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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 the Honorable Thomas S. Garza, Dept. S27

DECLARATION OF S. EMI MINNE IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENTS

Date: June 3, 2027
Time: 8:30 a.m.
Dept.: S27

Complaint Filed: April 11, 2024
FAC Filed: May 22, 2024
SAC Filed: September 22, 2026
Trial Date: Not Set

DECLARATION OF S. EMI MINNE

I, S. Emi Minne, declare as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a partner at the law firm of Parker & Minne, LLP, attorneys of record for Plaintiff Lynnora Vaquez ("Ms. Vasquez") in the above-entitled action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called to testify I could and would competently do so.

2. This declaration is submitted in support of Plaintiffs' Motion for Approval PAGA Settlement, Attorneys' Fees and Costs, and Representative Enhancement Payments ("Motion for Approval").

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

3. Defendant Canyon Ridge Hospital, Inc. ("Defendant") owns and operates a mental health hospital in Chino, California.

4. Ms. Vasquez is former non-exempt, hourly-paid employee of Defendant. Ms. Vasquez was employed by Defendant as a charge nurse from approximately May 2021 to July 2026.

5. On March 13, 2024, Ms. Vasquez provided written notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") of her intent to seek civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA"). The LWDA did not respond to Ms. Vasquez's PAGA Notice. A true and correct copy of the PAGA notice letter that was submitted to the LWDA and Defendant on March 13, 2024 is attached hereto as **Exhibit 1**.

6. On June 20, 2024, after fully exhausting PAGA's 65-day notice period, Ms. Vasquez filed a civil complaint against Defendant entitled *Lynnora Vaquez v. Canyon Ridge Hospital, Inc*., San Bernardino County Superior Court Case No. CIVSB2420772 (the "*Vasquez* Action"), which alleged a single cause of action seeking the recovery of civil penalties pursuant to PAGA predicated on Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Order 4-2001. Ms. Vasquez alleged, amongst other violations, that she and other aggrieved

employees were required to use their personal cell phones for work-related purposes and were not reimbursed with the costs of such usage.

7. Defendant filed its Answer to the *Vasquez* Action on August 15, 2026.

8. On February 11, 2025, Defendant filed a Motion to Compel Arbitration of Ms. Vasquez's individual PAGA claims to and to stay the non-individual PAGA claims. The Motion to Compel Arbitration was granted by the Court on April 14, 2025.

9. On June 2, 2025, Ms. Vasquez filed a Demand for Arbitration of her individual PAGA claims with Judicate West. The arbitration was subsequently stayed pending approval of the Settlement in this Action.

10. After Plaintiff filed her demand for Arbitration, I met and conferred with Defendant's counsel, as well as counsel for Plaintiff Jim Hetzler[1] in the earlier-filed PAGA lawsuit entitled *Jim Hetzler v. Canyon Ridge Hospital, Inc.*, San Bernardino County Superior Court Case No. CIVSB2412550 ("*Hetzler* Action")[2] regarding the potential for resolution of the PAGA claims alleged in the Actions. These discussions ultimately led to an agreement to engage in private mediation of the PAGA claims alleged in the Actions.

11. After conducting significant investigation of the facts and law during prosecution of the Actions, on February 25, 2026, the Parties attended a private mediation with Monique Ngo-Bonnici, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters. The Parties engaged in a full day of settlement discussions, during which the Parties extensively debated their respective positions and exchanged views regarding the strengths and weaknesses of their claims and defenses. The settlement discussions were at all times at arm's length and, although conducted with appropriate professional decorum, were adversarial. Plaintiffs and Plaintiffs' Counsel went into mediation willing to explore the potential for a settlement of the Actions, but were also prepared to aggressively litigate Plaintiffs' claims if a settlement was not reached. Arriving at a settlement that was acceptable to the Parties was not easy, and the Parties vigorously

[1] Ms. Vasquez and Mr. Hetzler are collectively referred to herein as "Plaintiffs".

[2] The *Hetzler* Action and the *Vasquez* Action are collectively referred to herein as the "Actions".

advanced their respective positions throughout the settlement negotiations. After a full day of negotiations, the mediation culminated in the issuance of a mediator's proposal that was accepted by the Parties on or about March 6, 2026.

12. On or about September 4, 2026, after months of further negotiation, the Parties fully executed a long form PAGA Settlement Agreement ("Agreement" or "Settlement").

13. In order to facilitate global settlement approval proceedings, the Parties stipulated to file a Second Amended Complaint ("SAC") in the *Hetzler* Action which added Ms. Vasquez as named plaintiff as well as any claims alleged in the *Vasquez* Action not previously alleged in the *Hetzler* Action. The SAC was filed on September 22, 2026. The *Vasquez* Action was subsequently dismissed without prejudice October 20, 2026.

14. The proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective positions throughout the settlement negotiations.

15. For the reasons set forth in the Memorandum of Points and Authorities in Support of the Motion for Approval, I submit that the proposed Settlement is a fair, adequate, and reasonable compromise of the disputed claims in the Actions, and that the Settlement is in the best interests of Plaintiffs, the State of California, and Aggrieved Employees.

QUALIFICATIONS OF PLAINTIFF'S COUNSEL

16. I am a founding partner of Parker & Minne, LLP. I received my Bachelor of Arts degree*, cum laude*, from the University of California, Los Angeles in 2001. In 2007, I received a Juris Doctor degree from the UCLA School of Law. During my time at the UCLA School of Law, from approximately June 2005 to August 2005, I served as a judicial extern to the Honorable Ernest M. Hiroshige of the Los Angeles County Superior Court. I also externed with the California Department of Justice – Office of the Attorney General from approximately June 2006 to August 2006. I was admitted to the State Bar of California in December of 2007, and have been an active member in good standing continuously since then. I am admitted to practice in all federal District Courts in the State of California. I am a member of the California Employment Lawyer's Association.

17. Since being admitted to the California State Bar in 2007, my practice has focused exclusively on the representation of employee plaintiffs. From October 2007 to August 2011, I was employed as an Associate Attorney at Rastegar & Matern, APC. From September 2011 to August 2018, I was employed as a Senior Associate Attorney at Rastegar Law Group, APC. From September 2018 to October 2021, I was employed as Senior Counsel with Protection Law Group, LLP. From October 2021 to June 2022, I was employed as Senior Counsel at Blackstone Law, APC. At each of these firms, my practice was focused on the representation of employees in complex class and representative PAGA actions involving claims for violations of the California Labor Code. In July 2022, I co-founded Parker & Minne, LLP.

18. Parker & Minne, LLP is a law firm that is dedicated to the exclusive representation of employees in disputes against their employers. Parker & Minne, LLP currently represents numerous employees in courts across California, with complex class actions and representative PAGA actions accounting for over half of our caseload. The founding partners of Parker & Minne, LLP possess over 30 years of combined experience litigating cases involving Labor Code violations in individual, class, and representative actions on behalf of California's employees.

19. During the course of my career, I have managed numerous wage and hour class and representative PAGA actions from inception through resolution. Accordingly, I have extensive experience in all aspects of class action and representative PAGA litigation including, but not limited to: initial case selection and client consultation; drafting complaints and PAGA notice letters; propounding and responding to written discovery; meeting and conferring regarding discovery disputes; taking depositions of defendants' persons most knowledgeable, class member declarants, and other percipient witnesses; defending depositions of named plaintiffs and putative class members; opposing and arguing demurrers, motions to strike, motions for judgment on the pleadings, motions to dismiss, motions to compel arbitration, and motions for summary judgment; drafting and arguing motions to compel; drafting and arguing motions to determine class arbitrability in class arbitration proceedings; drafting motions for class certification; drafting motions for summary judgment; drafting appellate briefs; representing employees in both individual and class-wide arbitration proceedings; interviewing putative class members and obtaining declarations in support of class certification;

working with experts to analyze time and payroll data for purposes of both settlement negotiations and contested class certification motions; drafting mediation briefs and class-wide damages analyses; mediating class action and PAGA cases; drafting and arguing motions for preliminary approval; drafting and arguing motions for final approval; and oversight of the administration of complex wage and hour settlements.

20. Since opening in 2022, Parker & Minne, LLP has been approved as class counsel in the following matters:

- *Kincaid v. Education Credit Management Corporation, Inc.* (United States District Court, Eastern District of California Case No. 2:21-cv-00863-TLN-JDP), a wage and hour class action brought on behalf of hourly-paid employees of a student loan guarantor, in which Parker & Minne LLP was appointed as class counsel following contested class certification proceedings.
- *Gonzalez v. Hunt Enterprises, Inc.* (Los Angeles County Superior Court Case No. 22STCV15057), a wage and hour class action and representative PAGA action brought on behalf of property-management employees, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Bradley v. Native American Health Center, Inc.* (Alameda County Superior Court Case No. 22CV011617), a wage and hour class action and representative PAGA action brought on behalf of healthcare employees, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Zaragoza v. The Arc of Ventura County, Inc.* (Ventura County Superior Court Case No. 56-2022-00565343-CU-OE-VTA), a wage and hour class action and representative PAGA action brought on behalf of a group of employees who provided support services to individuals with intellectual and developmental disabilities, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Estrada v. Belshire Environmental Services, Inc.* (Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC), a wage and hour class action and representative PAGA

action brought on behalf of environmental compliance employees, in which Parker & Minne, LLP was appointed class counsel in settlement.

- *Schwartzenberger v. Berger Steel Corporation* (Sacramento County Superior Court Case No. 34-2022-00319703-CU-OE-GDS), a wage and hour class action and representative PAGA action brought on behalf of a group of steel workers, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Hernandez v. New Image Pool Interiors* (Tulare County Superior Court Case No. VCU293400), a wage and hour class action and representative PAGA action brought on behalf of a group of pool remodeling employees, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Ragsdale v. Pacific Ethanol, Inc.* (Sacramento County Superior Court Case No. 34-2019-00251883-CU-OE-GDS), a wage and hour class action and representative PAGA action brought on behalf employees of a producer of specialty alcohol and essential ingredients, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Reyes v. Valley Chrome Plating, Inc.* (Fresno County Superior Court Case No. 22CECG01415), a wage and hour class action and representative PAGA action brought on behalf of employees of a trucking parts manufacturer, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Rodrigues v. Summerset Senior Living* (Placer County Superior Court Case No. S-CV-0048722), a wage and hour class action and representative PAGA action brought on behalf of employees of an assisted living facility, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Martinez v. Doubleco, Inc.* (San Bernardino County Superior Court Case No. CIVSB2210419), a wage and hour class action and representative PAGA action brought on behalf of employees of a manufacturer of specialty fasteners and hardware, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Medina v. Natureware, Inc.* (Orange County Superior Court Case No. 30-2021-01215641-CU-OE-CXC), a wage and hour class action and representative PAGA action brought on

behalf of employees of distributor of vitamins and healthcare supplements, in which Parker & Minne, LLP was appointed class counsel in settlement.

- *Perez v. Commercial Lighting Industries, Inc.* (Riverside County Superior Court Case No. CVRI2301807), a wage and hour class action and representative PAGA action brought on behalf of employees of a distributor of lighting fixtures, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Villeda v. Aria Technologies, Inc.* (Alameda County Superior Court, Case No. 22CV011091), a wage and hour class action and representative PAGA action brought on behalf of employees of a manufacturer of fiber optic connectivity products, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Young v. Northwest Confections California* (Sacramento County Superior Court Case No. 34-2022-00320387-CU-OE-GDS), a wage and hour class action and representative PAGA action brought on behalf of employees of a distributor of cannabis goods, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Flores v. Aspen Medical Products* (Orange County Superior Court Case No. 30-2023-01320570-CU-OE-CXC), a wage and hour class action and representative PAGA action brought of behalf of employees of spinal bracing orthotics distributor, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Rojo v. Farwest Insulation Contracting* (Orange County Superior Court Case No. 30-2022-01259062-CU-OE-CXC), a wage and hour class action brought on behalf of a employees of an industrial insulation, asbestos abatement, and firestopping contractor in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Lopez v. Bonnie Plants, Inc.* (Santa Cruz County Superior Court Case No. 22CV02758), a wage and hour class action and representative PAGA brought on behalf of a employees of grower and seller of vegetable and herb plans in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Roos v. Spectra360, Inc.* (Alameda County Superior Court Case No. 22CV005271), a wage and hour class action and representative PAGA action brought on behalf of employees of

a distributor of plumbing, HVAC, and lighting products, in which Parker & Minne, LLP was appointed as class counsel in settlement.

- *Correa v. Financial Partners Credit Union* (Los Angeles County Superior Court Case No. 21STCV07183), a wage and hour class action and representative PAGA action brought on behalf of employees of a credit union, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Perez v. Sansum Clinic* (San Bernardino County Superior Court Case No. 23CV01312), a wage and hour class action and representative PAGA action brought on behalf of employees of a healthcare provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Abarca-Hernandez v. Highland Wholesale Foods, Inc.* (San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0004714), a wage and hour class action and representative PAGA action brought on behalf of employees of a grocery distributor, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Escobar v. Tierra Mia Coffee Company* (Los Angeles County Superior Court Case No. 18STCV07938), a wage and hour class action and representative PAGA Action brought on behalf of employees of chain of coffee shops, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Francis v. Bay Standard Manufacturing, Inc.* (Contra Costa Superior Court Case No. C23-02686) a wage and hour class action and representative PAGA action brought on behalf of manufacturing employees, in which Parker & Minne, LLP was appointed class counsel in settlement.
- *Vega-Felix v. Green Acres Nursery & Supply LLC* (Sacramento County Superior Court Case No. 34-2022-00327142-CU-OE-GDS), a wage and hour class action and representative PAGA action brought on behalf of gardening center employees, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Jordan v. One Medical Group, Inc.* (Alameda County Superior Court Case No. 23CV041507), a wage and hour class action and representative PAGA action brought on

behalf of employees of a healthcare services provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.

- *Delgado v. Akua Behavioral Health, Inc.* (Los Angeles County Superior Court Case No. 22STCV13591), a wage and hour class action and representative PAGA action brought on behalf of employees of a substance use and mental health services provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Nordman v. Bon Appetit Management Co.* (San Mateo County Superior Court Case No. 23-CIV-00188), a wage and hour class action and representative PAGA action brought on behalf of employees of a food service provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Williams v. Velo3D, Inc.* (Alameda County Superior Court Case No. 24CV070396), a wage and hour class action and representative PAGA Action on behalf of employees of a 3-D printing company, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Stroughter v. Kadence Healthcare, Inc.* (Sacramento County Superior Court Case No. 34-2022-00318799-CU-OE-GDS), a wage and hour class action and representative PAGA action on behalf of employees of a healthcare equipment provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Medrano v. Baney Corporation* (San Luis Obispo County Superior Court Case No. 21CV-0194), a wage and hour class action on behalf of employees of a hotel chain, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Hicks v. SSA Group, LLC* (San Francisco County Superior Court Case No. CGC-25-626988), a wage and hour class action on behalf of employees of a retail, admissions and dining services provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Helton v. Amee Bay, LLC* (San Diego County Superior Court Case No. 37-2022-00027268-CU-OE-CTL), a wage and hour class action and representative PAGA action on behalf of

employees of an engineering and technical services company, in which Parker & Minne, LLP was appointed as class counsel in settlement.

- *Ponce v. FXI, Inc.* (San Bernardino County Superior Court Case No. CIVSB2311714), wage and hour class action and representative PAGA action on behalf of employees of a producer of sleep products, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Wilson v. American First Credit Union* (Orange County Superior Court Case No. 30-2024-01391465-CU-OE-CSC), a wage and hour class action and representative PAGA action on behalf of credit union employees, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Thomas v. Raintree Systems, Inc.* (Riverside County Superior Court Case No. CVRI2405959), a wage and hour class action and representative PAGA action on behalf of employees of a medical software provider, in which Parker & Minne, LLP was appointed as class counsel in settlement.
- *Lomeli v. Environmental Alternatives* (Butte County Superior Court Case No. 23CV02958), a wage and hour class action and representative PAGA action on behalf of caregiving employees, in which Parker & Minne, LLP was appointed as class counsel in settlement.

21. Prior to opening Parker & Minne, LLP, I worked with a team of attorneys on a number of matters that were certified by way of contested class certification motions, including: *Behaein v. Pizza Hut, Inc.*, Los Angeles Superior Court Case No. BC541415 (certified wage and hour class action brought on behalf of hourly-paid fast food employees for alleged meal period, rest period, and expense reimbursement violations); *Garmendia v. Fortune Fashion Industries, LLC*, Los Angeles Superior Court Case No. BC389960 (certified wage and hour class action brought on behalf of hourly paid garment workers in the State of California); *Gutierrez v. Dynaflex Products*, Los Angeles Superior Court Case No. BC360704 (certified wage and hour class action brought on behalf of hourly paid manufacturing employees in the State of California); *ABM Industries Overtime Cases*, JCCP Case No. CJC-07-004502 (certified wage and hour class action brought on behalf of janitorial employees for

meal and rest period, split-shift, and reimbursement violations); and *Hines v. KFC U.S. Properties, Inc.*, S.D. Cal. Case No. 3:09-cv-02422, (certified wage and hour class action brought on behalf of hourly-paid fast food employees in the State of California).

22. In addition, I acted as the managing attorney at my prior firms in the following non-exhaustive list of cases that were certified for settlement purposes and/or where settlement of representative PAGA claims was approved: *Raquel Melara v. Los Palos Convalescent Hospital*, Los Angeles Superior Court Case No. BC385437; *Jeanette Delgado v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC391758; *Hector Arceo v. International Paper Co.*, Los Angeles Superior Court Case No. BC389721 ; *Brandon Waibl v. International Paper Co*., Los Angeles Superior Court Case No. BC428670; *Cheryl Luke v. The Sisters of Nazareth Los Angeles*, Los Angeles Superior Court Case No. BC572227; *Elizabeth Romero v. Jobbers Meat Packing Co., Inc.*, Los Angeles Superior Court Case No. BC499085; *Natividad Barrera v. La Jolla Cove Motel and Hotel Apartments*, San Diego County Superior Court Case No. 37-2014-00022715-CU-OE-CTL; *Gustavo Meza v. OldCastle BuildingEnvelope, Inc.*, Los Angeles County Superior Court Case No. BC523586; *Reina Arriaga v. Kitchell Corporation*, San Diego County Superior Court Case No. 37-2016-00034681-CU-OC-CTL; *Jose Manuel Garcia v. Crockett Graphics, Inc.*, Ventura County Superior Court Case No. 56-2016-00485262-CU-OE-VTA; *Manuel Sauceda v. Hussmann Corporation*, Los Angeles County Superior Court Case No. BC611159; *Hector Garcia v. Santa Victoria Investments*, Los Angeles County Superior Court Case No. BC562717; *Maria Guadalupe Ramirez v. Wing N Things, Inc.*, San Diego County Superior Court Case No. 37-2013-00040760-CU-OE-NC; *Ernesto Pintor v. Phil's BBQ of Point Loma, Inc*., San Diego County Superior Court Case No. 37-2015-00030542-CU-OE-CTL; *Mario Morales v. Western Pacific Pulp and Paper*, Los Angeles County Superior Court Case No. BC617544; *Ruth Fuentes v. Communications Test Design, Inc.*, San Bernardino County Superior Court Case No. CIVDS1802427; *Briana Fernandez v. Sumitomo Rubber North America*, San Bernardino County Superior Court Case No. CIVDS1803211; *Leandra Rodriguez v. The RealReal, Inc.*, San Francisco County Superior Court Case No. CGC-19-574661; *Miguel Montes v. Kindness General Contractors*, Orange County Superior Court Case No. 30-2018-01024338-CU-OE-CXC; *Yasmine Jennings v. Advantage Sales & Marketing LLC,* Los Angeles County Superior Court Case

No. BC696157; *Heriberto Aparicio v. Advantage Painting Solutions, Inc.*, San Bernardino County Superior Court Case No. CIVDS2013809; *Rocio Orozco v. ODW Logistics*, San Bernardino County Superior Court Case No. CIVDS2004281.

23. In addition to myself, my associate, Yasmin Wilber also expended time actively working on this matter. Ms. Wilber obtained a Bachelor of Arts degree from San Francisco State University in 2018 and a Juris Doctor degree from Southwestern Law School in 2024. She was admitted to practice law in California in May of 2025. Since graduating from law school, Ms. Wilber has focused on representing California employees in single-plaintiff matters, class actions, and representative PAGA actions. Ms. Wilber's work on such matters has included preparing pleadings, drafting motions and oppositions, conducting legal research, interviewing witnesses, making court appearances, attending mediation, and managing written discovery.

24. No one at Parker & Minne, LLP has any financial interest in the Settlement Administrator, Phoenix Settlement Administrator, which would create a conflict of interest.

25. After conducting diligent investigation and research, I am unaware of any other class, representative, or collective actions in any other court that assert claims that are similar to those alleged in the Action, or which may be impacted by the proposed Settlement.

ATTORNEY'S FEES

26. The Agreement allows for a fee award of up to 35% of the Gross Settlement Amount (i.e., $91,000.00). (Agreement, ¶¶ 1.17, 3.2.1.) Based on my experience, I believe the requested fee award is reasonable and is commensurate with: (1) the economic risk my firm and Mr. Hetzler's counsel took in commencing this action on a contingent basis; (2) the time, effort and expense dedicated to the cases; (3) the skill and determination this case has required; and (4) the result achieved for the LWDA and the Aggrieved Employees.

27. Parker & Minne, LLP invested a significant amount of time and resources into the case, with payment deferred to the end of the case, and entirely contingent on the outcome. The work performed by Parker & Minne, LLP during the course of the Actions, but is not limited to, the following: performing extensive independent investigation and research regarding Plaintiffs' claims, Defendant's potential defenses, and Defendant's business, operations, and employment policies,

practices and procedures; multiple meetings and discussions with Ms. Vasquez and review of documents provided by Ms. Vasquez; analyzing Plaintiffs' potential claims and developing a case strategy for trial; drafting the Complaint in the *Vasquez* Action; drafting Ms. Vasquez' PAGA notice letter to the LWDA; reviewing and revising the Second Amended Complaint in the *Hetzler* Action; meeting and conferring with Defendant's counsel on numerous occasions over issues related to the pleadings, case management, and formal and informal discovery; propounding formal discovery in Ms. Vasquez's arbitration proceedings, consisting of multiple sets of Special Interrogatories, Form Interrogatories, and Requests for Production of Documents; reviewing hundreds pages of documents produced by Defendant; extensively meeting and conferring with Defendant's counsel regarding deficiencies in Defendant's responses to Plaintiffs' discovery requests; revising Plaintiffs' mediation brief and exposure analysis; attending private mediation and engaging in settlement negotiations thereat; reviewing and revising the PAGA Settlement Agreement and the Settlement Cover Letter; and reviewing and revising the Motion for Approval and preparing declarations in support thereof. The time expended on these tasks was required to bring this matter to a successful conclusion on behalf of the State of California and Aggrieved Employees.

28. In addition to the time and effort expended by my office and Mr. Hetzler's counsel, substantial skill was necessary in order to successfully litigate the Actions. Reaching a settlement of this matter was not easy, and negotiations were hard fought. Defendant retained respected counsel, who are experienced in defending employers in complex wage and hour litigation. Defendant and its counsel felt strongly about Defendant's ability to prevail in this matter and, as discussed at length above, were prepared to mount several defenses that presented significant threats to Plaintiffs' ability to sustain their claims through arbitration, trial and appeals. My firm and Mr. Hetzler's counsel were able to address these defenses and secure the Settlement because of our substantial experience handling complex wage and hour litigation.

29. Additionally, the case was litigated on a purely contingent basis. Had my office and Mr. Hetzler's counsel been unsuccessful in prosecuting the Actions, the time we expended on the cases would have gone entirely uncompensated. My office and Mr. Hetzler's counsel have borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained in the Actions.

This contingent risk is a relevant factor when considering the reasonableness of the requested fee award.

30. The efforts of my firm and Mr. Hetzler's counsel have resulted in substantial benefits to the Sate of California and Aggrieved Employees in the form of a significant monetary fund established to hold Defendant accountable for the alleged wage and hour violations and to advance enforcement of California's labor laws. I believe that without the efforts of my firm and our co-counsel, the claims alleged in the Action would likely have gone without remedy.

31. Based on my experience, the requested fee award of 35% of the Gross Settlement Amount is within the range normally awarded in wage and hour class action and representative PAGA action litigation. The requested fee award of up to 35% was agreed to by Plaintiffs. The requested fee award was also fully disclosed to Aggrieved Employees in the Settlement Cover Letter. The LWDA is also being provided a copy of the Settlement and information regarding the requested fee award in conjunction with the filing of this Motion.

32. Thus, I submit that the requested fee award of 35% of the Gross Settlement Amount is appropriate in light of the excellent result achieved for the LWDA and Aggrieved Employees despite the substantial risks and difficulties described above.

33. Further, while the requested fee is a proper and commonly requested percentage of the common fund, the fee request is also justified under a lodestar analysis.

34. My current hourly billing rate is $850.00 per hour. The current hourly billing rate for my partner, Jill J. Parker, is also $850.00 per hour. The current hourly billing rate for my associate attorney, Yasmin Wilber, is $350.00 per hour.

35. I am informed and believe that the hourly rates requested by my firm are in line with the current market rates for attorneys with comparable experience and qualifications in complex wage and hour litigation. During the course of my practice, I have become familiar with the hourly rates charged by attorneys in complex wage and hour litigation in California, particularly in Los Angeles County where my firm is based. My knowledge and familiarity with such rates comes from a variety of sources including: (1) reviewing numerous fee applications, supporting declarations, and awards in other complex wage and hour cases; (2) extensive personal involvement in preparing fee applications

in complex wage and hour cases; (3) reviewing surveys and articles on attorneys' fees in newspapers, treatises, and journals; and (4) my independent research regarding attorney billing rates in employment cases. Based on this information, I believe the prevailing rates for work of this nature in Los Angeles County, where Parker & Minne, LLP is based, typically range from $300 per hour for junior associates to upwards of $1,000.00 for partners. Based on the foregoing, I believe that the requested hourly rates of $850.00 for myself and Ms. Parker and $350.00 for Ms. Wilber are well within the range of reasonable rates for attorneys of our skill, knowledge, experience, and ability.

36. As of the date of this declaration, Parker & Minne, LLP has spent 167.9 hours litigating the Actions, for a current lodestar of **$98,665.00**. The lodestar is based on the billable hours worked by each attorney at Parker & Minne at their customary hourly rates. Based on my experience, I estimate that my office and Mr. Hetzler's counsel will spend an additional 10 additional hours on the Action following approval of the Settlement, including monitoring the settlement payment process, answering questions from Aggrieved Employees, and providing a final accounting report to the Court.

37. A true and correct copy of a report detailing the time expended on the Action by Parker & Minne, LLP as of the date of this declaration is attached hereto as **Exhibit 2.** The standard practice at Parker & Minne, LLP is to maintain contemporaneous records of all attorney work performed, and to record such work in .1 hour increments.

38. I believe that the efforts of my office and our co-counsel have resulted in substantial benefits to the LWDA and Aggrieved Employees, in the form of a substantial settlement fund that will help facilitate enforcement of California's labor laws and deter non-compliance. I therefore respectfully submit that the requested fee award of 35% is reasonable given the result achieved and should be approved by the Court.

39. Parker & Minne, LLP and Justice for Workers, P.C. have agreed that any attorneys' fees awarded in this case will be split as follows: 70% to Justice for Workers, P.C. and 30% to Parker & Minne, LLP. (Agreement, ¶ 3.2.1.)

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PLAINTIFFS' COUNSEL'S COSTS

40. The Settlement provides for reimbursement of reasonable and actual costs and expenses incurred by Plaintiffs' Counsel, in an amount not to exceed $30,000.00.

41. To date, Parker & Minne, LLP has incurred a total of **$9,091.35** in costs and expenses in litigating the Actions. A true and correct copy of a report detailing the expenses incurred by Parker & Minne, LLP to date in the Actions is attached hereto as **Exhibit 3.** These expenses were reasonable and necessary in order to prosecute the Actions and to obtain the Settlement.

REPRESENTATIVE ENHANCEMENT PAYMENTS

42. The Settlement provides for Representative Enhancement Payments in the amount of $5,000.00 to each Plaintiff, for a total of $10,000.00. I believe that the requested Representative Enhancement Payments are imminently reasonable given the time and effort Plaintiffs spent on this case, the risk they assumed in acting as the named plaintiffs, and result obtained on behalf of the LWDA and Aggrieved Employees due to their actions. Plaintiffs have been actively involved in the prosecution of this Action, have kept themselves informed of the status of the Action, have participated in decisions related to the Action, and have taken actions throughout the litigation to ensure the Action was successfully prosecuted. Plaintiffs were readily available whenever my office or my co-counsel needed to speak with them and spent numerous hours speaking with my office and our co-counsel about their claims and experiences working for Defendant, monitoring the status of the case, and gathering and reviewing documents and evidence. The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without their participation.

43. Additionally, Plaintiffs assumed many risks in agreeing to put themselves on the public record as the named plaintiffs in a representative PAGA Action. As this Court is likely aware, prospective employers routinely conduct searches on job applicants. One type of search is to learn about applicants' litigation history. These searches are easy to run on the internet and relatively inexpensive. Thus, Plaintiffs assumed the risk that serving as the named plaintiffs in the Actions could adversely impact their future job opportunities, as they may be viewed as litigious by certain

prospective employers. Plaintiffs also faced the potential imposition of Defendant's costs if the lawsuit was unsuccessful. These are both significant concerns.

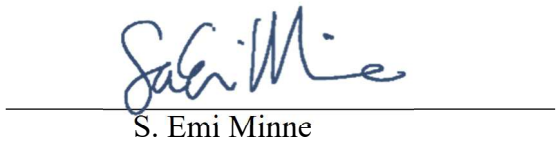
44. Additionally, Plaintiffs have agreed to a general release of all claims against Defendant and a waiver of California Civil Code § 1542. This is far broader than the release of claims by Aggrieved Employees.

45. The Action would not have been possible without the aid of Plaintiffs who put their own time and effort into the litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the other Aggrieved Employees and the LWDA. Indeed, by actively pursuing this action, Plaintiffs furthered California's public policy goal of enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior* Court (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy" that is specifically directed at the enforcement of California wage laws). As a result of Plaintiffs' actions, a significant and meaningful monetary settlement was recovered for the State of California and Aggrieved Employees. For these reasons, Courts routinely award incentive payments to named plaintiffs in representative PAGA Actions. See, e.g., *Stokes v. Exact Staff*, San Bernardino Superior Court Case No. CIVDS1924628, 2021 Cal. Super. LEXIS 156880, *2 (approving $15,000 enhancement awards to each of the PAGA plaintiffs); *Phillips v. Greenback Operations*, Sacramento Superior Court Case No. 34-2019-00257727-CU-OE-GDS, 2021 Cal. Super. LEXIS 108637, *3 (approving $10,000 enhancement award to PAGA plaintiff); *Leighton v. Real Real*, Los Angeles Superior Court Case No. 21STCV11208, 2023 Cal. Super. LEXIS 49178, *8 (approving $10,000 enhancement award to PAGA plaintiff); *Alcantar v. Chunwei, Inc.*, Los Angeles Superior Court Case No. 20STCV32662, 2022 Cal. Super. LEXIS 74739, *7 (finding $10,000 enhancement to PAGA plaintiff reasonable due to extensive involvement in case and release of individual claims)

46. For these reasons, I believe that Representative Enhancement Payments of $5,000.00 to each of the Plaintiffs are fair and reasonable to recognize Plaintiffs' active participation in the Actions, the risks they faced in bringing the Actions, and their general release of all claims against Defendant.

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

Executed on November 12, 2026, at Redondo Beach, California.



S. Emi Minne

EXHIBIT 1

PARKER & MINNE

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S. Emi Minne
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March 13, 2024

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Lynnora Vasquez v. Canyon Ridge Hospital, Inc.***

Dear Representative:

This office represents Lynnora Vasquez ("Claimant ") with respect to her claims under the California Labor Code against Canyon Ridge Hospital, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employer"). This letter is being sent simultaneously to Employer by certified mail.

Employer has employed Claimant since May of 2021, as an hourly-paid, non-exempt employee. During her employment with Employer, Claimant was employed as a Charge Nurse at Employer's location in Chino, California. Employer is a psychiatric facility that provides inpatient and out patient services to adolescents, adults, and seniors.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 246, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order") including, *inter alia*, IWC Wage Order No. 4. The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY WAGES OWED FOR ALL TIME WORKED

Employer has engaged in numerous unlawful practices which resulted in the failure to pay

Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 4 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 4 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work-related tasks before clocking in at the start of their shift; (3) perform work-related tasks after clocking out at the end of their shift; and (4) attend mandatory training sessions outside of their scheduled hours. Employer failed to compensate Claimant and other Aggrieved Employees for this off-the-clock work, in violation of California law. Employer also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable forms of remuneration.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code

§§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Claimant and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods. Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. On those occasions when Employer did pay meal period premiums, it failed to include all applicable forms of remuneration in the regular rate of compensation when calculating meal period premiums. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction

thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls and in-person verbal interruptions; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those

wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant

time period, Employer has failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, use of personal cell phones for work-related purposes. Accordingly, Employer violated IWC Order No. 4 and California Labor Code sections 2800 and 2802.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failing to properly calculate regular rates, and failing to accurately record all hours actually worked, Employer failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly,

Employer violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice of the alleged violations pursuant to California Labor Code section 2699.3, and specifically ask for an investigation of the alleged violations, or written notice if the agency does not intend to investigate the alleged violations. If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, it is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of herself, the State of California, and the Aggrieved Employees. Cal. Lab. Code § 2699.3(a)(2)(A).

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

PARKER & MINNE, LLP



S. Emi Minne, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

Canyon Ridge Hospital, Inc.
5353 G. St.
Chino, CA 91710

Canyon Ridge Hospital, Inc.
367 Gulph Rd.
King of Prussia, PA 19406

CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT 2

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
Attorney - S. Emi Minne					
1/18/2024	EM	Communication w/ L. Vasquez	1.00	$850.00	$850.00
1/19/2024	EM	Review documents from L. Vasquez	0.30	$850.00	$255.00
3/6/2024	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
3/6/2024	EM	Draft PAGA Notice	1.00	$850.00	$850.00
3/7/2024	EM	Communication w/ L. Vasquez	0.30	$850.00	$255.00
3/12/2024	EM	Revise & finalize PAGA Notice	0.60	$850.00	$510.00
6/4/2024	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
6/4/2024	EM	Draft PAGA Complaint	3.00	$850.00	$2,550.00
7/15/2024	EM	Review notice of CMC	0.10	$850.00	$85.00
7/29/2024	EM	Emails to/from OC A. Thomas re: e-service	0.20	$850.00	$170.00
8/15/2024	EM	Review Answer	0.50	$850.00	$425.00
11/4/2024	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
11/14/2024	EM	Review local guidelines for complex CMCs	0.50	$850.00	$425.00
11/14/2024	EM	Draft Jt CMC Statement	1.50	$850.00	$1,275.00
11/15/2024	EM	Emails to/from OC A. Thomas re: pre-CMC M&C	0.20	$850.00	$170.00
11/19/2024	EM	Review arbitration agreement	0.30	$850.00	$255.00
11/19/2024	EM	Call w/ OC A. Thomas re: pre-CMC M&C	0.20	$850.00	$170.00
12/4/2024	EM	Email to OC A. Thomas re: mediation	0.10	$850.00	$85.00
12/10/2024	EM	Review email from OC A. Thomas re: mediation	0.10	$850.00	$85.00
12/12/2024	EM	Email to OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
12/16/2024	EM	Emails to/from OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
12/19/2024	EM	Review notice of remote appearance	0.10	$850.00	$85.00
1/8/2025	EM	Communication w/ L. Vasquez	0.40	$850.00	$340.00
1/8/2025	EM	Review documents from L. Vasquez	0.30	$850.00	$255.00
1/9/2025	EM	Communication w/ L. Vasquez	0.40	$850.00	$340.00
2/3/2025	EM	Email to OC A. Thomas re: CMC Statement	0.10	$850.00	$85.00
2/4/2025	EM	Draft Jt CMC Statement	0.30	$850.00	$255.00
2/4/2025	EM	Review email from OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
2/4/2025	EM	Email to OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
2/5/2025	EM	Email to OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
2/6/2025	EM	Emails to/from OC A. Thomas re: Jt CMC Statement	0.20	$850.00	$170.00
2/11/2025	EM	Review motion to compel arbitration	0.30	$850.00	$255.00
2/12/2025	EM	Review Defendant's revisions to Jt CMC Statement	0.10	$850.00	$85.00
2/12/2025	EM	Emails to/from OC A. Thomas re: Jt CMC Statement	0.10	$850.00	$85.00
2/20/2025	EM	Prepare for CMC	0.20	$850.00	$170.00
2/21/2025	EM	Attended CMC	0.90	$850.00	$765.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
3/17/2025	EM	Review arbitration agreement	0.40	$850.00	$340.00
3/18/2025	EM	Draft opposition to motion to compel arbitration	1.50	$850.00	$1,275.00
3/18/2025	EM	Legal research re: motion to compel arbitration	0.50	$850.00	$425.00
3/27/2025	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
3/30/2025	EM	Draft opposition to motion to compel arbitration	5.00	$850.00	$4,250.00
3/31/2025	EM	Draft opposition to motion to compel arbitration	5.00	$850.00	$4,250.00
4/1/2025	EM	Revise & finalize opposition to motion to compel arbitration	2.00	$850.00	$1,700.00
4/9/2025	EM	Review email from OC A. Thomas re: telephonic M&C	0.10	$850.00	$85.00
4/9/2025	EM	Email to OC A. Thomas re: telephonic M&C	0.10	$850.00	$85.00
4/10/2025	EM	Telephonic meet & confer w/ OC A. Thomas re: motion to compel arbitraiton	0.20	$850.00	$170.00
4/11/2025	EM	Review Defendant's notice of meet & confer re: motion to compel arbitration	0.10	$850.00	$85.00
4/11/2025	EM	Review reply ISO motion to compel arbitration	0.00	$850.00	$0.00
4/11/2025	EM	Prepare for hearing on motion to compel arbitration	0.50	$850.00	$425.00
4/14/2025	EM	Appear for hearing on motion to compel arbitration	1.10	$850.00	$935.00
4/29/2025	EM	Review order on motion to compel arbitration	0.20	$850.00	$170.00
4/29/2025	EM	Email to OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/2/2025	EM	Emails to/from OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/7/2025	EM	Call w/ OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/16/2025	EM	Email to OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/21/2025	EM	Review email from OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/28/2025	EM	Emails to/from OC A. Thomas re: arbitration	0.20	$850.00	$170.00
5/30/2025	EM	Review email from OC A. Thomas re: arbitration	0.10	$850.00	$85.00
5/30/2025	EM	Email to OC A. Thomas re: arbitration	0.10	$850.00	$85.00
6/3/2025	EM	Emails to/from Judicate West re: arbitration	0.10	$850.00	$85.00
6/16/2025	EM	Review initial disclosures from arbitrator	0.20	$850.00	$170.00
6/26/2025	EM	Emails to/from Judicate West re: arbitration	0.20	$850.00	$170.00
6/26/2025	EM	Review emails from OC re: initial conference	0.10	$850.00	$85.00
6/27/2025	EM	Emails to/from Judicate West re: arbitration	0.10	$850.00	$85.00
7/28/2025	EM	Review email from Judicate West	0.10	$850.00	$85.00
7/30/2025	EM	Prepare for arbitration status conference	0.40	$850.00	$340.00
7/30/2025	EM	Prepare internal memorandum	0.20	$850.00	$170.00
7/30/2025	EM	Appear at arbitration scheduling conference	0.50	$850.00	$425.00
7/30/2025	EM	Emails to YW	0.20	$850.00	$170.00
7/30/2025	EM	Emails to/from OC A. Thomas re: discovery	0.20	$850.00	$170.00
8/1/2025	EM	Review email from Judicate West	0.10	$850.00	$85.00
8/1/2025	EM	Review CMO from arbitrator	0.20	$850.00	$170.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
8/1/2025	EM	Email to Judicate West	0.10	$850.00	$85.00
8/6/2025	EM	Review & revise RFPs, SROGs, PMQ notice (Arbitration)	1.50	$850.00	$1,275.00
8/6/2025	EM	Confer w/ YW	0.20	$850.00	$170.00
8/7/2025	EM	Review revisions to RFPs and Special Rogs	0.20	$850.00	$170.00
8/26/2025	EM	Review email from OC A. Thomas re: discovery extension	0.10	$850.00	$85.00
9/12/2025	EM	Emails to/from YW	0.10	$850.00	$85.00
9/22/2025	EM	Revise objections to Plaintiff's deposition	0.50	$850.00	$425.00
9/23/2025	EM	Review further revised deposition objections	0.10	$850.00	$85.00
9/23/2025	EM	Emails to/from YW	0.10	$850.00	$85.00
10/1/2025	EM	Review file	0.80	$850.00	$680.00
10/1/2025	EM	Email to YW	0.10	$850.00	$85.00
10/3/2025	EM	Revise Plaintiff's responses to SROGs	0.70	$850.00	$595.00
10/6/2025	EM	Revise Plaintiff's responses to SROGS, Set 1	1.50	$850.00	$1,275.00
10/8/2025	EM	Review & revise Plaintiff's responses to RFPs	1.50	$850.00	$1,275.00
10/8/2025	EM	Email to YW	0.20	$850.00	$170.00
10/13/2025	EM	Review email from OC A. Thomas re: mediation	0.10	$850.00	$85.00
10/13/2025	EM	Email to OC A. Thomas re: mediation	0.10	$850.00	$85.00
10/15/2025	EM	Call w/ OC A. Vasquez re: mediation	0.30	$850.00	$255.00
10/20/2025	EM	Review email from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
10/20/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
10/24/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
10/24/2025	EM	Call w/ W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
10/30/2025	EM	Review draft Jt CMC Statement	0.10	$850.00	$85.00
10/31/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
11/12/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
11/14/2025	EM	Review email from M. Perciavalle (OC's office)	0.10	$850.00	$85.00
11/17/2025	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
11/17/2025	EM	Communication w/ L. Vasquez	0.20	$850.00	$170.00
11/17/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
11/18/2025	EM	Attend CMC	1.60	$850.00	$1,360.00
11/20/2025	EM	Revise Plaintiff's responses to RFPs	0.50	$850.00	$425.00
11/20/2025	EM	Email to YW	0.10	$850.00	$85.00
11/24/2025	EM	Emails to/from OC A. Thomas re: mediation	0.20	$850.00	$170.00
12/1/2025	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
12/2/2025	EM	Emails to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
12/2/2025	EM	Call w/ W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
12/2/2025	EM	Emails to OC A. Thomas re:mediation	0.10	$850.00	$85.00
12/2/2025	EM	Emails to/from OC A. Thomas re: mediation	0.20	$850.00	$170.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
12/8/2025	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
12/9/2025	EM	Emails to/from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
1/5/2026	EM	Email to OC A. Thomas re: mediation	0.10	$850.00	$85.00
1/9/2026	EM	Email to OC A. Thomas re: mediation	0.10	$850.00	$85.00
1/12/2026	EM	Emails to/from OC A. Thomas re: discovery & mediation	0.30	$850.00	$255.00
1/12/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
1/22/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
1/22/2026	EM	Call w/ W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
1/23/2026	EM	Email to OC A. Thomas re: mediation & discovery	0.10	$850.00	$85.00
1/23/2026	EM	Emails to/from OC A. Thomas re: discovery & mediation	0.10	$850.00	$85.00
1/23/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
1/26/2026	EM	Review email from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
2/2/2026	EM	Communication w/ L. Vasquez	0.30	$850.00	$255.00
2/2/2026	EM	Communication w/ L. Vasquez	0.20	$850.00	$170.00
2/9/2026	EM	Review email from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
2/9/2026	EM	Review email from L. Beall (expert)	0.10	$850.00	$85.00
2/10/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
2/19/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
2/19/2026	EM	Review email from expert	0.10	$850.00	$85.00
2/19/2026	EM	Review email from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
2/19/2026	EM	Review & revise mediation brief	1.00	$850.00	$850.00
2/20/2026	EM	Review file	1.50	$850.00	$1,275.00
2/20/2026	EM	Revise mediation brief	0.50	$850.00	$425.00
2/20/2026	EM	Email to W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
2/23/2026	EM	Review email from W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
2/23/2026	EM	Review email from mediator's office	0.10	$850.00	$85.00
2/24/2026	EM	Email to OC A. Thomas re: discovery deadlines	0.10	$850.00	$85.00
2/24/2026	EM	Prepare for mediation	3.70	$850.00	$3,145.00
2/25/2026	EM	Attend mediation	8.90	$850.00	$7,565.00
2/25/2026	EM	Review mediator's proposal	0.10	$850.00	$85.00
3/5/2026	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
3/5/2026	EM	Communication w/ L. Vasquez	0.20	$850.00	$170.00
3/5/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
3/9/2026	EM	Review email from OC A. Thomas re: settlement	0.10	$850.00	$85.00
3/9/2026	EM	Email to OC A. Thomas re: settlement	0.10	$850.00	$85.00
3/16/2026	EM	Review & revise MOU	0.30	$850.00	$255.00
3/16/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
3/23/2026	EM	Email to OC A. Thomas re: MOU	0.10	$850.00	$85.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
3/30/2026	EM	Communication w/ L. Vasquez	0.10	$850.00	$85.00
3/30/2026	EM	Email to OC A. Thomas re: MOU	0.10	$850.00	$85.00
4/1/2026	EM	Review email from A. Thomas re: MOU	0.10	$850.00	$85.00
4/9/2026	EM	Email to OC S. Young-Agriesti re: MOU	0.10	$850.00	$85.00
4/15/2026	EM	Emails to/from OC S. Young-Agriesti re: MOU	0.20	$850.00	$170.00
4/17/2026	EM	Communication w/ L. Vasquez	0.20	$850.00	$170.00
4/21/2026	EM	Email to OC S. Young-Agriesti re: MOU	0.10	$850.00	$85.00
4/21/2026	EM	Emails to/from OC S. Young-Agriesti re: settlement	0.20	$850.00	$170.00
4/27/2026	EM	Emails to/from OC S. Young-Agriesti re: settlement	0.20	$850.00	$170.00
5/11/2026	EM	Review email from OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
5/11/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
5/12/2026	EM	Call w/ OC A. Thomas re: settlement	0.20	$850.00	$170.00
5/12/2026	EM	Review & revise long form settlement agreement	1.80	$850.00	$1,530.00
5/12/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.40	$850.00	$340.00
5/19/2026	EM	Review revisions to long form agreement by W. Sung & draft cover letter	0.30	$850.00	$255.00
5/19/2026	EM	Revise proposed second amended complaint	0.30	$850.00	$255.00
5/19/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.20	$850.00	$170.00
5/22/2026	EM	Further revise long form agreement	0.30	$850.00	$255.00
5/22/2026	EM	Email to OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
5/29/2026	EM	Communication w/ L. Vasquez	0.20	$850.00	$170.00
5/29/2026	EM	Email to OC A. Thomas re: settlement	0.10	$850.00	$85.00
6/11/2026	EM	Email to OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
6/12/2026	EM	Review email from OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
7/7/2026	EM	Email to OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
7/15/2026	EM	Review email from OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
7/15/2026	EM	Review OC's revisions to proposed SAC	0.20	$850.00	$170.00
7/15/2026	EM	Review OC's revisions to long form agreement & cover letter	0.20	$850.00	$170.00
7/15/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
7/15/2026	EM	Review file	0.30	$850.00	$255.00
7/17/2026	EM	Emails to/from W. Sung (counsel for Hetzler)	0.30	$850.00	$255.00
7/17/2026	EM	Email to OC A. Thomas re: long form agreement	0.10	$850.00	$85.00
7/30/2026	EM	Review proposed final long form agreement	0.30	$850.00	$255.00
7/30/2026	EM	Emails to/from OC A. Thomas re: long form agreement	0.20	$850.00	$170.00
7/30/2026	EM	Review email from OC S. Young-Agriesti re: SAC	0.10	$850.00	$85.00
7/30/2026	EM	Email to OC S. Young-Agriesti re: amended complaint	0.10	$850.00	$85.00
8/7/2026	EM	Emails to/from OC S. Agriesti re: long form agreement	0.20	$850.00	$170.00
8/7/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
8/14/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
8/27/2026	EM	Review stipulation to amend complaint in Hetzler action	0.10	$850.00	$85.00
9/18/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
10/7/2026	EM	Draft joint stipulation to dismiss action & proposed order	1.00	$850.00	$850.00
10/7/2026	EM	Emails to/from OC A. Thomas & S. Young-Agriesti re: stipulation to dismiss Vasquez action	0.30	$850.00	$255.00
10/7/2026	EM	Review email from OC S. Young-Agriesti re: dismissal	0.10	$850.00	$85.00
10/8/2026	EM	Email to W. Sung (counsel for Hetzler)	0.10	$850.00	$85.00
10/12/2026	EM	Review file	0.30	$850.00	$255.00
10/14/2026	EM	Review stipulation to continue CMC	0.10	$850.00	$85.00
10/16/2026	EM	Review fiile	0.50	$850.00	$425.00
11/12/2026	EM	Review email from YW	0.10	$850.00	$85.00
11/12/2026	EM	Revise Minne declaration ISO motion for approval; review & revise motion for approval	1.50	$850.00	$1,275.00
		Total - S. Emi Minne	79.80		$67,830.00

Attorney - Yasmin Wilber

3/19/2025	YW	Legal research re: arbitration	0.20	$350.00	$70.00
6/26/2025	YW	Review Judicate West arbitration rules	0.50	$350.00	$175.00
7/30/2025	YW	Review emails from EM	0.10	$350.00	$35.00
8/3/2025	YW	Draft initial written discovery requests	2.30	$350.00	$805.00
8/3/2025	YW	Communication w/ L. Vasquez	0.80	$350.00	$280.00
8/6/2025	YW	Confer w/ EM	0.20	$350.00	$70.00
8/5/2025	YW	Draft initial written discovery requests	2.30	$350.00	$805.00
8/6/2025	YW	Review Defendant's written discovery requests	1.50	$350.00	$525.00
8/6/2025	YW	Revise initia written discovery requests	1.00	$350.00	$350.00
8/7/2025	YW	Communication w/ L. Vasquez	1.70	$350.00	$595.00
8/7/2025	YW	Draft discovery cover letter	0.40	$350.00	$140.00
8/21/2025	YW	Draft Plaintiff's responses to SROGs	3.00	$350.00	$1,050.00
8/25/2025	YW	Draft Plaintiff's responses to SROGs	2.40	$350.00	$840.00
8/26/2025	YW	Communication w/ OC re: discovery responses	1.00	$350.00	$350.00
8/28/2025	YW	Draft responses to SROGs	1.20	$350.00	$420.00
8/29/2025	YW	Draft responses to SROGs	2.80	$350.00	$980.00
9/3/2025	YW	Draft responses to SROGS & RFPs	4.40	$350.00	$1,540.00
9/4/2025	YW	Draft responses to RFPs	3.10	$350.00	$1,085.00
9/4/2025	YW	Communication w/ L. Vasquez	0.10	$350.00	$35.00
9/5/2025	YW	Draft responses to RFPs	5.10	$350.00	$1,785.00
9/5/2025	YW	Communication w/ L. Vasquez	0.80	$350.00	$280.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
9/8/2025	YW	Draft responses to SROGS & RFPs; review documents from L. Vasquez	5.60	$350.00	$1,960.00
9/9/2025	YW	Draft responses to SROGS & RFPS	3.50	$350.00	$1,225.00
9/10/2025	YW	Revise responses to SROGS & RFPSs	6.10	$350.00	$2,135.00
9/12/2025	YW	Emails to/from EM	0.10	$350.00	$35.00
9/12/2025	YW	Communication w/ OC re: discovery responses	0.20	$350.00	$70.00
9/15/2025	YW	Reviewed deposition notice and RFPs	0.20	$350.00	$70.00
9/17/2025	YW	Draft objections to deposition notice and RFPs	1.10	$350.00	$385.00
9/18/2025	YW	Draft objections to deposition notice and RFPs	3.50	$350.00	$1,225.00
9/22/2025	YW	Draft objections to deposition notice and RFPs	1.20	$350.00	$420.00
9/23/2025	YW	Draft objections to deposition notice and RFPs	0.70	$350.00	$245.00
9/23/2025	YW	Emails to/from EM	0.10	$350.00	$35.00
10/1/2025	YW	Review email from EM	0.10	$350.00	$35.00
10/1/2025	YW	Review file; communication w/ L. Vasquez	3.50	$350.00	$1,225.00
10/8/2025	YW	Review email from EM	0.10	$350.00	$35.00
10/10/2025	YW	Revise responses to SROGS and RFPs	3.20	$350.00	$1,120.00
10/13/2025	YW	Revise responses to SROGS and RFPs	7.10	$350.00	$2,485.00
10/14/2025	YW	Finalize responses to SROGS & RFPSs	2.10	$350.00	$735.00
10/30/2025	YW	Draft Jt CMC Statement; email to OC re: Jt CMC Statement	0.90	$350.00	$315.00
10/31/2025	YW	Finalized Jt CMC Statement for filing	0.40	$350.00	$140.00
11/20/2025	YW	Review email from EM	0.10	$350.00	$35.00
11/21/2025	YW	Revised RFPD1 production	1.90	$350.00	$665.00
2/20/2026	YW	Review file; communication w/ L. Vasquez	1.00	$350.00	$350.00
2/24/2026	YW	Communication w/ L. Vasquez	0.20	$350.00	$70.00
3/9/2026	YW	Emailed OC re: stay on discovery deadlines pending approval of settlement	0.20	$350.00	$70.00
3/30/2026	YW	Communication w/ L. Vasquez	0.10	$350.00	$35.00
4/6/2026	YW	Communication w/ L. Vasquez	0.40	$350.00	$140.00
5/12/2026	YW	Communication w/ L. Vasquez	0.20	$350.00	$70.00
6/15/2026	YW	Draft stipulation to stay arbitration	0.80	$350.00	$280.00
6/16/2026	YW	Draft joint stip to stay arbitration, and sent to OC for review	0.40	$350.00	$140.00
6/18/2026	YW	Finalized stipulation to stay arbitration	1.00	$350.00	$350.00
6/22/2026	YW	Email to arbitration re: stipulation to stay arbitration	0.40	$350.00	$140.00
6/22/2026	YW	Review file; communication w/ L. Vasquez	0.20	$350.00	$70.00
7/30/2026	YW	Communication w/ L. Vasquez	1.10	$350.00	$385.00
10/8/2026	YW	Finalize joint stipulation to dismiss Vasquez Action	0.30	$350.00	$105.00
10/8/2026	YW	Draft Vasquez declaraiton ISO motion for approval	0.70	$350.00	$245.00
10/9/2026	YW	Draft Vasquez declaraiton ISO motion for approval	1.00	$350.00	$350.00

PARKER & MINNE, LLP

Attorney Time Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Atty	Description of Work Performed	Time	Rate	Total
10/12/2026	YW	Revise Vasquez declaraiton ISO motion for approval	0.30	$350.00	$105.00
10/14/2026	YW	Draft Minne declaration ISO motionn for approval	1.60	$350.00	$560.00
11/11/2026	YW	Draft Minne declaration ISO motionn for approval	1.50	$350.00	$525.00
11/12/2026	YW	Email to EM	0.10	$350.00	$35.00
		Total - Yasmin Wilber	88.10		$30,835.00
		GRAND TOTAL	**167.90**		**$98,665.00**

EXHIBIT 3

PARKER & MINNE, LLP

Expense Report

Vasquez v. Canyon Ridge Hospital, Inc. / Hetzler v. Canyon Ridge Hospital, Inc.

San Bernardino County Superior Court Case Nos. CIVSB2420772 and CIVSB2412550

Date	Expense Description	Payee	Amount
1/22/2024	Certified Mailings	USPS	$26.19
3/13/2024	Certified Mailings	USPS	$26.91
3/13/2024	LWDA Filing - PAGA Notice	LWDA	$75.00
6/12/2024	Court Filing	LDS	$12.31
6/20/2024	Court Filing	LDS	$12.31
7/3/2024	Court Filing	LDS	$465.77
7/15/2024	Court Filing	LDS	$17.72
7/17/2024	Service of Process	LDS	$82.40
8/5/2024	Court Filing	LDS	$17.72
2/13/2025	Court FIling	LDS	$18.69
2/19/2025	Courtcall	CourtCall	$72.00
4/1/2025	Courtesy Copy Delivery	LDS	$159.65
4/3/2025	Court FIling	LDS	$1,076.91
4/7/2025	Courtcall	CourtCall	$72.00
10/31/2025	Court Filing	LDS	$19.46
11/14/2025	Court Call	CourtCall	$72.00
2/2/2026	Mediation Fees	Signature Resolution	$4,950.00
2/23/2026	Expert Fees - Mediation Data Analysis	AttorneyTalk	$1,866.75
10/7/2026	Records Retrieval	SBSC	$6.27
10/13/2026	Court Filing	LDS	$41.29
		TOTAL	**$9,091.35**