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Attorneys for Plaintiff BRENT RAYMOND ABBOTT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BRENT RAYMOND ABBOTT, on behalf of
himself and all others similarly situated, and the
general public,

Plaintiff,

v.

WESTERN UNIVERSITY OF HEALTH
SCIENCES, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 24STCV09686

Assigned for all purposes to:

Hon. Carolyn Kuhl

Dept.: 12

**DECLARATION OF MARTA MANUS IN
SUPPORT OF MOTION FOR APPROVAL
OF THE PARTIES' PAGA SETTLEMENT
AGREEMENT**

Hearing Date: January 11, 2027

Time: 1:45 p.m.

Dept.: 12

Action filed: April 17, 2024

Trial date: None Set

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of the Parties' PAGA Settlement Agreement ("Settlement Agreement") under California Labor Code 2698 *et seq.* The Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

4. On April 17, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; and (7) unfair competition; and pursuant to California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and Cal. Bus. Code sections 17200 *et. seq.*, as well as failure to pay reporting time pay under the California Labor Code and applicable IWC Wage Orders, failure to pay proper sick pay under California Labor Code section 246, failure to pay vacation wages under California Labor Code section 227.3, and failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, failure to pay split shift premiums under IWC Wage Order Nos. 1-15, section 4. (“the Action”).

1 5. On April 17, 2024, Plaintiff filed a claim online with the California Labor & Workforce
2 Development Agency (the “LWDA”) pursuant to Labor Code § 2699.3(a)(1) and gave notice to
3 Defendants (“PAGA Notice”). The PAGA Notice is attached hereto as **Exhibit 2**. The PAGA
4 Notice sought civil penalties and alleged claims against Defendant for violations of the Labor Code
5 alleged in the Action. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff
6 that it intended to investigate Plaintiff’s allegations.

7 6. On June 28, 2024, Plaintiff filed a First Amended alleging an eighth cause of action for
8 civil penalties under the PAGA, Labor Code § 2698, *et seq.* The First Amended Complaint is the
9 operative complaint in the Action (the “Operative Complaint”). On October 24, 2024, the Court
10 ordered the class claims dismissed and Plaintiff’s individual Labor Code and PAGA claims to
11 arbitration while Plaintiff’s non-individual PAGA representative claims remained stayed in Court.
12 Therefore, the only remaining cause of action in the Operative Complaint is for civil penalties
13 under the PAGA.

14 7. The Parties met and conferred about the claims and issues in this case, including the
15 existence of an arbitration agreement between the Parties, and agreed to explore the resolution of
16 the representative component of the case through mediation with a highly respected mediator. On
17 May 8, 2026, the Parties mediated this matter before Steve Rottman, Esq., a well-respected
18 employment law mediator, and reached a settlement.

19 8. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and
20 circumstances underlying the pertinent issues and the law applicable thereto. This required
21 thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary
22 research into the various legal issues involved in the case. After conducting our initial
23 investigation, we determined that Plaintiff’s claims were well-suited to proceed on a representative
24 basis owing to what appeared to be a common course of conduct affecting a similarly situated
25 group of employees.

26 9. After initiating the Action, the Parties met and conferred about the claims and issues in
27 this case, including the existence of an arbitration agreement between the Parties and thereafter
28 agreed to explore the resolution of the representative component of the case through mediation

1 with a highly respected mediator. Prior to mediation, Defendant a 10% sampling of pertinent
2 payroll, timekeeping, and other data for Plaintiff and the Aggrieved Employees.

3 10. The information and data exchanged by Plaintiff and Defendants prior to and during
4 mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties'
5 respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula
6 for distribution of civil penalties among the PAGA Group that took into consideration the strength
7 of the PAGA claims.

8 **SETTLEMENT NEGOTIATIONS AND TERMS**

9 11. On May 8, 2026, the Parties attended an all-day mediation with Steve Rottman, Esq.
10 During mediation, the Parties exchanged further information and discussed all aspects of the case,
11 including Plaintiff's claims, Defendant's defenses, procedural challenges in this case, and the
12 prospects of further litigation. The Parties recognized that the issues presented in the Action are
13 likely only to be resolved with extensive and costly pretrial and trial proceedings and that further
14 litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate
15 to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the
16 outcome inherent in any litigation in representative actions such as this one.

17 12. With the assistance of a highly respected wage and hour mediator, the Parties agreed to
18 the general terms for settling this Action and negotiated and executed the long-form Settlement
19 Agreement.

20 13. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate,
21 and reasonable resolution of the Action, and the Parties arrived at the Settlement after extensive,
22 arm's-length negotiations, considering all relevant present and potential factors. PAGA Counsel
23 believes that the Settlement confers real benefits upon the State and Aggrieved Employees and
24 that an independent review of the Settlement by the Court in the approval process will confirm this
25 conclusion.

26 14. The Settlement defines "Aggrieved Employee(s)" as: all hourly, non-exempt employees
27 employed by Defendant Western University of Health Sciences, who worked during at least one
28 pay period during the period defines as April 17, 2023, to July 3, 2026 (the "PAGA Period").

(Exhibit 1, ¶ 1.5.) The PAGA Period is defined as the period from April 17, 2023, through July 3, 2026. (Exhibit 1, ¶ 1.20.)

15. Based on its records, Defendant's representation that the approximately 1,500 Aggrieved Employees worked approximately 47,000 pay periods as of the day of mediation. (Exhibit 1, ¶ 4.1.) If the actual total number of pay periods worked by Aggrieved Employees during the PAGA Period should exceed the foregoing representation of 47,000 pay periods by more than fifteen percent (15%) (i.e. greater than 54,050), then the PAGA Settlement Amount shall be proportionally increased (i.e., if the pay periods increase by seventeen percent (17%), the PAGA Settlement Amount would increase by two percent (2%)). (*Id.*)

16. The Settlement Agreement requires Defendants to pay the total sum of One Hundred Thousand Dollars and Zero Cents (\$587,500.00) (the "Gross Settlement Amount"). Defendant shall fund the Gross Settlement Amount of the PAGA Resolution, in the amount of Five Hundred Eight-Seven Thousand Five Hundred Dollars and Zero Cents (\$587,500.00) as follows: (1) the first half of the Gross Settlement Amount of the PAGA Resolution shall be placed in a Qualified Settlement Fund administrated by an agreed upon claims administrator, within thirty (30) days after the Court enters an order approving the PAGA settlement agreement; and (2) the second half of the Gross Settlement Amount of the PAGA Resolution shall be placed in the same Qualified Settlement Fund no sooner than July 3, 2027. Should the Court approve the PAGA settlement agreement on or after July 3, 2027, then Defendant will fund the full amount of the Gross Settlement of the PAGA Resolution within thirty days after the Court enters an order approving the PAGA settlement agreement. The Gross Settlement Amount will be allocated as follows, pending Court approval:

- a) Attorneys' fees in the amount of **\$195,833.33** ("PAGA Counsel Fees Payment") and actual litigation costs in the amount of **\$28,264.17** ("PAGA Counsel Litigation Expenses Payment");
- b) The PAGA Representative Enhancement Award to Plaintiff of not more than **\$5,000.00**
- c) Administration costs of **\$7,946.00** to be paid to the Settlement Administrator,

Rust Consulting, Inc. (“Rust”), for sending notices and for calculating settlement shares and preparing all checks and mailings (“Administration Expenses Payment”); and

- d) The remainder of the Maximum Settlement Amount after deducting the above costs (“Net Settlement Amount”) is approximately **\$350,456.50** and shall be designated as the “PAGA Settlement Payment” to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% (\$262,842.37) being paid to the LWDA (“LWDA Payment”) and 25% (\$87,614.13) being paid to the PAGA Group on a pro-rata basis as (“Individual PAGA Payment(s)”). The average Aggrieved Employee Payment Share to the PAGA Group will be approximately \$58.41 (\$87,614.13 divided by 1,500 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation).

17. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm’s length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement and Amendments was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF THE CASE IN LIGHT OF THE SETTLEMENT AMOUNT

18. Plaintiff alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code § 2699, specifically, Plaintiff alleges that Defendant:

- Failed to pay all minimum wages and overtime for “off-the-clock” work, including

1 requiring Aggrieved Employees to undergo pre-shift Covid screenings, responding to
2 emails and/or phone calls, and performing work-related tasks from Defendant while off
3 the clock. Additionally, Plaintiff alleges that Defendant engaged in time shaving
4 practices that reduced the actual hours worked by the Aggrieved Employees. For
5 example, while Defendant's electronic clock-in and clock-out system captured
6 Plaintiff's time to the minute, Plaintiff reports that the hours reported on his paystubs
7 reflected rounded-up hours.

- 8 • Failed to provide Aggrieved Employees with compliant meal periods because their
9 meal periods, when provided, were frequently interrupted due to pressing work
10 demands and by their supervisor.
- 11 • Failed to provide Aggrieved Employees with compliant rest periods, as they frequently
12 received interrupted, shortened, or no rest periods at all. Specifically, Defendant
13 provided rest periods untimely or for shortened durations due to the heavy work
14 demands and interruptions by their supervisors.
- 15 • Failed to pay Aggrieved Employees for all accurate overtime, vacation pay, sick pay,
16 and meal break premiums by failing to include any bonuses, shift differentials or other
17 remuneration in the regular rate of pay.
- 18 • Failed to reimburse Aggrieved Employees for necessary work-related expenses
19 incurred, such as using their personal cellular phones to contact and email supervisors,
20 and their personal vehicles for work-related activities.
- 21 • Failed to issue accurate itemized wage statements, including the failure to include all
22 hours worked by Aggrieved Employees.
- 23 • Failed to timely pay all wages earned by and owed to Aggrieved Employees at the time
24 of separation from employment.

25 19. Defendant denied and continues to deny all the claims made by Plaintiff in this Action
26 and contends that it acted at all relevant times in conformance with the law. Defendant contends
27 that Plaintiff and Aggrieved Employees were paid for all hours worked and that Defendant did not
28 require Plaintiff and Aggrieved Employees to work beyond their scheduled shifts; that Defendant

provided Plaintiff and Aggrieved Employees with compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiff and/or Aggrieved Employees and not at the request of Defendant or due to work requirements; that Defendants paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business-related expenses for which they were not reimbursed. Defendant further contends that their above defenses are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of herself and other PAGA Group for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of \$100 per violation applies in the absence of a determination that a violation actually occurred.

21. Plaintiff estimated that the theoretical maximum exposure on the PAGA claim is \$4,700,000, calculated by multiplying the total estimated number of PAGA Pay Periods of 47,000 by \$100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation) and assumes liability could be established for each underlying alleged Labor Code violation. Although Plaintiff estimated maximum potential

1 exposure of approximately \$4.7 million, that figure does not represent the realistic settlement value
2 of the case. Rather, it represents a theoretical maximum that assumes virtually every material fact
3 and legal issue will ultimately be resolved in Plaintiff's favor. For purposes of evaluating the
4 reasonableness of the Settlement, Plaintiff reasonably applied an 80% risk adjustment of the
5 maximum, resulting in a risk-adjusted PAGA valuation of approximately \$940,000.00.

6 22. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
7 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
8 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
9 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
10 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
11 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
12 ("There is no authority that "would permit double recovery of essentially the same penalties.")

13 23. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the
14 maximum civil penalty amount specified by this part if, based on the facts and circumstances of
15 the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
16 or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing
17 PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks*
18 *Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that
19 resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v.*
20 *McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to
21 \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from
22 \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-
23 RGK (OPx) (87% reduction from \$2.8 million to \$375,000).).

24 24. In departing from the \$100/pay period calculation to arrive at the \$587,500.00
25 Maximum Settlement Amount in this case, Plaintiff considered what the realistic potential
26 exposure could be and why the Court may reduce any eventual recovery at its discretion, including
27 Defendant's defenses to the claims and the potential manageability issues with PAGA claims at
28 trial. Based on those considerations, Plaintiff concluded that a discount would have to be applied

1 to the maximum potential exposure to arrive at the settlement amount.

2 25. The Gross Settlement Amount of \$587,500.00 is **62.5%** of the adjusted calculated
3 exposure of \$940,000.00. From PAGA Counsel's review of the facts, strengths, and weaknesses
4 of the case and the risks and delays posed by further litigation, PAGA Counsel believes that the
5 recovery for the State and the Aggrieved Employees is fair and reasonable.

6 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

7 26. PAGA Counsel is requesting a PAGA Counsel Fees Payment in the amount of
8 \$195,833.33 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$28,264.17
9 for litigation costs incurred in prosecuting the Action. D.Law, Inc.'s cost log for this matter is
10 attached hereto as **Exhibit 3**. The Parties, in their Settlement Agreement, agreed to actual and
11 reasonable litigation costs and expenses incurred to prosecute the Action for PAGA Counsel
12 Litigation Expenses Payment, which Defendants do not oppose. The lion's share of these costs
13 was incurred in connection with mediation, and the others listed were all reasonably incurred and
14 necessary to the prosecution of this Action.

15 27. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
16 substantial work they have put into this case and the risk they assumed by taking it in the first
17 place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated
18 work that they have already done and for all the work they will continue to do in carrying out and
19 overseeing the notification to the Aggrieved Employees, communicating with the Aggrieved
20 Employees regarding their claims, and assisting in the administration of the Settlement if it is
21 approved.

22 28. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
23 and cost of litigation associated with this Action on a pure contingency basis. As a result, PAGA
24 Counsel have yet to receive any compensation for the amount of time and money invested in the
25 case to date.

26 29. Contingent-fee cases present the very real risk of working hundreds if not thousands of
27 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
28 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the

1 out-of-pocket expenses incurred on the Plaintiff's behalf. And the prospect of a court-awarded fee
2 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
3 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
4 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
5 are always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that
6 the client may accept without ensuring that we receive a reasonable fee or changes in the law that
7 substantially affect the merits of the case, or other uncertainties involving the client. Finally, there
8 is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket
9 expenses. If that money were to be invested in some sort of financial investment, one would expect
10 a reasonable rate of return on that investment. Here, however, the best we can hope to recover is
11 our money, and then only if we are substantially successful; if we are not, all or part of this
12 "investment" can be lost.

13 30. PAGA Counsel is well acquainted with the contingent fee market throughout California,
14 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
15 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives
16 in class-action and PAGA suits. Many of those agreements required that counsel receive a fee
17 under certain scenarios that exceed thirty-five percent of the recovery. PAGA Counsel's recent
18 attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35% of the
19 recovery.

20 31. PAGA counsel in contingency-fee cases have received attorneys' fees equal to or greater
21 than one-third of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super.
22 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
23 an overtime-exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County Super. Ct., Case
24 No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%;
25 in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the
26 Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County
27 Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime*
28 (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a

40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to Plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

32. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, employment handbooks, Plaintiff's personnel file, relevant policies, and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendants at the mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **1122** hours of attorney time in this matter. I have invested at least **16.4** hours for a total of **\$20,122.80** in attorneys' fees (\$1,227/hr. x 13.40 hours = \$16,441.80). Senior David Keledjian invested approximately **29.20** hours for a total of **\$34,368.40** (\$1,177/hr. x 29.20 hours = \$34,368.40). Senior Attorney Enoch J. Kim has invested at least **1** hour for a total of **\$1,350.00** (\$1,350/hr. x 1 hour = \$1,350.00). Associate Attorney Norayr Zakaryan invested approximately **33.70** hours for a total of **\$18,838.30** in attorneys' fees (\$559/hr x 33.70 hours = \$18,838.30). Associate Attorney Kevin Burns has invested **27.70** hours for a total of **\$16,897.00** (\$610/hr. x 27.70 hours = \$16,897.00). Associate Attorney Samantha Smith has invested 14 hours for a total of \$20,608.00 (\$1,472/hr. x 14 hours = \$20,608.00). Therefore, PAGA Counsel has collectively incurred **122** hours and **\$112,184.50** in fees. This amount does not include 17.9 hours of litigation support, and an additional \$5,756.30. Attached hereto as **Exhibit 4** are the Time Records for PAGA Counsel.

33. The below table summarizes PAGA Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs See Exhibit 3
Marta Manus	16.4	\$20,122.80	
David Keledjian	29.20	\$34,368.40	

Enoch Kim	1.0	\$1,350.00	
Norayr Zakaryan	33.70	\$18,838.30	
Kevin Burns	27.70	\$16,897.00	
Samantha Smith	14	\$20,608.00	
Total:	122	\$112,184.50	\$28,264.17

34. In light of the foregoing, the PAGA Counsel Fees Payment request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

35. PAGA Counsel requests fees of \$195,833.33, which results in a modest multiplier of 1.7.

EXPERIENCE AND VIEWS OF COUNSEL

36. D.Law (formerly known as Davtayan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

37. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the PAGA Group in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

38. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,

BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6*

1 *Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF*
2 *Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868),
3 *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693),
4 *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-
5 CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda,
6 HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa
7 Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in
8 San Bernardino, CIVDS1915743), *Viridi v. Absolute Security International* (Superior Court of
9 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of
10 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
11 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
12 among others.

13 24. Attorney Enoch J. Kim is Senior Counsel at D.Law, where he manages the class
14 action and PAGA settlement department. Mr. Kim was admitted to the California Bar in
15 December 2008. He received his J.D. from Pepperdine University School of Law and B.S. from
16 University of Southern California. Since graduating from law school, Mr. Kim has dedicated
17 virtually his entire career on the practice of employment law. Mr. Kim has practiced employment
18 law from the plaintiff's side, defense side, and from an in-house position. He has significant
19 experience specifically working on wage and hour class actions from the plaintiff's side as well
20 as the defense side, with the majority of his experience coming from the plaintiff's side.
21 Consistent with hourly billing rates for attorneys with Mr. Kim's experience, his hourly billing
22 rate is \$1,350.00 per hour.

23 39. I am an Associate Attorney at D.Law. I graduated from California Western School of
24 Law in 2008 and was admitted to practice law in California that same year. I have been
25 exclusively litigating wage and hour class action and PAGA representative cases since 2008. I
26 am admitted to practice before all U.S. District Courts in California, the Fourth District Court of
27 Appeal, and the U.S. Court of Appeals for the Ninth District. I am also admitted to practice law
28 in the State of Washington. I have extensive experience litigating complex class action and

1 representative action cases. Consistent with hourly billing rates for attorneys with my experience,
2 my hourly billing rate is \$1,227.00 per hour.

3 40. Attorney David Keledjian is Senior Counsel at D.Law and he manages his own
4 complex litigation team. Mr. Keledjian was admitted to the California Bar in December 2016.
5 Mr. Keledjian received his J.D. from Trinity Law School and B.A. from California State
6 University of Fullerton. Since graduating from law school, Mr. Keledjian has dedicated virtually
7 his entire career on the practice of employment law. Mr. Keledjian has practiced employment
8 law from both the plaintiff's side and defense side. Mr. Keledjian has significant experience
9 specifically working on wage and hour class actions from the plaintiff's side, with the majority
10 of his experience coming from representing employees and obtaining significant settlements on
11 their behalf. During his career, Mr. Keledjian has represented employees in over 100 wage-and-
12 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern
13 and Northern Districts of California), and he has obtained six and seven figure settlements
14 against a range of defendants, including Fortune 500 companies. These cases have involved the
15 gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid
16 wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay
17 timely wages - similar to claims at issue in the present matter. Mr. Keledjian is experienced in
18 prosecuting employment matters, particularly class actions. In addition to the present case, he is
19 also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in
20 various state and federal jurisdictions throughout California. Consistent with hourly billing rates
21 for attorneys with Mr. Keledjian's experience, his hourly billing rate is \$1,177.00 per hour.

22 41. Attorney Norayr Zakaryan received his bachelor's degree from the University of
23 California, Los Angeles in 2017 and his Juris Doctorate degree from the University of California
24 College of the Law, San Francisco (formerly known as UC Hastings) in 2024. Since starting his
25 professional career, he has focused on plaintiff's side employment law and has been appointed as
26 class and PAGA counsel in other wage and hour settlements in California state court. Consistent
27 with hourly billing rates for attorneys with Mr. Keledjian's experience, his hourly billing rate is
28 \$559.00 per hour.

1 42. I have also reviewed the files and billable records for former Associate Attorney
2 Kevin Burns. Mr. Burns received his dual bachelor's degree in economics and public policy from
3 University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law
4 School, Los Angeles in 2023. During law school, he served as staff editor for the Loyola of Los
5 Angeles Law Review, President of the Loyola Sports Law Association, and Vice President
6 during Loyola's first year of partnership with Parents, Educators/Teachers, and Students in
7 Action (PESA). Since law school he has devoted his practice exclusively to wage and hour
8 employment matters, including class actions and PAGA actions. Mr. Burns was admitted to the
9 California State Bar in December 2023. Consistent with hourly billing rates for attorneys with
10 Mr. Burns' experience, his hourly billing rate is \$610.00 per hour.

11 43. I have also reviewed the files and billable records for former Associate Attorney
12 Samantha Smith. Ms. Smith graduated from the University of California, Davis in 1999 with a
13 Bachelor of Arts degree in Political Science with an emphasis in Public Service. She earned her
14 Juris Doctor degree from the University of California, Hastings, now known as the University of
15 California, College of Law, San Francisco, in 2003. Since graduating law school, Ms. Smith's
16 practice has been focused primarily on complex class action litigation, with an emphasis on
17 consumer and wage-and-hour class actions. Consistent with hourly billing rates for attorneys
18 with Ms. Smith's experience, her hourly billing rate is \$1,472.00 per hour.

19 44. The collective experience of the D.Law attorneys in litigating employment wage and
20 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
21 of a case, and generally negotiating fair and reasonable class and representative action settlements.
22 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
23 here.

24 45. In sum, PAGA Counsel are experienced in employment class action and PAGA
25 litigation and are adequate to represent the PAGA Group in the instant action.

26 **SETTLEMENT ADMINISTRATION AND NOTICE**

27 46. The Parties agreed to use Rust Consulting, Inc. as the third-party Settlement
28 Administrator in this case. Rust will be responsible for updating PAGA Group's addresses, mailing

1 a notice of Settlement, and calculating and distributing the settlement checks, among other duties.
2 Rust capped its fees at \$7,946.00 for administering the Settlement and based on PAGA Counsel's
3 experience in other class and PAGA settlements, Rust's costs for administering this Settlement are
4 fair and reasonable. Attached hereto as **Exhibit 5** is the Declaration of Eric Bishop of Rust
5 Consulting, Inc.

6 47. The Administrator will mail the Aggrieved Employee Payment Share, along with a letter
7 entitled Notice of the PAGA Representative Action Settlement ("PAGA Notice of Settlement") to
8 the PAGA Group. The PAGA Notice of Settlement includes, among other things, an explanation
9 of PAGA, a description of the allegations in the Action and the scope of released claims, and a
10 statement of the Maximum Settlement Amount and payment allocations from the Maximum
11 Settlement Amount. The PAGA Notice of Settlement, which will also be translated into Spanish,
12 if necessary, is attached hereto as **Exhibit 6**.

13 48. My office submitted the proposed Settlement and the Motion to the LWDA. Attached
14 hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received from
15 the LWDA after the submission of the Settlement.

16 49. The Parties are not aware of any class or other representative action in any other court
17 that asserts claims similar to those alleged in the action being settled.

18 **PAGA REPRESENTATIVE ENHANCEMENT AWARD**

19 50. The request for the PAGA Representative Enhancement Award of \$5,000 for Plaintiff
20 Brent Raymond Abbott is reasonable given the exceptional result achieved on behalf of the
21 Aggrieved Employees and the State. The PAGA Representative Enhancement Award is based on
22 the time and effort Plaintiff invested in this case, the risks Plaintiff incurred in filing and
23 prosecuting this case, the significant benefit of the Settlement obtained by Plaintiff on behalf of
24 the Aggrieved Employees and the State, and all other factors presented to the Court and set forth
25 in Plaintiff's Declaration in support of Plaintiffs' Motion for Approval.

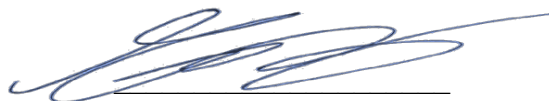
26 51. PAGA Representative Abbott has worked hard at every step of this litigation,
27 remaining in contact with PAGA Counsel's office throughout the litigation and the settlement
28 process. The PAGA Representative provided all documents in his possession and answered

1 questions. He identified relevant witnesses and spoke with other employees regarding their
2 experiences working for Defendant. Mr. Abbott also reviewed numerous pages of documents,
3 participated in the mediation, and reviewed settlement documents. The PAGA Representative
4 has helped with all aspects of this litigation and has been diligent and acted above and beyond
5 what is expected of a representative throughout all stages of the litigation, up to and including
6 through approval of the Settlement.

7 52. There are few individuals who are willing to act as a representative and provide the
8 work, diligence, and willingness to assume a substantial risk should the defendant prevail in the
9 case. Here, Plaintiff's willingness to assume the financial risk is significant. California law states
10 that the losing party must pay the prevailing party's cost. As such, if Plaintiff had not prevailed
11 in this case, Plaintiff potentially would have been subjected to a cost award in the amount of tens
12 of thousands of dollars. Further, the requested PAGA Representative Enhancement Award of
13 \$5,000 is only approximately 0.85% of the Gross Settlement Amount obtained by Plaintiff on
14 behalf of the Aggrieved Employees and the State. Accordingly, based on all of the above factors,
15 the PAGA Representative Enhancement Award of \$5,000 is reasonable and should be approved.
16 Based on the Plaintiff's contribution and service to the case and the Aggrieved Employees, the
17 PAGA Representative Enhancement Award of \$5,000 is reasonable and should be approved.

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

20 Executed this September 3, 2026, at San Diego, California.

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22 

23 Marta Manus, Esq.
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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Brent Raymond Abbott (“Plaintiff”) and Defendant Western University of Health Sciences (“Defendant” or “Western”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging violation of the Labor Code pursuant to PAGA against Defendant captioned *Brent Raymond Abbott v. Western University of Health Sciences, et al.* initiated on April 17, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No: 24STCV09686.
- 1.2 “Administrator” means Rust Consulting 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 “Agreement” means this Settlement Agreement.
- 1.5 “Aggrieved Employee” means all hourly, non-exempt employees employed by Defendant Western University of Health Sciences, who worked during at least one pay period during the period defines as April 17, 2023, to July 3, 2026 (the “PAGA Period”).
- 1.6 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked during the PAGA Period.
- 1.7 “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.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defense Counsel” means David M. Lester, Esq. and Joshua N. Lange, Esq., of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.10 “Effective Date” means the date when the Court’s order approving the PAGA

Resolution and entering judgment thereon (“Judgment”) becomes final. For purposes of the settlement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the date the Court enters Judgment; (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

- 1.11 “Gross Settlement Amount” means \$587,500.00, which is the amount Defendant agrees to pay subject to Paragraph 8 below. 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, the PAGA Representative Enhancement Award, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means an 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.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “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, PAGA Enhancement Award, and the Administration Expenses Payment. The remainder is Net Settlement Amount to be paid as PAGA Penalties to Aggrieved Employees as Individual PAGA Payments and to the LWDA as the LWDA PAGA Payment.
- 1.17 “PAGA Counsel” means David Keledjian, Svetlana Hovhannisyan, Enoch J. Kim, and Marta Manus of D.LAW, Inc., the attorneys representing the Plaintiff in the Action.
- 1.18 “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.
- 1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Sanger Skilled Care for at least one day during the PAGA Period.
- 1.20 “PAGA Period” means the period from April 17, 2023, to July 3, 2026.
- 1.21 “PAGA Representative Enhancement Award” means the payment of \$5,000.00 to the PAGA Representative for initiating the Action and providing services in support of the

Action.

- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.23 “PAGA Notice” means Plaintiff’s April 17, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a) (LWDA #: LWDA-CM-1022872-24).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25 “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
- 1.26 “Plaintiff” means Brent Raymond Abbott, the named plaintiff in the Action.
- 1.27 “Plaintiff’s Individual Settlement Payment” means a separate payment of \$7,500.00 to Plaintiff in exchange for Plaintiff’s general release of his individual claims, not subject to Court approval. This PAGA Settlement is contingent on Plaintiff signing and not revoking the separate settlement and general release agreement for Plaintiff’s Individual Settlement Payment. Plaintiff’s individual Settlement is not included in the Gross Settlement Amount.
- 1.28 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.29 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.30 “Released Parties” means Defendant Western University of Health Sciences, as referenced herein and as released in the settlement, will include Western University of Health Sciences and each of its past and present divisions, affiliates, parents, subsidiaries, predecessors, successors, joint ventures, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants.
- 1.31 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On April 17, 2024, Plaintiff on behalf of himself and all others similarly situated, and the general public, filed a Class Action Complaint against Defendant in a lawsuit currently pending in Los Angeles County Superior Court, Case No. 24STCV09686, alleging claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay

hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; and (7) unfair competition; and pursuant to California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and Cal. Bus. Code sections 17200 et. seq., as well as failure to pay reporting time pay under the California Labor Code and applicable IWC Wage Orders, failure to pay proper sick pay under California Labor Code section 246, failure to pay vacation wages under California Labor Code section 227.3, and failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, failure to pay split shift premiums under IWC Wage Order Nos. 1-15, section 4. On June 28, 2024, Plaintiff filed his First Amended Complaint to add a claim for civil penalties under the Private Attorneys General Act (“PAGA”) on an individual and non-individual representative basis on behalf of alleged Aggrieved Employees (“First Amended Complaint”).

2.2 On November 20, 2024, the Court ordered the class claims dismissed and Plaintiff’s individual Labor Code and PAGA claims to arbitration (“Plaintiff’s Individual Claims”), while Plaintiff’s non-individual PAGA representative claims remained stayed in Court (“PAGA Claims” or “the Action”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies all liability for the causes of action alleged.

2.3 On April 17, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4 On December 20, 2024, Plaintiff submitted Plaintiff’s Individual Claims to arbitration with the American Arbitration Association, AAA Case No. 01-24-0009-2575.

2.5 On May 8, 2026, the Parties participated in an all-day with an experienced wage and hour mediator, Steve Rottman, Esq. and agreed to resolve the Action.

2.6 Prior to mediation, Plaintiff obtained informal discovery from Defendant including a 10% sampling of pertinent payroll, timekeeping, and other data for Plaintiff and the Aggrieved Employees.

2.7 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. The Gross Settlement Amount equals \$587,500.00. Defendant has no obligation to pay any portion of the Gross Settlement Amount payment prior to the deadline stated in Paragraph 4.3 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 Plaintiff: PAGA Representative Enhancement Award to the PAGA Representative of not more than \$5,000.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Enhancement Award that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a PAGA Representative Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount (equal to \$195,833.33) and PAGA Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses incurred to prosecute the Action, subject to Court approval. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff 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 Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be paid as PAGA Penalties, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately **1,500** Aggrieved Employees who worked a total of approximately **47,000** PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 calendar days of the Court's Approval Order, 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 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Administrator shall not share the Aggrieved Employee Data with Plaintiff or PAGA counsel. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount of the PAGA Resolution, in the amount of Five Hundred Eight-Seven Thousand Five Hundred Dollars and Zero Cents (\$587,500.00) as follows: (1) the first half of the Gross Settlement Amount of the PAGA Resolution shall be placed in a Qualified Settlement Fund administrated by an agreed upon claims administrator, within thirty (30) days after the Court enters an order approving the PAGA settlement agreement; and (2) the second half of the Gross Settlement Amount of the PAGA Resolution shall be placed in the same Qualified Settlement Fund no sooner than July 3, 2027. Should the Court approve the PAGA settlement agreement on or after July 3, 2027, then Defendant will fund the full amount of the Gross Settlement of the PAGA Resolution within thirty days after the Court enters an order approving the PAGA settlement agreement. None of the Gross Settlement Amount will be payable before Court approval and the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all

Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Enhancement Award, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the 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. The Administrator will send the Notice of Settlement, attached hereto as **Exhibit A**, along with the Individual PAGA Payments to the Aggrieved Employees.

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 calendar 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.

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. Such payments also shall not affect the regular rate of pay for any such person.

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

5.1 Release by Plaintiff and Aggrieved Employees:

Plaintiff agrees on behalf of himself, and as private attorney general acting on behalf of the State of California, and all other Aggrieved Employees, to release the Released Parties of all claims for PAGA civil penalties, as alleged, or reasonably could have been alleged, in the PAGA Letter and the First Amended Complaint, which shall include claims for PAGA civil penalties for alleged violation of (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide

accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; (7) failure to pay reporting time pay; (8) failure to pay proper sick pay, (9) failure to pay vacation wages; (10) failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, and (11) failure to pay split shift premiums, under California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 (“PAGA Released Claims”). PAGA Released Claims shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Letter and First Amended Complaint as it relates to the underlying California Labor Code claims referenced above, including any interest, statutory and civil penalties, attorneys’ fees, costs, in connection to Plaintiff’s claims for PAGA civil penalties during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff and PAGA Counsel will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s and PAGA Counsel’s Responsibilities. Plaintiff and PAGA Counsel 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 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Order Granting Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents,

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

7. SETTLEMENT ADMINISTRATION.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE

Based on its records, Defendant's representation that the approximately 1,500 Aggrieved Employees worked approximately 47,000 pay periods as of the day of mediation. If the actual total number of pay periods worked by Aggrieved Employees during the PAGA Period should exceed the foregoing representation of 47,000 pay periods by more than fifteen percent (15%) (i.e. greater than 54,050), then the PAGA Settlement Amount shall be proportionally increased (i.e., if the pay periods increase by seventeen percent (17%), the PAGA Settlement Amount would increase by two percent (2%)).

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party. It is an integrated agreement.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of 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 Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality/No Publicity. 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. Plaintiff and her counsel will maintain this Settlement as confidential and not publicly disclose the same, except as set forth in this Agreement. There will be no direct or indirect comment or publication by Plaintiff or her counsel of the Settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content (except as noted below), social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of the Settlement and the related awards of attorneys' fees and costs, or to direct communications between Plaintiff's counsel and Plaintiff or Aggrieved Employees in the Action. In response to any media inquiry, Plaintiff's counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.
- 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 Defendant 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, Plaintiff 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:

Plaintiff	Defendant
<u>D.Law, Inc.</u> David Keledjian d.keledjian@d.law Norayr Zakaryan n.zakaryan@d.law Enoch Kim e.kim@d.law Marta Manus m.manus@d.law 250 N Madison Ave, 2nd Floor Pasadena, CA 91101 Telephone: (818) 962-6465 Fax: (818) 962-6469	<u>Atkinson, Andelson, Loya, Ruud & Romo</u> David M. Lester David.Lester@aalrr.com Joshua N. Lange Joshua.Lange@aalrr.com 12800 Center Court Drive, Suite 300 Cerritos, CA 90703 Telephone: (562) 653-3200 Fax: (562) 653-3333

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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: 7/22/2026

PLAINTIFF BRENT RAYMOND ABBOTT

By:  Signed by:
9C486F3A89374B7...

Brent Raymond Abbott

Dated: _____

DEFENDANT WESTERN UNIVERSITY OF
HEALTH SCIENCES

By: _____

NAME:

TITLE:

APPROVED AS TO FORM AND CONTENT:

DATED: 7/23/2026



Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: _____

David M. Lester, Esq.
Joshua N. Lange, Esq.
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO
Counsel for Defendant Western University of
Health Sciences

Dated: _____

PLAINTIFF BRENT RAYMOND ABBOTT

By: _____

Brent Raymond Abbott

Dated: 07/27/2026

DEFENDANT WESTERN UNIVERSITY OF
HEALTH SCIENCES

By: 

NAME: Joshua McFarlen

TITLE: CFO and Treasurer

APPROVED AS TO FORM AND CONTENT:

DATED: _____

Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: 7/28/26



David M. Lester, Esq.
Joshua N. Lange, Esq.
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO
Counsel for Defendant Western University of
Health Sciences

EXHIBIT A

[MAILING DATE]

NOTICE OF SETTLEMENT

Re: *Brent Raymond Abbott v. Western University of Health Sciences, et al.*
Superior Court of the State of California, County of Los Angeles, Case No: 24STCV09686

[ADMIN INFO]

Dear Western University of Health Sciences Current or Former Employee:

A settlement was reached between Plaintiff Brent Raymond Abbott and Defendant Western University of Health Sciences, et al. (“Defendant”) in the lawsuit referenced above (the “Action”). The purpose of this Notice is to advise you as to why you will receive a portion of the settlement. The settlement fully and finally resolves the Action.

On [DATE], the Court issued an Order approving settlement of the claim Plaintiff, a former employee of Defendant, brought against Defendant pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for civil penalties for alleged violations of certain provisions of the California Labor Code relating to, among other things, non-payment of wages, non-compliance with meal and rest period requirements, non-compliant wage statements, and failure to comply with record-maintenance requirements. Defendant denies these allegations, denies any wrongdoing of any kind associated with these allegations, and is confident that it has strong legal and factual defenses to these claims.

The Court has made no determination about Plaintiff’s allegations asserted in the Action. The Court has determined that there is sufficient evidence to suggest that the settlement is fair, adequate, and reasonable, and it has approved the settlement. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

The employees eligible to receive a payment (“Individual PAGA Payment”) under this settlement are defined as:

All hourly, non-exempt employees employed by Defendant Western University of Health Sciences, who worked during at least one pay period during the period defines as April 17, 2023, to July 3, 2026 (the “PAGA Period”), (hereafter “Aggrieved Employees” or individually “Aggrieved Employee.”).

The enclosed check represents your Individual PAGA Payment, which was calculated as your pro-rata (i.e., proportional) share of the penalties based on a formula that considered the total number of pay periods you worked at any time from April 17, 2023, to July 3, 2026. This payment is allocated as 100% penalties and will be reported on an IRS Form 1099 MISC, if required.¹ Your check is valid for **180 days** from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

State of California Controller's office in the name of the Aggrieved Employee who did not cash the check within 180 days.

Plaintiff agrees on behalf of herself, and as private attorney general acting on behalf of the State of California, and all other Aggrieved Employees, to release Defendant Western University of Health Sciences, and each of its past and present divisions, affiliates, parents, subsidiaries, predecessors, successors, joint ventures, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants. (the "Released Parties") from all claims for PAGA civil penalties, as alleged, or reasonably could have been alleged, in the PAGA Letter and the First Amended Complaint, which shall include claims for PAGA civil penalties for alleged violation of (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; (7) failure to pay reporting time pay; (8) failure to pay proper sick pay, (9) failure to pay vacation wages; (10) failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, and (11) failure to pay split shift premiums, under California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 ("PAGA Released Claims"). PAGA Released Claims shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Letter and First Amended Complaint as it relates to the underlying California Labor Code claims referenced above, including any interest, statutory and civil penalties, attorneys' fees, costs, in connection to Plaintiff's claims for PAGA civil penalties during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims. (the "Released Claims").

The settlement is intended to be effective as a bar to all Released Claims. Plaintiff and the LWDA are forever barred and enjoined from instituting or prosecuting, either directly or indirectly, individually, collectively, and/or representatively, any Released Claim. The final judgment entered pursuant to this settlement binds the Aggrieved Employees who shall be bound by the judgment in any action brought by the LWDA with respect to the Released Claims against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Claim that arose during the PAGA Period.

There is no statutory right for Aggrieved Employees to object, opt out or otherwise exclude themselves from this Settlement.

DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

If you have any questions concerning this settlement, please contact the Settlement Administrator, [ADMIN NAME], at [ADMIN PHONE #]. If your check is lost or misplaced, you should contact Settlement Administrator immediately to request a replacement.

EXHIBIT 2

April 17, 2024

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

WESTERN UNIVERSITY OF HEALTH SCIENCES

309 E. Second Street
Pomona, CA 91776
Certified Mail Tracking Number: 9414 8112 0620 4337 6530 45

WESTERN UNIVERSITY OF HEALTH SCIENCES

c/o Simone Miller
Agent for Service of Process
309 E. Second Street
Pomona, CA 91776
Certified Mail Tracking Number: 9414 8112 0620 4337 6500 13

LWDA Case No.: LWDA-CM-1022872-24

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Brent Abbott v. Western University of Health Sciences***

Gentlepersons:

This office represents Plaintiff Brent Abbott (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, Western University of Health Sciences, and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein.



The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees"). However, with regard to the allegations under Labor Code § 226(a) *only*, Plaintiff expands the scope and definition of the Aggrieved Employees to all employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. By way of example, Aggrieved Employees were systemically required to arrive to work early (before clocking in) and/or stay late (after clocking out) in order to finish up necessary work related tasks. Defendants similarly expected Aggrieved Employees to respond to call and text messages at all times, including while off the clock and on breaks. Aggrieved Employees were also systemically required to fill out COVID related questionnaires prior to starting their shifts. The foregoing time it took for Aggrieved Employees to participate in these activities was uncompensated working time under the direction and control of Defendants, for which no wages were paid.

Upon information and belief, Defendants discouraged Aggrieved Employees from incurring overtime. Plaintiff felt pressured by management and work demands placed upon him to work off the clock, and feared being terminated if he did otherwise. Upon information and belief, the other Aggrieved Employees were subjected to similar common policies and practices and were subjected to similar off the clock work requirements.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants also had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take lawful meal periods in compliance with California Law. Specifically, due



to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods altogether, and/or prior to the completion of their fifth hour of work. Additionally, the uncompensated pre-shift duties, discussed herein, further delayed Aggrieved Employees' meal periods to commence after to the completion of the fifth and tenth hours of work.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy and practice of not scheduling each meal period as part of each work shift; and (2) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload.

Similarly, Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; and (2) Defendants' policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload. Thus, Aggrieved Employees were consistently denied of their rest breaks.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their regular rates of pay for each meal and rest period denied.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendants' employ. Specifically, Aggrieved Employees were required to use their personal cell phones and vehicles for work related purposes. Aggrieved Employees were not reimbursed for these necessary work-related expenses.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a).

Finally, Defendants have had a consistent policy of failing to pay all wages due and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders 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.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. By way of example, Aggrieved Employees were systemically required to arrive to work early (before clocking in) and/or stay late (after clocking out) in order to finish up necessary work related tasks. Defendants similarly expected Aggrieved Employees to respond to call and text messages at all times, including while off the clock and on breaks. Aggrieved Employees were also systemically required to fill out COVID related questionnaires prior to starting their shifts. The foregoing time it took for Aggrieved Employees to participate in these



activities was uncompensated working time under the direction and control of Defendants, for which no wages were paid.

Defendants also failed to pay Aggrieved Employees “premium pay” wages, i.e. one hour of wages at each Class Member’s effective hourly rate of pay, for each meal period and/or rest break that Defendants failed to provide or deficiently provided. As a result, Aggrieved Employees were not fully compensated for all hours worked.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). The other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight (8) hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.



Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off-the-clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off-the-clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take lawful meal periods in compliance with California Law. Specifically, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods altogether and/or prior to the completion of their fifth hour of work. Additionally, the uncompensated pre-shift duties, discussed herein, further delayed Aggrieved Employees' meal periods to commence after to the completion of the fifth and tenth hours of work.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy and practice of not scheduling each meal



period as part of each work shift; and (2) Defendants' policy and practice of requiring putative Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; and (2) policy and practice of requiring Aggrieved Employees to continue working through their rest breaks due to the excessive workload. Thus, Aggrieved Employees were consistently denied of their rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees



were required to use their personal cell phones and vehicles for work related purposes. Aggrieved Employees were not reimbursed for this necessary work-related expense in violation of Labor Code § 2802.

Defendants systematically and uniformly failed to reimburse this lawful and necessary work related expense or loss incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements, as required by the Labor Code.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees he seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."



Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not accurately recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records accurately showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*



Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked, and failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 204, 223, 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 246, 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain and produce employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§



226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(f) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within 60 days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

A handwritten signature in blue ink, appearing to read 'David Yeremian', written over the printed name.

David Yeremian

Cc: Western University of Health Sciences, by Certified Mail

EXHIBIT 3

Abbott v. Western University of Health Sciences

Litigation Costs

Service Date	Details	Provider	Amount
8/18/2023	Personnel Records Request	USPS	\$7.18
4/17/2024	Summons and Complaint	Proceed	\$1,493.71
4/17/2024	LWDA Letter	LWDA	\$75.00
5/7/2024	Process Serving for Western University of Health Sciences	Proceed	\$92.70
7/1/2024	First Amended Complaint	Proceed	\$15.66
8/9/2024	Joint Status Conference Report	Proceed	\$15.66
9/18/2024	Notice of Change of Address	Proceed	\$15.66
11/1/2024	Opposition of Mtn to Compel Arbitration	Proceed	\$17.25
11/5/2024	System Access Fee August - October 2024)	Case Anywhere LLC	\$146.37
12/20/2024	Arbitration Initiation Fee	American Arbitration Association	\$350.00
2/5/2025	System Access Fee (November - January 2025)	Case Anywhere LLC	\$147.00
3/5/2025	System Access Fee (February 2025)	Case Anywhere LLC	\$49.00
4/4/2025	System Access Fee (March 2025)	Case Anywhere LLC	\$49.00
4/9/2025	Deposit for Arbitrators Compensation	American Arbitration Association	\$3,600.00
5/2/2025	System Access Fee (Apr 2025)	Case Anywhere LLC	\$49.00
6/2/2025	System Access Fee (May 2025)	Case Anywhere LLC	\$49.00
7/1/2025	System Access Fee (June 2025)	Case Anywhere LLC	\$49.00
8/4/2025	System Access Fee (July 2025)	Case Anywhere LLC	\$49.00
9/2/2025	System Access Fee (August 2025)	Case Anywhere LLC	\$49.00
10/1/2025	System Access Fee (September 2025)	Case Anywhere LLC	\$49.00
10/10/2025	Joint Status Report Re Arbitration and Order to Show Cause Hearing (	Proceed	\$17.34
11/3/2025	System Access Fee (October 2025)	Case Anywhere LLC	\$61.00
11/6/2025	Sanctions Regarding not Fling Joint Case Management Statement	Superior Court of California, County of Los Angeles	\$250.00
12/1/2025	System Access Fee (November 2025)	Case Anywhere LLC	\$49.00
1/2/2026	System Access Fee (December 25)	Case Anywhere LLC	\$49.00
1/29/2026	Mediation Invoice	Steven J. Rottman, Pc	\$17,000.00
2/2/2026	System Access Fee (January 2026)	Case Anywhere LLC	\$49.00
3/2/2026	System Access Fee (February 2026)	Case Anywhere LLC	\$49.00
4/1/2026	System Access Fee (March 2026)	Case Anywhere LLC	\$49.00
5/1/2026	System Access Fee (April 2026)	Case Anywhere LLC	\$49.00
6/1/2026	System Access Fee (May 2026)	Case Anywhere LLC	\$49.00
6/2/2026	Notice of Change of Handling Attorney	Proceed	\$17.34
7/1/2026	System Access Fee (June 2026)	Case Anywhere LLC	\$61.00
7/29/2026	Notice of Settlement	Proceed	\$17.34
8/1/2026	System Access Fee (July 2026)	Case Anywhere LLC	\$55.00
8/4/2026	Expert Mediation Analysis	Berger Consulting Group	\$3,942.50
8/13/2026	Joint Status Conference Report	Proceed	\$17.34
FUTURE	Motion for PAGA Approval of Settlement	Proceed	\$79.44
FUTURE	Decl of Class Admin re Final Distribution	Proceed	\$17.34
FUTURE	Ntc of Entry of Final Order & Judgment	Proceed	\$17.34

Total \$ 28,264.17

EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Norayr Zakaryan	33.7	\$ 559.00	\$ 18,838.30
David Keledjian	29.2	\$ 1,177.00	\$ 34,368.40
Kevin Burns	27.7	\$ 610.00	\$ 16,897.00
Samantha Smith	14	\$ 1,472.00	\$ 20,608.00
Marta Manus	16.4	\$ 1,227.00	\$ 20,122.80
Enoch Kim	1	\$ 1,350.00	\$ 1,350.00
Total	122		\$ 112,184.50

Paralegal	Total Time	Rate	Total Billable Amount
Jonathan Morataya	12.2	\$ 332.00	\$ 4,050.40
Brent Insua	1.8	\$ 332.00	\$ 597.60
Jordan Floyd	1.5	\$ 277.00	\$ 415.50
Anne Beuttel	1	\$ 305.00	\$ 305.00
Katheryn Perez	0.8	\$ 277.00	\$ 221.60
Janet Linares	0.6	\$ 277.00	\$ 166.20
Total	17.9		\$ 5,756.30

Grand Total	Total Time		Total Billable Amount
Attorneys	122		\$ 112,184.50
Paralegals	17.9		\$ 5,756.30
Total	139.9		\$ 117,940.80

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
bbott v. Western University of Health Science	3/21/2024	1.2	David Keledjian	Review of case file and all docs for claim and theories of liability.
bbott v. Western University of Health Science	3/21/2024	1.3	Kevin Burns	Drafted class complaint for review.
bbott v. Western University of Health Science	3/27/2024	7	Samantha Smith	research/analysis of case file, potential claims, defendant entities; begin draft complaint
bbott v. Western University of Health Science	3/28/2024	0.2	Kevin Burns	Tried to reach client on phone, followed up with email to plan conversation to confirm timing of violations as to ensure to overlap with previous settlement.
bbott v. Western University of Health Science	3/28/2024	7	Samantha Smith	research claims, related cases, prior settlements; draft and finalize complaint; draft and finalize PAGA letter; circulate for review/comment
bbott v. Western University of Health Science	3/29/2024	0.1	Kevin Burns	Tried to call client again to confirm dates of violations.
bbott v. Western University of Health Science	4/1/2024	0.2	Kevin Burns	Tried to reach client again to discuss issues, prepared letter to send to client for failure to communicate.
bbott v. Western University of Health Science	4/5/2024	0.8	Kevin Burns	Discussed plan, began drafting letter to client.
bbott v. Western University of Health Science	4/16/2024	0.4	Kevin Burns	Spoke with client to confirm dates of violations
bbott v. Western University of Health Science	4/16/2024	0.4	Kevin Burns	Drafted MIA letter to client so we can file complaint.
bbott v. Western University of Health Science	4/17/2024	0.7	Jordan Floyd	Draft/revise re file Summons and Complaint with the Court.
bbott v. Western University of Health Science	4/17/2024	1.2	Kevin Burns	Reviewed complaint facts and allegations after speaking with client and confirming timing. Tasked filing of complaint and PAGA letter.
bbott v. Western University of Health Science	4/23/2024	0.2	Kevin Burns	Updated case info in case status sheet, checked court docket.
bbott v. Western University of Health Science	4/29/2024	0.1	Kevin Burns	Case check in, checked court docket.
bbott v. Western University of Health Science	5/13/2024	0.1	Kevin Burns	Notated ISC date and proof of service.
bbott v. Western University of Health Science	5/22/2024	0.2	Kevin Burns	Emailed response to OC about responsive pleading deadline after FAC is filed.
bbott v. Western University of Health Science	5/22/2024	0.3	Kevin Burns	Emailed OC drafted stipulation and let them know they need to file. Did final review of stipulation before sending.
bbott v. Western University of Health Science	5/22/2024	0.3	Kevin Burns	Spoke briefly with OC on phone about extending responsive pleading deadline and about joint stipulation to extend until after FAC is filed. Drafted joint stipulation for review and sending to OC to file.
bbott v. Western University of Health Science	5/22/2024	0.1	Kevin Burns	Case audit and strategy discussion.
bbott v. Western University of Health Science	5/28/2024	0.1	Kevin Burns	Reviewed emails from OC
bbott v. Western University of Health Science	5/29/2024	0.2	Kevin Burns	Internal discussions and email to OC about joint stipulation
bbott v. Western University of Health Science	6/7/2024	0.1	Kevin Burns	Updated case info and OC contact in notes.
bbott v. Western University of Health Science	6/13/2024	0.7	Kevin Burns	Drafted FAC.
bbott v. Western University of Health Science	6/14/2024	0.1	Kevin Burns	Case check-in.
bbott v. Western University of Health Science	6/28/2024	0.1	Kevin Burns	Case update and task FAC filing.
bbott v. Western University of Health Science	7/1/2024	0.1	Kevin Burns	Emailed OC that Plaintiff will not stipulate to arbitration.
bbott v. Western University of Health Science	7/17/2024	0.2	Katheryn Perez	Upload conformed FAC and upload LWDA website. Update excel sheet.
bbott v. Western University of Health Science	7/23/2024	0.1	Kevin Burns	Updated case notes, checked emails.
bbott v. Western University of Health Science	7/25/2024	0.1	Kevin Burns	Case update meeting and review.
bbott v. Western University of Health Science	8/2/2024	0.2	Katheryn Perez	Check docket & RL - upload conformed copy.
bbott v. Western University of Health Science	8/7/2024	1.1	Kevin Burns	Drafted joint report.
bbott v. Western University of Health Science	8/7/2024	1	Kevin Burns	Reviewed arbitration agreement and did research on armendariz factors.
bbott v. Western University of Health Science	8/8/2024	0.3	Katheryn Perez	Update case information on case sheet
bbott v. Western University of Health Science	8/8/2024	0.9	David Keledjian	Review and analysis of arbitration agreement.
bbott v. Western University of Health Science	8/8/2024	0.7	David Keledjian	Review and revise Joint Report
bbott v. Western University of Health Science	8/9/2024	0.2	Kevin Burns	Reviewed Defendant additions to joint report, tasked filing.
bbott v. Western University of Health Science	8/16/2024	0.8	Kevin Burns	Prep, appearance for, and follow up for CMC.
bbott v. Western University of Health Science	8/19/2024	0.3	Kevin Burns	Case check-in and deadline confirmation.
bbott v. Western University of Health Science	8/23/2024	0.2	Kevin Burns	Case check-in for caseanywhere order.
bbott v. Western University of Health Science	8/23/2024	0.7	Kevin Burns	Call with OC and reviewed case information, prepared arbitration-only discovery.
bbott v. Western University of Health Science	8/27/2024	0.1	Jordan Floyd	Manage data/files re retrieve and upload minute order from court.
bbott v. Western University of Health Science	8/27/2024	0.1	Jordan Floyd	Communicate (other external) re set up initiation of case with CaseAnywhere via email.
bbott v. Western University of Health Science	8/27/2024	0.1	Jordan Floyd	Communicate (other outside counsel) re confirm with opposing counsel service list for CaseAnywhere via email.
bbott v. Western University of Health Science	8/27/2024	0.1	Jordan Floyd	Communicate (other outside counsel) re details to sign up for CaseAnywhere via phone call.
bbott v. Western University of Health Science	9/9/2024	0.2	Kevin Burns	Reviewed status of discovery requests sent to defendant.
bbott v. Western University of Health Science	9/20/2024	0.1	Kevin Burns	Case check-in.
bbott v. Western University of Health Science	10/4/2024	0.3	Kevin Burns	Case check-in and update, reviewed discovery.
bbott v. Western University of Health Science	10/10/2024	0.1	Katheryn Perez	Upload conformed copy.
bbott v. Western University of Health Science	10/15/2024	0.3	Kevin Burns	Reviewed discovery responses for second set of inspections.
bbott v. Western University of Health Science	10/30/2024	2.1	David Keledjian	Review of Defendant's Motion to Compel Arbitration and supporting papers and authority.
bbott v. Western University of Health Science	10/30/2024	4.6	Kevin Burns	Drafting opposition to motion to compel arbitration.
bbott v. Western University of Health Science	10/31/2024	3.2	David Keledjian	Review and revise opp. to Motion to Compel Arb
bbott v. Western University of Health Science	10/31/2024	1.4	Kevin Burns	Finished revising and fixing opposition to motion to compel.
bbott v. Western University of Health Science	10/31/2024	3.1	Kevin Burns	Finished drafting opposition to motion to compel.
bbott v. Western University of Health Science	12/10/2024	0.8	David Keledjian	Review and revise Arbitration Demand
bbott v. Western University of Health Science	12/10/2024	0.7	Kevin Burns	Drafted arbitration demand.
bbott v. Western University of Health Science	2/3/2025	0.8	Kevin Burns	Reviewed AAA case, invoice information, deadlines to submit forms.
bbott v. Western University of Health Science	3/13/2025	0.2	Brent Insua	Saved AAA Documents into Neos and Dropbox Arbitration Folder. Calendar Arb Management Conference.
bbott v. Western University of Health Science	3/13/2025	0.2	Kevin Burns	Case check-in.
bbott v. Western University of Health Science	3/24/2025	0.1	Kevin Burns	Reviewed case status, calendared hearing date.
bbott v. Western University of Health Science	3/25/2025	0.3	Brent Insua	Updated State Case Info, and Counsel info.
bbott v. Western University of Health Science	4/2/2025	0.3	Kevin Burns	Reviewed emails from OC, responded and set up time to call.
bbott v. Western University of Health Science	4/3/2025	0.4	Kevin Burns	Meet and confer call with OC regarding joint scheduling report for arbitration.
bbott v. Western University of Health Science	4/7/2025	0.9	Kevin Burns	Appearance at arbitration scheduling conference.
bbott v. Western University of Health Science	4/9/2025	0.1	Brent Insua	Confirmed FAC was uploaded to LWDA.
bbott v. Western University of Health Science	4/10/2025	0.4	David Keledjian	Review of Scheduling Order
bbott v. Western University of Health Science	4/10/2025	0.1	Brent Insua	Calendared Respondent's Deadline to pay Arb compensation.
bbott v. Western University of Health Science	4/10/2025	0.7	Brent Insua	Read Scheduling Order No.1. Calendared Discovery dates, Filing dates, & M&C dates.
bbott v. Western University of Health Science	4/23/2025	0.1	Brent Insua	Uploaded March Case Anywhere cost.
bbott v. Western University of Health Science	5/5/2025	0.1	Brent Insua	Uploaded Informal Exchange of Discovery.

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
bbott v. Western University of Health Science	5/13/2025	0.1	Brent Insua	Uploaded April Case Anywhere cost.
bbott v. Western University of Health Science	5/16/2025	0.1	Brent Insua	Confirmed next hearing is Arb Status Conf. on 4/24/26.
bbott v. Western University of Health Science	5/23/2025	0.4	Kevin Burns	Case check-in, email to arbitration case manager requesting documents for invoice payments.
bbott v. Western University of Health Science	6/25/2025	0.2	Kevin Burns	Case check-in, hearing and notes update.
bbott v. Western University of Health Science	6/30/2025	0.2	Kevin Burns	Reviewed case status and next hearing date, added to calendar.
bbott v. Western University of Health Science	7/23/2025	0.1	Kevin Burns	Checked case status, updated case sheet.
bbott v. Western University of Health Science	8/11/2025	0.2	Kevin Burns	Tasked drafting arbitration discovery requests.
bbott v. Western University of Health Science	8/18/2025	0.2	Kevin Burns	Reviewed case status in AAA.
				drafting propounding discovery
bbott v. Western University of Health Science	8/21/2025	1	Anne Beuttel	completed task. tasked Kevin for review
bbott v. Western University of Health Science	8/28/2025	0.1	Janet Linares	Compare the calendar with Kevin's data sheet
bbott v. Western University of Health Science	9/17/2025	0.1	Janet Linares	Confirmed that the 9/23/25 hearing was still on the Court's docket and added the remote appearance information to the Neos calendar entry
bbott v. Western University of Health Science	9/23/2025	0.1	Janet Linares	Upload CaseAnywhere invoice and update costs.
bbott v. Western University of Health Science	9/25/2025	0.4	Jordan Floyd	Other re add costs to file.
bbott v. Western University of Health Science	10/3/2025	0.4	Kevin Burns	Drafted declaration in response to court's order to show cause.
bbott v. Western University of Health Science	10/10/2025	0.6	Kevin Burns	Reviewed joint statement and declaration for OSC, tasked filing.
bbott v. Western University of Health Science	10/14/2025	0.2	Kevin Burns	Reviewed email from OC, responded about discovery responses and mediation.
bbott v. Western University of Health Science	10/15/2025	0.1	Janet Linares	Confirmed that the 10/21/25 hearing is still on the court's calendar. Added the LACourtConnect information to the calendar entry.
bbott v. Western University of Health Science	11/4/2025	0.1	Janet Linares	Upload Joint Status Report Re Arb and OSC Hearing (10.21.25), KB Dec in Resp to OSC re Sanctions, and invoice; update costs
bbott v. Western University of Health Science	11/7/2025	0.1	Janet Linares	doc drop
bbott v. Western University of Health Science	12/4/2025	0.2	Norayr Zakaryan	consulted with senior attorney and emailed OC regarding discovery and mediation
bbott v. Western University of Health Science	12/4/2025	1.7	Norayr Zakaryan	reviewing defendant's discovery responses (Arb)
bbott v. Western University of Health Science	12/10/2025	0.1	Norayr Zakaryan	emailed OC
bbott v. Western University of Health Science	1/15/2026	0.1	Norayr Zakaryan	emailed OC and the AAA case manager
bbott v. Western University of Health Science	2/3/2026	0.2	Norayr Zakaryan	drafted email to OC requesting raw data
bbott v. Western University of Health Science	2/3/2026	0.1	Norayr Zakaryan	drafted data request email
bbott v. Western University of Health Science	4/1/2026	0.2	Norayr Zakaryan	phone call with client
bbott v. Western University of Health Science	4/1/2026	0.7	Norayr Zakaryan	reviewed the date published by OC prior to mediation
bbott v. Western University of Health Science	4/14/2026	0.6	Norayr Zakaryan	reviewed bates numbered document produced by Dft for mediation
bbott v. Western University of Health Science	4/14/2026	0.3	Norayr Zakaryan	reviewed data received from Defendant, communicated with expert
bbott v. Western University of Health Science	4/17/2026	1.5	Norayr Zakaryan	reviewed and summarized the Bates numbered doc produced
bbott v. Western University of Health Science	4/28/2026	0.1	Norayr Zakaryan	emailed and texted client
bbott v. Western University of Health Science	4/29/2026	1.2	Norayr Zakaryan	phone call with the client
bbott v. Western University of Health Science	4/29/2026	1.3	Norayr Zakaryan	prepared a list of questions to go over with client prior to mediation
bbott v. Western University of Health Science	4/30/2026	1.9	Norayr Zakaryan	drafting mediation brief, and conducting legal research
bbott v. Western University of Health Science	4/30/2026	3.3	Norayr Zakaryan	drafting mediation brief
bbott v. Western University of Health Science	5/1/2026	1.9	Norayr Zakaryan	drafting mediation brief, conducted legal research
bbott v. Western University of Health Science	5/4/2026	6.5	Norayr Zakaryan	analyzed the data, time records, paystubs, revised the mediation brief, consulted with senior attorney
bbott v. Western University of Health Science	5/6/2026	3.8	David Keledjian	Review and Revise Mediation Brief
bbott v. Western University of Health Science	5/6/2026	5.6	David Keledjian	Review of and analysis of all pre-mediation data and records for brief (over 390 pages)
bbott v. Western University of Health Science	5/6/2026	0.5	Norayr Zakaryan	finalized the mediation brief
bbott v. Western University of Health Science	5/7/2026	2.7	David Keledjian	Prepare for mediation, including review and analysis of expert report.
bbott v. Western University of Health Science	5/8/2026	6.9	David Keledjian	Attend and participate in mediation
bbott v. Western University of Health Science	5/8/2026	6.9	Norayr Zakaryan	attended mediation
bbott v. Western University of Health Science	5/12/2026	0.9	David Keledjian	review and revise MOU
bbott v. Western University of Health Science	5/12/2026	1	Norayr Zakaryan	reviewing and revising the individual settlement agreement
bbott v. Western University of Health Science	5/12/2026	1.5	Norayr Zakaryan	reviewed and revised the MOU draft, left comments
bbott v. Western University of Health Science	5/13/2026	1	Norayr Zakaryan	reviewed and revised the individual settlement agreement draft
bbott v. Western University of Health Science	5/29/2026	0.3	Norayr Zakaryan	prepared a status report for settlement's team
bbott v. Western University of Health Science	6/1/2026	0.1	Marta Manus	Confer with litigation attorney re: administrator bids
bbott v. Western University of Health Science	6/1/2026	0.2	Marta Manus	Email OC re: MOU and individual settlement
bbott v. Western University of Health Science	6/2/2026	0.6	Enoch Kim	Review draft settlement agreement and confer with MM re same.
bbott v. Western University of Health Science	6/2/2026	0.6	Marta Manus	Confer with EK and draft revised settlement agreements
bbott v. Western University of Health Science	6/3/2026	0.2	Jonathan Morataya	Email and call Plaintiff re: Individual Settlement Agreement and message MM about it.
bbott v. Western University of Health Science	6/3/2026	0.3	Marta Manus	Email settlement administrators re: quote
bbott v. Western University of Health Science	6/3/2026	0.4	Marta Manus	Draft revised settlement agreement and email OC
bbott v. Western University of Health Science	6/3/2026	0.2	Marta Manus	Confer with JM re: plaintiff's settlement agreement
bbott v. Western University of Health Science	6/4/2026	0.5	Jonathan Morataya	Reviewed file to obtain status update and identify any pending issues, deadlines, or necessary follow-up actions.
bbott v. Western University of Health Science	6/4/2026	0.1	Jonathan Morataya	Message MM re: signed individual settlement agreement and uploaded it to the case's Dropbox.
bbott v. Western University of Health Science	6/5/2026	0.5	Jonathan Morataya	Review and update internal settlement tracking records by adding newly assigned matter to the settlement tracker and ensuring case information is accurately entered for ongoing case management and monitoring.
bbott v. Western University of Health Science	6/16/2026	0.1	Jonathan Morataya	Reviewed case to identify pending tasks and potential work assignments; communicated findings and availability to Paralegal Manager for workload allocation and case support.
bbott v. Western University of Health Science	6/16/2026	0.2	Jonathan Morataya	Emailed and texted Plaintiff re: the MOU. Updated MM about this.
bbott v. Western University of Health Science	6/16/2026	2	Marta Manus	Draft PAGA settlement agreement
bbott v. Western University of Health Science	6/16/2026	0.2	Marta Manus	Email correspondence with OC re: settlement agreement
bbott v. Western University of Health Science	6/17/2026	0.1	Jonathan Morataya	Update MM re: MOU.
bbott v. Western University of Health Science	6/17/2026	0.1	Jonathan Morataya	Email OC re: Plaintiff's signed MOU.
bbott v. Western University of Health Science	6/22/2026	0.1	Jonathan Morataya	Updated Settlement Tracker and case software to reflect MOU execution and case stage.
bbott v. Western University of Health Science	7/20/2026	0.6	Norayr Zakaryan	reviewed the settlement agreement, scheduling order, consulted with senior colleague, emailed the case manager at AAA
bbott v. Western University of Health Science	7/20/2026	0.1	Marta Manus	Email OC to follow up on settlement agreement review

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
bbott v. Western University of Health Science	7/22/2026	0.2	Jonathan Morataya	Contact Plaintiff re: PAGA Settlement Agreement and email it to him. Update MM about this.
bbott v. Western University of Health Science	7/23/2026	0.1	Jonathan Morataya	Message MM re: Settlement Agreement
bbott v. Western University of Health Science	7/28/2026	0.5	Jonathan Morataya	Draft Notice of Settlement and message MM about this.
bbott v. Western University of Health Science	7/28/2026	0.4	Jonathan Morataya	Research procedure of obtaining a hearing date for PAGA Approval, contact the court and message MM about this.
bbott v. Western University of Health Science	7/28/2026	0.1	Jonathan Morataya	Message MM regarding the fully executed Settlement Agreement.
bbott v. Western University of Health Science	7/28/2026	0.2	Marta Manus	Confer with LM re: filing notice of settlement
bbott v. Western University of Health Science	7/28/2026	0.4	Marta Manus	Email OC re: settlement documents and notice of settlement
bbott v. Western University of Health Science	7/28/2026	0.2	Marta Manus	Confer with JM re: notice of settlement
bbott v. Western University of Health Science	7/29/2026	2.6	Jonathan Morataya	Draft MM's Decl in support of PAGA Approval.
bbott v. Western University of Health Science	7/29/2026	0.5	Jonathan Morataya	Review the Court Checklist and find a template for drafting a PAGA Approval Motion.
bbott v. Western University of Health Science	7/29/2026	0.5	Jonathan Morataya	Draft Proposed Order granting the PA Motion.
bbott v. Western University of Health Science	7/30/2026	0.5	Jonathan Morataya	Draft Plaintiff's Declaration in support of PAGA Approval.
bbott v. Western University of Health Science	7/30/2026	0.8	Jonathan Morataya	Continue drafting MM's Declaration in Support of PAGA Approval.
bbott v. Western University of Health Science	7/30/2026	1	Jonathan Morataya	Draft MP&A for PAGA Approval.
bbott v. Western University of Health Science	7/30/2026	0.1	Jonathan Morataya	Reviewed ROA to determine if Notice of Settlement was received.
bbott v. Western University of Health Science	7/31/2026	0.8	Jonathan Morataya	Review/Revise PAGA Motion and supporting documents
bbott v. Western University of Health Science	7/31/2026	0.1	Jonathan Morataya	Call Court re: Obtaining a hearing date.
bbott v. Western University of Health Science	8/4/2026	0.1	Jonathan Morataya	Reviewed case file to identify potential assignments, verified the case was in the appropriate litigation stage, and reported case status and findings to JL.
bbott v. Western University of Health Science	8/11/2026	0.6	Jonathan Morataya	Draft Joint Status Report and message MM about this.
bbott v. Western University of Health Science	8/12/2026	0.1	Marta Manus	Email OC re: draft joint report
bbott v. Western University of Health Science	8/12/2026	0.5	Marta Manus	Draft joint status report for NACR
bbott v. Western University of Health Science	8/20/2026	0.2	Jonathan Morataya	Contact Court regarding obtaining a hearing date and updated MM about this call.
bbott v. Western University of Health Science	8/20/2026	0.7	Marta Manus	Draft PAGA approval motion documents
bbott v. Western University of Health Science	8/20/2026	0.1	Marta Manus	Confer with JM re: Rust's declaration
bbott v. Western University of Health Science	8/20/2026	0.2	Marta Manus	Confer with JM re hearing and PAGA settlement
bbott v. Western University of Health Science	8/21/2026	0.4	Enoch Kim	Confer with MM re PAGA approval motion.
bbott v. Western University of Health Science	8/21/2026	0.2	Jonathan Morataya	Review ROA, draft Caption for Admin, and email Admin requesting their Declaration for the PAGA Approval Motion.
bbott v. Western University of Health Science	8/21/2026	3	Marta Manus	Draft PAGA approval motion and supporting documents
bbott v. Western University of Health Science	8/21/2026	0.2	Marta Manus	Confer with LM re: costs
bbott v. Western University of Health Science	8/21/2026	0.3	Marta Manus	Confer with EK re: PAGA approval issues
bbott v. Western University of Health Science	8/21/2026	0.1	Marta Manus	Confer with LM re: costs
bbott v. Western University of Health Science	8/24/2026	0.1	Marta Manus	Confer with JM re: Plaintiff's declaration
bbott v. Western University of Health Science	8/24/2026	0.7	Marta Manus	Draft declaration of plaintiff ISO motion for approval
bbott v. Western University of Health Science	8/24/2026	0.2	Marta Manus	Confer with DK re: PAGA approval motion
bbott v. Western University of Health Science	8/24/2026	2	Marta Manus	Draft PAGA approval motion and supporting documents
bbott v. Western University of Health Science	8/25/2026	0.2	Jonathan Morataya	Contact Plaintiff re: Declaration ISO of PAGA Approval, update MM about this call, and email it to him for review and signature.
bbott v. Western University of Health Science	8/25/2026	0.2	Jonathan Morataya	Contacted Plaintiff to set an appt re Declaration ISO of PAGA Approval and update MM about this.
bbott v. Western University of Health Science	8/25/2026	0.1	Marta Manus	Confer with DK re: entering time for approval motion
bbott v. Western University of Health Science	8/25/2026	0.2	Marta Manus	Confer with LM re: costs
bbott v. Western University of Health Science	8/26/2026	0.6	Jonathan Morataya	Revised PAGA Motion and supporting documents to include costs and attorney hours/fees.
bbott v. Western University of Health Science	8/27/2026	3	Marta Manus	Draft PAGA approval motion and supporting documents

EXHIBIT 5

D.LAW, INC.

Enoch Kim, Esq. (SBN 261146)
Marta Manus, Esq. (SBN 260132)
David Keledjian, Esq. (SBN 309135)
Norayr Zakaryan, Esq. (SBN 356913)
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465/ Fax: (818) 962-6469
Emails: e.kim@d.law, m.manus@d.law,
D.Keledjian@d.law, N.Zakaryan@d.law

Attorneys for Plaintiff BRENT RAYMOND ABBOTT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BRENT RAYMOND ABBOTT, on behalf of
himself and all others similarly situated, and the
general public,

Plaintiff,

v.

WESTERN UNIVERSITY OF HEALTH
SCIENCES, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 24STCV09686

Assigned for all purposes to:

Hon. Carolyn Kuhl

Dept.: 12

**DECLARATION OF ERIC BISHOP IN
SUPPORT OF MOTION FOR APPROVAL
OF THE PARTIES' PAGA SETTLEMENT
AGREEMENT**

Action filed: April 17, 2024

Trial date: None Set

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1. I am the Executive Vice President for Rust Consulting, Inc. (“Rust”). My business address is 920 2nd Ave S, Suite 400, Minneapolis, MN 55402. My telephone number is (612) 968-1752. I am over twenty-one years of age and am authorized to make this declaration on behalf of Rust and myself. I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them.

3. Rust's internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

5. Rust will prepare, print, and mail the Notice and Payment of PAGA Settlement (“Notice”).

7. Rust will set up a phone number and will staff with live Customer Service

8. Rust expects to receive text for the Notice from Counsel shortly after preliminary approval of the Settlement is granted. Rust will translate the notice into a Spanish version as well.

1 9. Rust expects that Counsel for Defendant will provide Rust with a mailing list (
2 “Plaintiff List”) containing the Plaintiffs’ names, last known addresses, Social Security Numbers,
3 and any other pertinent information necessary to carry out Rust’s duties.

4 10. Rust will mail the Notice prepared by the parties and approved by the Court.

5 11. The mailing addresses contained in the Plaintiff List will be processed and
6 updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S.
7 Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal
8 Service. In the event that any individual has filed a U.S. Postal Service change of address
9 request, the address listed with the NCOA will be utilized in connection with the mailing of the
10 Notice.

11 12. For any Notices that are returned to Rust as undeliverable, Rust will perform
12 address traces in an attempt to find an updated address. The address trace will utilize the
13 Plaintiff’s name, previous address and Social Security Number. In the event an updated address
14 is obtained, the Notice documents will be promptly re-mailed to those Plaintiffs via First Class
15 mail. For Notice documents that are returned by the Post Office with forwarding addresses
16 attached, these Notice documents will be promptly re-mailed to those Plaintiffs at the forwarding
17 address via First Class mail.

18 13. Rust will be responsible for calculating award amounts and tax withholdings,
19 printing and mailing payments including tax documents, establishing a Qualified Settlement
20 Fund (“QSF”), setting up a bank account, and preparing annual tax filings on behalf of the QSF.
21 Rust will establish and set up a QSF in this case based upon applicable laws and requirements.

22 14. Rust will be the fiduciary of the QSF and responsible for all payments and tax
23 reporting from the QSF. The QSF will obtain its own tax ID and report taxes under that tax ID.

24 15. Rust will provide Project Management and Technical Consulting staff to manage
25 all aspects of the administration and be available to Counsel.

26 16. Rust will post final judgment and the new date of the Final Approval Hearing, if
27 continued by the Court, on its website, www.rustconsulting.com.

28 17. The total cost for the administration of this project is \$7,946 unless the actual

1 number of plaintiffs (approx. 1,500) provided by counsel is materially different as that is the
2 basis on which much of the estimate is based upon (Exhibit A). The costs are comprised of the
3 combination of the transactional costs for print, postage, banking activities, etc., as well as the
4 hourly fees to carry out the administrative duties.

5 18. None of the parties or attorneys in this matter have a relationship (financial or
6 otherwise) with Rust.

7
8 I declare under penalty of perjury under the laws of the State of California and the
9 United States that the above is true and correct to the best of my knowledge and that this
10 Declaration was executed this 26th day of August 2026, at Minneapolis, MN.

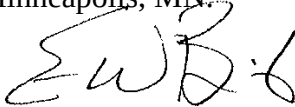
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12 _____
13 Eric Bishop
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EXHIBIT A



Settlement Administration Estimate
Abbott v Western University of Health Sciences PAGA
June 4, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Individuals	1,500	
<u>Project Cost</u>		
Mailed Notice & Fund Distribution	\$	5,130
Telephone Support	\$	1,001
Website	\$	-
Processing and Administration	\$	-
Project Management	\$	2,490
Other Out-of-pocket Expenses	\$	25
Total Project Cost		<u>\$ 8,646</u>
	Discount	<u>\$ (700)</u>
Total Project Cost w/ Discount		<u><u>\$ 7,946</u></u>

Key Assumptions
PAGA - Only Settlement
Spanish Translation Included
Notice & Checks Sent Together
Static Website NOT Included
Telephone Support Included
Payments Not Reportable

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Abbott v Western University of Health Sciences PAGA
June 4, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Estimated Individuals	1,500	
Initial Mailed Notice:		
Mailed Notice	1,500	100.0%
Forwarded Notices	38	2.5%
Undeliverable Notices	150	10.0%
Re-Mailed Notices after Trace	120	80.0%
Telephone Support:		
Number of Telephone Contacts	105	7.0%
Connect Minutes per Call - CSRs	8.0	
Claimant Communications:		
Correspondence Received	4	0.3%
Payments	1,500	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Abbott v Western University of Health Sciences PAGA
June 4, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	2.0	Hours @	\$ 180	\$ 360	\$ 360
Additional Efforts to Finalize Settlement Data				As Incurred	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 125	
Spanish Translation				\$ 500	
Print and Mail Notice & Check Package	1,500	Packages @	\$ 1.00	\$ 1,500	
Postage - 1 Ounce First Class	1,500	Packages @	\$ 0.74	\$ 1,110	
Check Processing	1,500	Payments @	\$ 0.20	\$ 300	
Monthly Bank Account Fee	6	Months @	\$ 25	\$ 150	\$ 3,685
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	150	Notices @	\$ 0.35	\$ 53	
Address Trace	150	Traces @	\$ 1.75	\$ 263	
Remail Notice & Check Package	158	Notices @	\$ 3.00	\$ 473	
Remail Postage - 1 Ounce First Class	158	Notices @	\$ 0.78	\$ 123	\$ 910
Telephone Support					
Telephone Support	6	Months @	\$ 150	\$ 900	
800# Charges	840	Minutes @	\$ 0.12	\$ 101	\$ 1,001
Website Not Included					
Post Docs on a Page within Rust's Static Website	-	Hours @	\$ 125	\$ -	
Monthly Hosting	-	Months @	\$ 50	\$ -	\$ -
Processing and Administration					
Receipt, Process, and Validate Correspondence	-	Hours @	\$ 55	\$ -	
Setup and Monitor Email Account				NA	\$ -
Additional Administrative Services Requested by Client				As Incurred	
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	\$ 175	\$ 175	\$ 175
Project Management					
Senior Vice President	1	Hours @	\$ 200	Waived	
Project Management	14	Hours @	\$ 125	\$ 1,750	
Technical Consulting	4	Hours @	\$ 185	\$ 740	\$ 2,490
Other Charges and Out-of-pocket Costs					
					\$ 25
Total Settlement Administration Estimate					\$ 8,646



Settlement Administration Estimate
Abbott v Western University of Health Sciences PAGA
June 4, 2026

Prepared by:
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EVP
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Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 6

[MAILING DATE]

NOTICE OF SETTLEMENT

Re: *Brent Raymond Abbott v. Western University of Health Sciences, et al.*
Superior Court of the State of California, County of Los Angeles, Case No: 24STCV09686

[ADMIN INFO]

Dear Western University of Health Sciences Current or Former Employee:

A settlement was reached between Plaintiff Brent Raymond Abbott and Defendant Western University of Health Sciences, et al. (“Defendant”) in the lawsuit referenced above (the “Action”). The purpose of this Notice is to advise you as to why you will receive a portion of the settlement. The settlement fully and finally resolves the Action.

On [DATE], the Court issued an Order approving settlement of the claim Plaintiff, a former employee of Defendant, brought against Defendant pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for civil penalties for alleged violations of certain provisions of the California Labor Code relating to, among other things, non-payment of wages, non-compliance with meal and rest period requirements, non-compliant wage statements, and failure to comply with record-maintenance requirements. Defendant denies these allegations, denies any wrongdoing of any kind associated with these allegations, and is confident that it has strong legal and factual defenses to these claims.

The Court has made no determination about Plaintiff’s allegations asserted in the Action. The Court has determined that there is sufficient evidence to suggest that the settlement is fair, adequate, and reasonable, and it has approved the settlement. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

The employees eligible to receive a payment (“Individual PAGA Payment”) under this settlement are defined as:

All hourly, non-exempt employees employed by Defendant Western University of Health Sciences, who worked during at least one pay period during the period defines as April 17, 2023, to July 3, 2026 (the “PAGA Period”), (hereafter “Aggrieved Employees” or individually “Aggrieved Employee.”).

The enclosed check represents your Individual PAGA Payment, which was calculated as your pro-rata (i.e., proportional) share of the penalties based on a formula that considered the total number of pay periods you worked at any time from April 17, 2023, to July 3, 2026. This payment is allocated as 100% penalties and will be reported on an IRS Form 1099 MISC, if required.¹ Your check is valid for **180 days** from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

State of California Controller's office in the name of the Aggrieved Employee who did not cash the check within 180 days.

Plaintiff agrees on behalf of herself, and as private attorney general acting on behalf of the State of California, and all other Aggrieved Employees, to release Defendant Western University of Health Sciences, and each of its past and present divisions, affiliates, parents, subsidiaries, predecessors, successors, joint ventures, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants. (the "Released Parties") from all claims for PAGA civil penalties, as alleged, or reasonably could have been alleged, in the PAGA Letter and the First Amended Complaint, which shall include claims for PAGA civil penalties for alleged violation of (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide accurate written statements; (5) failure to timely pay all wages; (6) failure to indemnify; (7) failure to pay reporting time pay; (8) failure to pay proper sick pay, (9) failure to pay vacation wages; (10) failure to pay wages due, negotiable and payable in cash on demand under California Labor Code sections 212 and 213, and (11) failure to pay split shift premiums, under California Labor Code sections 201-204, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 227.3, 246, 354, 408, 510, 512, 553, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 ("PAGA Released Claims"). PAGA Released Claims shall also mean any other claims for PAGA civil penalties that were or could have been brought under the Private Attorneys General Act based on the facts alleged in the PAGA Letter and First Amended Complaint as it relates to the underlying California Labor Code claims referenced above, including any interest, statutory and civil penalties, attorneys' fees, costs, in connection to Plaintiff's claims for PAGA civil penalties during the PAGA Period. The Aggrieved Employees are only releasing their claims under California Labor Code 2698, *et. seq.* and are not releasing any other claims. (the "Released Claims").

The settlement is intended to be effective as a bar to all Released Claims. Plaintiff and the LWDA are forever barred and enjoined from instituting or prosecuting, either directly or indirectly, individually, collectively, and/or representatively, any Released Claim. The final judgment entered pursuant to this settlement binds the Aggrieved Employees who shall be bound by the judgment in any action brought by the LWDA with respect to the Released Claims against the Released Parties. See *Arias v. Superior Court* (2009) 46 Cal.4th 986. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Claim that arose during the PAGA Period.

There is no statutory right for Aggrieved Employees to object, opt out or otherwise exclude themselves from this Settlement.

DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

If you have any questions concerning this settlement, please contact the Settlement Administrator, [ADMIN NAME], at [ADMIN PHONE #]. If your check is lost or misplaced, you should contact Settlement Administrator immediately to request a replacement.

EXHIBIT 7