jurisdiction pursuant Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

10.19 Enforcement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the funding provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. Prior to instituting an enforcement action, the Party seeking to enforce must provide the other Party or Parties Ten (10) Days advance written notice describing the alleged breach and allowing the opportunity to cure. If the alleged breach is cured within the Ten (10) Days following notice, no enforcement action shall be filed.

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

Dated: August 21, 2026

By: _____
Plaintiff Jim Hetzler

Dated: _____, 2026

By: _____
Plaintiff Lynnora Vasquez

Dated: _____, 2026

By: _____

Name: _____

Title: _____
Defendant Canyon Ridge Hospital, Inc.

Doc ID: ee6fea69458e8959d37cd512a42f2b01853ee4c3

Dated: August 21, 2026

By: _____
Plaintiff Jim Hetzler

Dated: _____, 2026

By: _____
Plaintiff Lynnora Vasquez

Dated: Sept. 4th, 2026

By: _____

Name: Stephanie Bernier

Title: CEO
Defendant Canyon Ridge Hospital, Inc.

Doc ID: ee6fea69458e8959d37cd512a42f2b01853ee4c3

Dated: August 24, 2026

Young-Agriesti & Thomas, LLP

By: _____

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Canyon Ridge Hospital, Inc.

Dated: August 19, 2026

Justice for Workers, P.C.

By: _____

William C. Sung
Tiffany L. Luu
Counsel for Plaintiffs Jim Hetzler and Lynnora Vasquez

Dated: _____, 2026

Parker & Minne, LLP

By: _____

S. Emi Minne
Jill J. Parker
Counsel for Plaintiffs Jim Hetzler and Lynnora Vasquez

Doc ID: ee6fea69458e8959d37cd512a42f2b01853ee4c3

Dated: _____, 2026

By: _____
Plaintiff Jim Hetzler

Dated: 07/30/2026, 2026

By: LYNNORA VASQUEZ (Jul 30, 2026 11:02:09 PDT)
Plaintiff Lynnora Vasquez

Dated: _____, 2026

By: _____

Name: _____

Title: _____
Defendant Canyon Ridge Hospital, Inc.

Dated: _____, 2026

Young-Agriesti & Thomas, LLP

By: _____
Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Canyon Ridge Hospital, Inc.

Dated: _____, 2026

Justice for Workers, P.C.

By: _____
William C. Sung
Tiffany L. Luu
Counsel for Plaintiffs Jim Hetzler and Lynnora Vasquez

Dated: July 30, 2026

Parker & Minne, LLP

By: _____
S. Emi Minne
Jill J. Parker
Counsel for Plaintiffs Jim Hetzler and Lynnora Vasquez

EXHIBIT A

Re: ***Payment from Jim Hetzler, et al. v. Canyon Ridge Hospital, Inc.***
Superior Court of California for County of San Bernardino
Case No. CIVSB2412550

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Jim Hetzler, et al. v. Canyon Ridge Hospital, Inc.*, Case No. CIVSB2412550, pending in the Superior Court of California for the County of San Bernardino (the "Action").

The Action was filed against Canyon Ridge Hospital, Inc. ("Defendant") and includes a claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiffs Jim Hetzler and Lynnora Vasquez ("Plaintiffs"), former employees of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiffs' claims, and on DATE, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code.

Defendant denies 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 Defendant's business operations, Plaintiff and Defendant have concluded that it is in the best interests of the parties to settle. By settling this lawsuit, Defendant is not admitting that they have done anything wrong.

The Court has ***not*** ruled on Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims. Defendant maintains that Plaintiff's 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, defendant Canyon Ridge Hospital, Inc. and each of its former, present and future direct or indirect parents, directors, officers, managers, employees,

operators, doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates, any DBAs, and any other individual or entity that could be jointly liable with any of them, including without limitation UHS of Delaware, Inc. and Universal Health Services, Inc. (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 Action and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be barred from proceeding with any Claim released by this Agreement, which includes PAGA penalties for alleged violation of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001 ("Released Claims"). The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties, calculated on a pro-rata basis based on the number of pay periods you worked for Defendant during the period March 12, 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 for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller's Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

If you have any questions, you can contact ADMINISTRATOR, the Settlement Administrator, at (____) ____-_____.

EXHIBIT 2

JUSTICE FOR WORKERS
3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010
TEL: (323) 922-2000
FAX: (323) 922-2000
www.JusticeForWorkers.com

March 12, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: ***Jim Hetzler v. Canyon Ridge Hospital, Inc.***
Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee Jim Hetzler ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Canyon Ridge Hospital, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a mental health hospital in Chino, California. Defendants has employed Plaintiff as an hourly-paid, non-exempt employee for approximately 20 years in the position of mental health worker. The "aggrieved employees" that Plaintiff seeks civil 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.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 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. The applicable Wage Order defines "hours worked" as "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." *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time.

Labor Code §§ 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, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of pay. Defendants also failed to properly calculate Plaintiff and other aggrieved employees' overtime hours worked when they worked overnight shifts.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the sick leave pay rate calculation.

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 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§

201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 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. Labor Code § 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 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, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

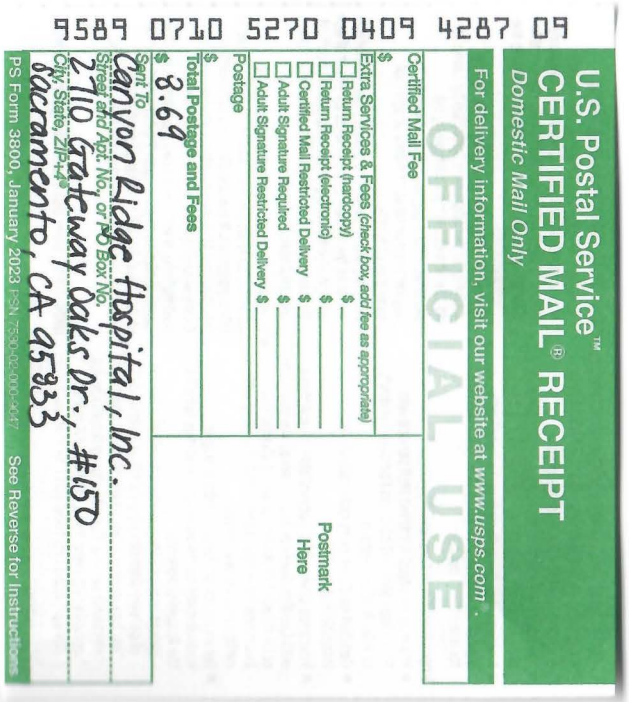
Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: **Via USPS Certified Mail – Return Receipt Requested**

Canyon Ridge Hospital, Inc.
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., # 150
Sacramento, CA 95833





Canyon Ridge Hospital, Inc.
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., # 150
Sacramento, CA 95833

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Canyon Ridge Hospital, Inc.
c/o CSC Lawyers Incorporating Services
Agent for service of process
2710 Gateway Oaks Dr., #150
Sacramento, CA 95833

9590 9402 8354 3156 2640 69

2. Article Number *(Transfer from service label)*

9589 0710 5270 0409 4287 09

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, March 12, 2024 at 12:42:01 PM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

3/12/2024

LWDA Case No. LWDA-CM-1016148-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Jim Hetzler
Employer: Canyon Ridge Hospital, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

JUSTICE FOR WORKERS
3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010
TEL: (323) 922-2000
FAX: (323) 922-2000
www.JusticeForWorkers.com

August 7, 2026

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: *Jim Hetzler v. Canyon Ridge Hospital, Inc.*
Amended Notice of Private Attorneys General Act Claim
LWDA-CM-1016148-24

Dear PAGA Administrator:

This office has been retained by aggrieved employee Jim Hetzler ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. ("PAGA") against Canyon Ridge Hospital, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a mental health hospital in Chino, California. Defendants has employed Plaintiff as an hourly-paid, non-exempt employee for approximately 20 years in the position of mental health worker. The "aggrieved employees" that Plaintiff seeks civil 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.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.6, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1199, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 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. The applicable Wage Order defines "hours worked" as "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." *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time.

Labor Code §§ 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, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of pay. Defendants also failed to properly calculate Plaintiff and other aggrieved employees' overtime hours worked when they worked overnight shifts.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the sick leave pay rate calculation.

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 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§

201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 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. Labor Code § 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 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, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: **Via USPS Certified Mail – Return Receipt Requested**

Canyon Ridge Hospital, Inc.
c/o Ana Thomas
Young-Agriesti & Thomas, LLP
7755 Center Ave., Suite 1100
Huntington Beach, CA 92647

Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Friday, August 7, 2026 at 2:17:27 PM Pacific Daylight Time
From: DIR PAGA Unit
To: William Sung

08/07/2026 02:17:06 PM

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

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

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

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

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

JUSTICE FOR WORKERS, P.C
9575 Bolsa Ave
Westminster, CA 92683

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US POSTAGE

Canyon Ridge Hospital, Inc.
c/o Ana Thomas
Young-Agriesti & Thomas, LLP
7755 Center Ave., Suite 1100
Huntington Beach, CA 92647

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- ☐ Adult Signature Restricted Delivery $

Postage
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Total Postage and Fees
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Sent To
Canyon Ridge Hospital, Inc. / c/o Ana Thomas Young-Agriesti & Thomas LLP
Street and Apt. No., or PO Box No.
7755 Center Ave., Suite 1100
City, State, ZIP+4®
Huntington Beach, CA 92647

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Canyon Ridge Hospital, Inc.
c/o Ana Thomas
Young - Agnesti & Thomas LLP
7755 Center Ave., Suite 1100
Huntington Beach, CA 92647



9590 9402 9088 4122 8632 07

2. Article Number *(Transfer from service label)*

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
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- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT 4

JUSTICE FOR WORKERS, P.C.
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Attorneys for Plaintiffs JIM HETZLER and LYNNORA VASQUEZ

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
9/22/2026 4:38 PM
By: Sarena Perez, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JIM HETZLER and LYNNORA VASQUEZ, individually and on behalf of all others similarly situated;

Plaintiffs,

vs.

CANYON RIDGE HOSPITAL, INC., a California corporation; and DOES 1 through 50,

Defendants.

Case No.: CIVSB2412550

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *et seq*.)

Plaintiffs JIM HETZLER and LYNNORA VASQUEZ ("Plaintiffs"), on behalf of themselves and all others similarly situated, hereby bring this Second Amended Representative Action Complaint ("Complaint") against Defendants CANYON RIDGE HOSPITAL, INC., a California corporation, and DOES 1 to 50 (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of civil penalties under the California Private Attorneys General Act ("PAGA") for Defendants' alleged violations of Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698, *et seq*., and Industrial Welfare Commission ("IWC") Wage Order 4-2001 "Wage Order 4") and 5-2001 ("Wage Order 5"). This Court has jurisdiction over Defendants' violations of the Labor Code because the amount in controversy exceeds $25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including San Bernardino County, and some of the acts and omissions complained of herein occurred in San Bernardino County. Furthermore, Plaintiffs were employed by Defendants within San Bernardino County.

PARTIES

3. Plaintiffs are, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as a non-exempt employee. Plaintiffs were, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698, *et seq*., and Wage Orders 4 and 5.

/ / /

4. Plaintiffs are informed and believe, and based thereon allege, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other, similarly-situated non-exempt employees within San Bernardino County, and the State of California and, therefore, were (and are) doing business in San Bernardino County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiffs are informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

/ / /

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. Defendants own and operate a mental health hospital in Chino, California. Defendants employed Plaintiff Hetzler as an hourly-paid, non-exempt employee for approximately 20 years until around January 2024 in the position of mental health worker. Plaintiff Vasquez has been employed by Defendants as an hourly-paid, non-exempt employee since approximately May 2021 in the position of charge nurse.

11. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked. Plaintiffs and other non-exempt employees regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, including unlawful rounding of employee time punches, and failed to compensate employees for this time. Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of pay. Defendants also failed to properly calculate Plaintiffs and other non-exempt employees' overtime hours worked when they worked overnight shifts, and failed to pay all reporting time wages. As a result, Plaintiffs and other non-exempt employees were not compensated for all earned minimum and overtime wages.

12. Defendants failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt employees were not able to take their legally compliant meal breaks due to work demands imposed by Defendants and unlawful rounding of time punches. Defendants routinely failed to relieve

Plaintiff and Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants did not adequately inform Plaintiff and Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work through their meal periods, for which they were not compensated. Upon information and belief, Defendants do not keep accurate records of Plaintiffs' and other non-exempt employees' hours worked, including accurate time records showing when employees take their meal periods. On those occasions when Plaintiffs and other non-exempt employees were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs and other non-exempt employees with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Furthermore, any meal period premiums paid by Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate of compensation.

13. Plaintiffs and other non-exempt employees were not authorized and permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest breaks due to work demands imposed by Defendants. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiff and Aggrieved Employees oftheir right to take

rest periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-free rest periods, and to regularly require Plaintiff ~nd Aggrieved Employees to work through their rest periods. Additionally, although Plaintiffs and other non-exempt employees occasionally worked shifts in excess of 10 hours, Plaintiffs and other non-exempt employees were not authorized and permitted a third rest period during shifts in excess of 10 hours. On those occasions when Plaintiffs and other non-exempt employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants failed to compensate them with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to their non-exempt employees.

14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into the paid sick leave pay rate.

15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure to pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages, Defendants failed to timely pay all final wages to non-exempt employees during their employment and former non-exempt employees upon their separation of employment from Defendants.

16. Throughout the time period involved in this case, Defendants regularly failed to keep complete or accurate payroll records for Plaintiffs and other non-exempt employees. Defendants knew or should have known that Defendants were required to keep complete and accurate payroll

records for Plaintiffs and other non-exempt employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

17. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiffs and other non-exempt employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

18. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiffs and other non-exempt employees for all necessary business-related expenses, including but not limited to use of their personal cell phones for work-related purposes. Defendants knew or should have known that Defendants were required to reimburse Plaintiffs and other non-exempt employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

19. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though fully set forth herein.

20. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved Employees"), bring this representative action against Defendants to recover the civil penalties due to Plaintiffs and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100 for each initial violation and $250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250 for each initial violation and $1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)

pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) $100 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 216, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1198 and 199;

b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, 1198 and 1199;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;

g. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;

h. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Aggrieved Employees and provide or make reconrds available for insection in violation of Labor Code §§ 1174, 1174.5 1198 and 1198.5.

/ / /

j. Failing to reimburse Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

21. On or about March 12, 2024 and March 13, 2024, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the Labor Code and Plaintiffs' intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

22. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) $100.00 for each initial violation and $200 for each

subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

2. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

3. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

4. For such other and further relief, the Court may deem just and proper.

DATED: September 2, 2026

JUSTICE FOR WORKERS, P.C.

By: _____

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiffs JIM HETZLER and LYNNORA VASQUEZ

DATED: September 2, 2026

PARKER & MINNE, LLP

By: _____

S. Emi Minne
Jill J. Parker
Attorneys for Plaintiffs JIM HETZLER and LYNNORA VASQUEZ

PROOF OF SERVICE
JIM HETZLER v. CANYON RIDGE HOSPITAL, INC.
STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Blvd, Suite 1815, Los Angeles, CA 90010

On September 22, 2026 I served the foregoing document described as:

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT

[ ] by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

[ ] by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

[x] by electronically serving the document(s) listed above to:

SEE SERVICE LIST

[ ] by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on September 22, 2026 at Los Angeles, California.



Anayeli Ascencio

SERVICE LIST

Summer Young Agriesti, Esq. syoung@yatlaw.com Ana Thomas, Esq. athomas@yatlaw.com Angelica Sanchez, Esq. asanchez@yatlaw.com Michelle Perciavalle mperciavalle@yatlaw.com YOUNG-AGRIESTI & THOMAS, LLP FKA KLATTE, BUDENSIEK & YOUNG-AGRIESTI, LLP 7755 Center Ave., Suite 1100 Huntington Beach, CA 92647	Attorneys for Defendant Canyon Ridge Hospital, Inc.
S. Emi Minne, Esq emi@parkerminne.com Jill J. Parker, Esq jill@parkerminne.com PARKER & MINNE, LLP 700 South Flower Street Suite 1000 Los Angeles, California 90017 Telephone: (310) 882-6833 / Fax: (323) 922-2000	Attorneys for Plaintiffs JIM HETZLER and LYNNORAVASQUEZ

EXHIBIT 5

JUSTICE FOR WORKERS

Jim Hetzler v. Canyon Ridge Hospital
San Bernardino Superior Court, Case No.: CIVSB2412550

Date	Description of Cost Item	Invoice #	Amount
3/12/2024	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1016148-24	$75.00
3/12/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def.	9589 0710 5270 0409 4287 09	$8.69
4/11/2024	e-Filing Fee for Complaint	9251438	$10.25
5/2/2024	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	9440442	$1,534.24
6/20/2024	e-Filing Fee for First Amended Complaint	9698478	$15.66
6/24/2024	e-Filing Fee for Proof of Service of Summons and Complaint	9698530-01	$15.66
6/27/2024	Service of Process Fee to Serve Def.	9698530	$82.40
10/31/2024	e-Filing Fee for Joint Case Management Conference Statement	10684959	$15.66
12/13/2024	e-Filing Fee for Notice of Ruling	10791439	$15.66
2/21/2026	Expert's Fee for Mediation Data Analysis - AttorneyTalk	3770	$4,355.75
2/25/2026	Plaintiff's Share of Mediation Fee - Signature Resolution, LLC	PR85664	$10,708.25
3/26/2026	e-Filing Fee for Joint Stipulation to Continue Case Management Conference	14332098	$38.18
8/7/2026	Certified Mail Cost for Mailing Amended PAGA Letter	9589 0710 5270 1741 2772 08	$10.98
8/18/2026	Regular Mail Cost for Mailing Letter to Client	N/A	$3.43
9/8/2026	e-Filing Fee for Notice of Errata Re: Joint Stipulation to Allow Plaintiff Leave to File Second Amended Complaint	15722757	$17.48
9/9/2026	e-Filing Fee for Joint Stipulation to Allow Plaintiff Leave to File Second Amended Complaint	15719843	$38.18
9/22/2026	San Bernardino Document Download Fee for Order Granting Stipulation	368085346	$15.15
9/28/2026	e-Filing Fee for Second Amended Representative Complaint	15869744	$17.48
10/21/2026	e-Filing Fee for Joint Stipulation to Continue Further Case Management Conference	16074065	$38.18
Estimated Future Cost	e-Filing Fee Motion for Approval of PAGA Settlement	N/A	$77.97
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	$16.17
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	$16.17
		TOTAL	**$17,126.59**

EXHIBIT 6