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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

BABATUNDE ADESANYA and RACHEL SANCHEZ, on behalf of themselves and others similarly situated, Plaintiffs, vs. SAN JOAQUIN COMMUNITY HOSPITAL, dba ADVENTIST HEALTH BAKERSFIELD, a California nonprofit corporation; ADVENTIST HEALTH, an entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No. BCV-24-102762 <u>Assigned for All Purposes To:</u> Hon. Thomas S. Clark Dept.: 17 **DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION TO APPROVE SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND ENTERING JUDGMENT THEREON** Date: March 20, 2026 Time: 8:30 a.m. Dept.: 17

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on behalf of himself and others similarly situated

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an attorney at law duly licensed to practice law before all of the Courts in the State of California and various federal courts such as the United States District Court, for the Northern, Southern, Central, and Eastern Districts of California. I am a partner at James Hawkins, APLC ("Counsel"). I am one of the attorneys of record for named Plaintiff RACHEL SANCHEZ who alongside Plaintiff BABATUNDE ADESANYA filed this action on behalf of the purported aggrieved employees subject to the settlement agreement. I submit this Declaration in support of the PAGA Settlement. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed PAGA Representative Settlement Agreement (hereinafter "Settlement" or "Settlement Agreement") which the Parties ask the Court to approve. Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA Notice of Settlement.

Relevant Facts

3. On September 25, 2024 Counsel for Plaintiff Sanchez sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff Sanchez seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff's September 25, 2024 LWDA letter.

4. On December 3, 2024, Plaintiff Sanchez filed a Representative PAGA action against Defendant.

5. On February 4, 2026, the Parties filed a stipulation requesting the Court grant Plaintiffs leave to file an amended complaint, and on February 12, 2026, Plaintiffs filed an amended complaint in the Adesanya Action, adding Plaintiff Sanchez and her claims to Adesanya Action, effectively consolidating the PAGA claims, causes of action, and allegations alleged in the

Adesanya Action and the Sanchez Action into a single proceeding for purposes of the settlement approval ("Consolidated Action"). This amended complaint is the "Operative Complaint."

6. On September 3, 2025, the Parties participated in mediation presided over by Brandon McKelvey, an experienced mediator in PAGA actions, which resulted in a settlement in principle.

7. In preparation for the mediation, Plaintiffs' counsel requested and Defendant's counsel provided sample time and payroll data for the purported Aggrieved Employees, personnel and employment documents. With Mr. McKelvey's assistance, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiffs, the State of California, the LWDA and the purported Aggrieved Employees.

8. Being fully apprised of the value and strength of the PAGA theories alleged in the action, counsel for Plaintiffs and Defendant successfully negotiated a settlement through arm's-length negotiations. The terms and conditions of the settlement are set forth in the Settlement Agreement. The Settlement Agreement resolves all claims asserted in this Consolidated Action and contemplates that the settlement will be approved and the Court will enter judgment.

9. During the course of the litigation, the Parties engaged in an informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the action and potential defenses thereto including payroll and time keeping sampling for approximately 20% of the purported Aggrieved Employees along with policies and relevant data points. The Parties have reached this settlement only after discovery and investigation was performed.

10. Being fully apprised of the value and strength of the PAGA theories alleged in the action, counsel for Plaintiff and Defendant successfully negotiated a settlement through arm's-length negotiations. The terms and conditions of the settlement are set forth in the Settlement Agreement ("Settlement" or "Settlement Agreement"). The Settlement Agreement resolves all claims asserted in the Complaint and contemplates that the settlement will be approved and the Court will enter judgment.

11. Defendant disputes and denies the allegations and claims asserted in this action. It was also Defendant's position that Plaintiff could not maintain this PAGA Action because there is no evidence of a common policy or practice that makes a trial manageable.

12. Counsel for Plaintiff and Defendant also considered the fact that the existence of numerous disputes of fact in this case make the outcome uncertain. In the estimation of counsel for the Parties, the delay, inconvenience, distraction, and uncertainty imposed by the litigation demands would far outweigh the potential benefits of additional litigation.

Settlement Terms

13. The Agreement negotiated by the parties provides for Defendant to pay $909,000.00 as the Total Settlement Payment ("TSP"). (Agreement at § IV, A). The Net Settlement Amount ("NSA") is the amount remaining of the TSP minus the Court-approved amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees, and the LWDA Payment. (Agreement at § IV, A - D). The Net Settlement Amount ("NSA") is estimated to be $556,111.96.

14. The NSA is calculated as follows: (1) $303,000.00 (i.e. 1/3 of the TSP) shall be paid to Plaintiffs' Counsel for payment of attorneys' fees; (2) Plaintiffs' Counsel's litigation expenses not to exceed $35,000 (Plaintiffs' counsel's actual litigation costs total $24,888.04); (3) Settlement Administration Expenses not to exceed $15,000.00 to ILYM Group Inc. The remaining Net Settlement Amount is estimated to be $566,111.96 and will be distributed to the PAGA Fund to be paid to the purported PAGA Settlement Members. An estimated $198,139.18 (35% of the NSA) will be distributed to the purported PAGA Settlement Members on a pro rata basis, amounting to an average of $116.63 per PAGA Settlement Member. The remaining $367,972.77 (65% of the NSA) is to be distributed to the LWDA. Any difference from these maximum amounts will be added to the Net Settlement Amount. The 65/75 allocation is required by Labor Code § 2699 *et seq.*

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15. The "PAGA Settlement Members" are defined as "all individuals employed by Defendant as non-exempt employees in California during the PAGA Period. (Agreement § I, ¶ 9).

16. The "PAGA Period" shall mean "August 15, 2023 through November 2, 2025 (60 days after mediation." (Agreement § I, ¶ 8).

Analysis of Claims

17. This purportedly Aggrieved Employees recovery compares favorably to the estimated amount of PAGA penalties given the evidence provided and the risks of liability and the penalty awards at trial. As discussed further herein, California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

18. Since the filing of the complaint, the Parties have exchanged extensive discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant produced voluminous pages of information and data, including policies, handbooks, time and payroll records for the PAGA Settlement Members reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal period punches as well as the applicable pay rates. Defendant also provided Plaintiffs' personnel file, records regarding documents identifying the non-exempt positions and information regarding the number of employees holding these positions during the relevant time period. Defendant also provided substantial information concerning the total number of potential size of the PAGA group, the total number of workweeks and pay periods at issue, and the applicable hourly rates and other summary data related to the alleged PAGA Settlement Members. The Parties have conducted themselves in informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute.

19. In preparation for the mediation, Plaintiffs reviewed the entire discovery produced. The information had to be extrapolated and processed to figure out the amount of compensation Plaintiffs contend are due to the PAGA Settlement Members. The evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all PAGA Settlement Members. The mediation and subsequent negotiations included discussion and examination of the PAGA Settlement Members and the Parties' respective positions on the legal and factual issues raised in the Complaint. This was both a thorough and exhaustive process.

20. The PAGA Settlement Members recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated a range of potential penalties from approximately $1,983,350 to approximately $5,049,700 for the maximum amount of statutory PAGA civil penalties (at the reasonable rate of a $50 penalty for approximately 100,994 pay periods at issue for approximately 3,216 purported Aggrieved Employees). The Total Settlement Payment accounts for approximately 18% of the maximum potential recovery.

21. First, for violations of Labor Code § 226.7/ 512/ (meal periods), Plaintiffs roughly estimated a 25% pay period violation rate, and penalties for violation of Labor Code § 226.7/ 512 (rest periods) were also valued at a 25% violation rate. However, Defendant countered that its time keeping systems, premiums paid, and waivers and employee attestations covered most of the meal and rest period violations, which could result in a reduction of these claims down to a 10% violation rate of $504,950 (i.e. 2,018 potential affected PAGA pay periods x $50). Defendant also argued it had complaint policies in place for meal and rest periods, paid period premiums where required, and provided training on its policies. If the Court were to find no wrongdoing occurred, then the value for these claims would be $0.

22. The off-the-clock claim was related to pre-shift and post-shift tasks that Plaintiffs alleged were not compensated for. However, Defendant argues that the policies in place prohibit any off-the-clock work from being performed and that such off-the-clock work was voluntary. Employees are also required to report time-keeping discrepancies to their supervisors, so that they

can be corrected. Assuming Plaintiffs prevailed on this claim the value could potentially be approximately $160,800 based on one pay period per employee (3,216 employees) X a reasonable $50 penalty.

23. The penalties for violation of Labor Code § 226 and penalties under Labor Code §510/558 are wholly derivative of Plaintiffs' underlying claims for off the clock work and meal and rest break claims. If Plaintiffs were able to prove the wage statement claim and successfully argue penalties for at least 25% of the wage statements, the value could potentially be $1,262,400 in penalties. If the Court were to find no wrongdoing occurred, then Plaintiffs face being awarded $0.

24. The penalties for violation of Labor Code §§ 201/202/203 for approximately 552 former employees would be $55,200 using $100 for each pay period in which an employee was separated and was alleged to have suffered a labor code violation during his or her tenure with Defendant.

25. Importantly, however, it is likely that any penalties awarded would be at a much lower rate given the facts of this case. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

26. This purportedly Aggrieved Employees recovery compares favorably to the estimated amount of PAGA penalties given the evidence provided and the risks of liability and then penalty awards at trial. As discussed further herein, California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

27. The evidence and information gathered and reviewed by Plaintiffs' counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all Settlement PAGA Settlement Members. The mediation and subsequent negotiations included discussion and examination of the PAGA Settlement Members and the Parties' respective positions

on the legal and factual issues raised in the Complaint. This was both a thorough and exhaustive process.

28. Plaintiffs and Plaintiffs' Counsel believe that the Settlement is a fair, adequate, and reasonable resolution of this matter. Plaintiffs and their counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals and have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation based upon the burdens of proof. Plaintiffs and their counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and the other purported aggrieved employees.

29. The settlement is a compromise of highly disputed claims and to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, No. SACV 10-473 DOC (FFMx), 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove each Aggrieved Employee suffered a violation for each period the employee worked in relation to Defendant's failure to (a) accurately pay wages including overtime wage, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage statements, and (f) failure to reimburse business expenses..

30. The result achieved in this case, and the monetary recovery provided by this

Settlement, are well-within the range of an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. *See*, e.g., *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017) (approving the amount of $15,000 out of $4 million toward settlement of PAGA claims); *Flores v. Dart Container Corp.*, No. 2:19-cv-00083 WBS JDP, 2021 U.S. Dist. LEXIS 6897, at *3 (E.D. Cal. Jan. 12, 2021) (approving the amount of $15,000 out of $411,000 towards settlement of PAGA claims); *Dawson v. Hitco Carbon Composites, Inc.*, No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *6-7 (C.D. Cal. Nov. 25, 2019) (approving the amount of $10,000 of $1.1 million toward settlement of PAGA claims); *Brown v. CVS Pharmacy, Inc.*, No. CV15-7631 PSG (PJWx), 2017 U.S. Dist. LEXIS 182309, at *3 (C.D. Cal. Apr. 24, 2017) (approving the amount of $20,000 of $3 million gross settlement towards settlement of PAGA claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (finding no abuse of discretion by the trial court in approving a settlement that allocates $0 toward the settlement of PAGA claims that were at issue in the lawsuit); *Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019) (finding that courts approve PAGA settlements that fall within zero to two percent of gross settlement recovery). Here, the value obtained for settlement of the PAGA claims is very significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

31. A crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court.[1] California Labor Code Section

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[1] Under PAGA, courts have considerable discretion to reduce the penalty award. In *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012), the court found no abuse of discretion when the trial court reduced the penalty by 30 percent based on the facts of the case, ruling that "[t]o do otherwise under the particular facts and circumstances of this case would be unjust, arbitrary, oppressive, and confiscatory." Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. *See Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." For example, in *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial that only provided for a PAGA penalty of $5 per pay period. Given this precedent, there is a risk at trial that any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $8,000.

32. The settlement is also supported by other PAGA settlement previously approved by other courts. *See*, e.g., *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017) (approving the amount of $15,000 out of $4 million toward settlement of PAGA claims); *Flores v. Dart Container Corp.*, No. 2:19-cv-00083 WBS JDP, 2021 U.S. Dist. LEXIS 6897, at *3 (E.D. Cal. Jan. 12, 2021) (approving the amount of $15,000 out of $411,000 towards settlement of PAGA claims); *Dawson v. Hitco Carbon Composites, Inc.*, No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *6-7 (C.D. Cal. Nov. 25, 2019) (approving the amount of $10,000 of $1.1 million toward settlement of PAGA claims); *Brown v. CVS Pharmacy, Inc.*, No. CV15-7631 PSG (PJWx), 2017 U.S. Dist. LEXIS 182309, at *3 (C.D. Cal. Apr. 24, 2017) (approving the amount of $20,000 of $3 million gross settlement towards settlement of PAGA claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (finding no abuse of discretion by the trial court in approving a settlement that allocates $0 toward the settlement of PAGA claims that were at issue in the lawsuit); *Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019) (finding that courts approve PAGA settlements that fall within zero to two percent of gross settlement recovery). Here, the value obtained for settlement of the PAGA claims is reasonable, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

33. Had the case not settled, the Parties would have been required to conduct extensive

formal written discovery, and multiple depositions of party and percipient witnesses all over the State of California, to prepare the case for trial. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case. Even if Defendant failed to succeed on their defenses, litigating a complex PAGA action is inherently expensive, and the litigation could continue beyond entry of judgment if either party were to appeal adverse rulings. Additionally, there is a real possibility that Plaintiff would recover nothing, either for himself or on behalf of the State of California or other purportedly Aggrieved Employees, after years of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future contentious litigation, which would involve significant costs, favors settlement.

34. Defendant argued that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. Defendant could also argue that the subsequent violations under PAGA only start to accrue after employers receive notice through a citation from the Labor Commissioner, which would have significantly decreased Defendant's exposure. *See Amaral v. Cintas Corp. No. 2,* 163 Cal. App. 4th 1157, 1209 (2008) (holding "[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). *See also Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.,* 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [defendant] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying "initial" penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing defendant was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for a plaintiff to recover for a 'subsequent violation,' an employer must have notice that it has violated the Labor Code"). As such, Defendant contends that Plaintiffs' calculation are inflated not only because the "stack" penalties for a single person during a single pay period, but because the penalties Plaintiff would

award in each instances are at an inapplicable (doubled) rate.

35. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. While Plaintiffs maintain that the PAGA claim has merit, in reaching the Settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty associated with continued litigation, trial, and/or appeals

36. Defendant dispute that the penalties assessed by Plaintiffs and their expert would have been awarded. Further, it is Defendant's contention that PAGA penalties cannot be stacked, and that at most just one PAGA penalty can be awarded to an aggrieved employee in any one pay period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that\ could lead to statutory penalties;" "is it plausible that we would really pile one penalty on another for a single substantive wrong?"; noting that "no actual holding in any judicial decision has ever blessed such stacking"). As such, and for this initial reason, Defendants contend that the maximum potential recovery in this action is significantly lower than as stated by Plaintiffs.

37. Further, Defendant argues that Plaintiffs' calculation of penalties as applicable to any employee and for any pay period, is inflated for an additional reason. Defendant argues that even if liability were established, one does not reach the second-tier penalty for that violation unless and until the employer is first cited for the violation, and that Defendant has never been cited. *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.,* 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [defendant] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been notified that it is violating a Labor Code

provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties" at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying "initial" penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing defendant was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for a plaintiff to recover for a 'subsequent violation,' an employer must have notice that it has violated the Labor Code"). As such, Defendant contends that Plaintiff's calculation are inflated not only because the "stack" penalties for a single person during a single pay period, but because the penalties Plaintiff would award in each instances are at an inapplicable (doubled) rate.

38. Defendant further argues that Plaintiffs would still face significant practical problems in aggregating any material exposure, as each violation would need to be proven as to each person and for each period for which recovery is sought. Defendant argues that it is unlikely that any significant number of current and former employees would travel to the venue of a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of $50 or $100 (i.e. $12.50 or $25) for each pay period in which there was a violation. ("wage statement penalties"). For purposes of section 226, "a good faith dispute presents when there is (1) uncertainty in the law; (2) representations by an authority that compliance was not required; or (3) an employer's good faith mistaken belief grounded in a good faith dispute." *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). "Mere recklessness" is not a basis for liability. *Pedroza,* 2012 WL 9506073, *5.

39. Defendant also notes that PAGA grants the Court discretion to lower any PAGA penalty otherwise due. *See* Labor Code section 2699 (e)(2). Defendant also argues that the Court could reduce any penalty potentially due where, as Defendant contends, any technical violation of law would have been inadvertent and in good faith, particularly where the law is undefined and capable of differing interpretations. Section 226, for example, is not violated where the employer

acted in "good faith." *See Pedroza v.PetSmart, Inc.,* 2012 WL 9506073 (C.D. Cal. June 14, 2012) ("The good faith defense to the willfulness element of these sections [226, 203] is clearly established under California law); *Woods v. Vector Mktg. Corp.*, 2015 WL 2453202, at *3 (N.D. Cal. May 22, 2015) ("The 'good faith dispute' rule has been extended by courts to apply to California Labor Code Section 226.

40. Plaintiffs' Counsel also took into account that even if Plaintiffs prevailed on the merits of the PAGA claim, Defendants could persuasively argue that the Court should exercise its discretion, under Labor Code § 2699(e), to reduce the amount of civil penalties assessed. A court in a PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." And indeed, it is common for courts to reduce the penalties. *See e.g., Ghrdilyan v. RJ Financial, et al.*, Los Angeles Superior Court, Case No. BC430633 (94% reduction); *Parr v. Golden State Overnight Delivery Service, Inc.*, Alameda County Superior Court, Case No. RG12-618103 (94% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (82% reduction); *Gola v. University of San Francisco*, Case No. CGC-18-565018 (Sup. Ct. Decision dates July21, 2020) (85% reduction of PAGA penalties).

41. Defendant contends that Plaintiffs and the purportedly Aggrieved Employees were properly compensated, and that they did not violate the Labor Code as to any of them. Defendant asserted additional defenses to the PAGA claim as discussed above. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

42. The underlying Labor Code section 203 claim was uncertain given the defenses asserted for the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding given Defendant's apparently compliant policies and procedures at the time of mediation.

The labor code section 226 claim was dependent on the underlying claims for failure to pay wages.

Counsel's Experience

43. Based on their extensive experience litigating over 200 representative actions, counsel for Plaintiff believes the settlement here is fair and reasonable and warrants approval by the Court.

44. I and my firm have a great deal of experience in wage and hour class action litigation. I have been certified and approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others before federal and state courts. I have been working with James Hawkins of James Hawkins, APLC, formerly of Hawkins & Sofonio, since the commencement of my practice of law in 2002. Since then, I have been committed solely to representing Plaintiffs in both individual employment litigation and complex wage and hour class actions.

45. In approximately 2003 to 2004, I began to focus almost exclusively in class action litigation. In my practice as a class action Plaintiffs' attorney, I have been involved in litigating, mediating and settling numerous wage and hour class actions dealing with class sizes ranging from several hundred to several thousand class members resulting in settlements ranging from six figures to multimillion-dollar settlements.

46. The following is a non-exhaustive list of other class action cases that I also litigated: <u>Cole, et. al. v. CRST Van Expedited</u>, et. al.; USDC, CENTRAL DISCTRICT, EASTERN DIVISION- Case No.: EDCV 08-1570, Wage and Hour Class Action seeking past minimum wages and meal and rest break violations for drivers of Defendant in the State of California; Coordination Proceeding Special Title [Rule 1550(b)] <u>Wackenhut Wage and Hour Cases</u>, Los Angeles Superior Court, Case No. JCCP 4545, Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for security guards employed by defendant in the State of California; Coordination Proceeding Special Title [Rule 1550(b)] <u>California Logistics</u> Wage and Hour Cases, Los Angeles Superior Court, Case No. JCCP 4622, Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for misclassified drivers employed by defendant

in the State of California. Gonzalez v. Robertson's Ready Mix, Ltd., Riverside County Superior Court, Case No. RIC 110770, Wage and Hour Class Action seeking past wages.

47. The following is a non-exhaustive list of class action cases in which I was either counsel or co-lead counsel in which final approval and attorneys' fees were granted along with my corresponding hourly rates approved by the various courts throughout my class action career: Walker v. Surf City Hospitality, aka Sharkeez, et al. OCSC, No. 05CC00293, hourly rate approved in 2006 at $350.00 per hour; Padron v. Universal Protection Service, OCSC No. 05CC00013 and JCCP 4480, hourly rate approved in 2008 at $400.00 per hour; Davila v. Beckman Coulter, Inc., OCSC No. 07CC01347, hourly rate approved in 2009 at $500.00 per hour; Perez v. Naked Juice Company of Glendora, Inc., et. al., LASC No. BC387088, hourly rate approved in 2009 at $500.00 per hour; Gonzalez v. Superior Industries International, Inc., et al., LASC No. BC 357912, approved fees of 33.3% of total settlement amount; Wilson v. MCP Foods, Inc. aka Firmenich, OCSC No. 30-2008-00065584-CU-OE-CXC, hourly rate approved in 2010 at $500.00 per hour; Garcia v. Quiksilver, Inc., OCSC Case No. 30-2008-00083896-CU-OE-CXC, hourly rate approved in 2011 at $500 per hour; Guiterrez, et. al. v. Hilton Hotels Corp., OCSC No. 30-2009-00282002-CU-OE-CXC, hourly rate approved in 2011 at $550.00 per hour; Sanchez v. HVM LQ Management, LLC, USDC Central District No. SA CV11-00123 JAK (PJWx), hourly rate approved in 2012 at $560.00 per hour; Esquivel v. Fairmont Hotels and Resorts, U.S., Inc., Case No. 30-2010-00418849-CU-OE-CXC, hourly rate approved in 2012 at $600.00 per hour; Galvez v. Walt Disney Parks and Resorts U.S., Inc., OCSC NO. 30-2011-00473272-CU-OE-CXC, hourly rate approved in 2013 at $600.00 per hour; Fernando v. GCS Service, Inc., OCSC No. 30-2011-00473162-CU-OE-CXC, hourly rate approved in 2013 at $600.00 per hour; Navarro v. QS Wholesale, Inc., OCSC Case No. 30-2011-00462143-CU-OE-CXC, hourly rate approved in 2013 at $600.00 per hour; LoCascio, et. al. v. Hertz Local Edition, SDSC Case No. 37-2015-00020830, hourly rate approved in 2017 at $750 per hour; Terrado v. Accredited Debt Relief, et. al., SDSC Case No: 37-2018-00014181-CU-OE-CTL, hourly rate

approved in 2018 at $750 per hour; Singer, et. al. v. M.A.C. Cosmetics, SDSC Case No. 37-2019-00033695-CU-OE-CTL, hourly rate of approved in 2020 at $850 per hour.

48. Our firm served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at $130,000,000. During this case, Plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("*Lubin*"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the 130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

Requested Attorney's Fees and Costs

49. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel's negotiated a recovery of $909,000.00 and this result justifies the requested fees equal to 1/3 of this recovery ($303,000.00). This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the requested fees are justified by the work performed.

50. Our firm as Counsel, on behalf of Plaintiff and the PAGA Settlement Members, invested numerous hours litigating this matter through the date of this declaration and have invested attorney time at a rate of more than double the requested fees. The rates charged by my

firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm has invested approximately **176.40** documented hours litigating this matter through the date of this declaration for a total lodestar of **$144,589** in fees, broken down as follows: my rate of $1,050 per hour x 58.30 hours = $61,215; Gregory Mauro's rate of $900 per hour x 84.40 documented hours = $75,960; and paralegal Melissa Whitson's rate of $220 x 33.70 hours = $7,414. Therefore the requested fees are reasonable.

51. Finally the award of litigation expenses is based upon the actual expenses incurred by Plaintiff and Plaintiff's Counsel. My firm has incurred litigation costs in the amount of **$13,408.35** which were all reasonably necessary to the litigation, and are detailed in **Exhibit 4** attached hereto. Under the Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount of **$24,888.04.**

52. Attached hereto as **Exhibit 5** is a true and correct copy of the Proposed Settlement Administrator's quote to administer the terms of the settlement.

53. The Parties request that the Court enter the accompanying proposed order, approving the Settlement as permitted by Labor Code § 2699(l), in accordance with the terms and conditions of the Settlement Agreement.

54. Plaintiff's Motion of the PAGA Approval has been provided to the LWDA along with a copy of the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 17, 2026 at Irvine, California.

____

James R. Hawkins

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

BABATUNDE ADESANYA, on behalf of himself and others similarly situated, Plaintiff, v. SAN JOAQUIN COMMUNITY HOSPITAL, dba ADVENTIST HEALTH BAKERSFIELD, a California nonprofit corporation; ADVENTIST HEALTH, an entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No. BCV-24-102762 **PAGA REPRESENTATIVE SETTLEMENT AGREEMENT**
RACHEL SANCHEZ, on behalf of the general public as private attorney general, Plaintiff, v. ADVENTIST HEALTH BAKERSFIELD dba SAN JOAQUIN COMMUNITY HOSPITAL, a California Corporation; and DOES 1-50, inclusive, Defendants.	Case No. BCV-24-104153

Plaintiffs Babatunde Adesanya and Rachel Sanchez ("Plaintiffs"), on the one hand, and Defendant San Joaquin Community Hospital ("Defendant") on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiffs, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (**"Settlement"**) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. **"Actions"** shall mean the civil actions entitled: (1) *Babatunde Adesanya v. San Joaquin Community Hospital dba Adventist Health Bakersfield, et al.,* Kern County Superior Court Case No. BCV-24-102762 filed on August 15, 2024 (the "*Adesanya* Action"); and (2) *Rachel Sanchez v. Adventist Health Bakersfield dba San Joaquin Community Hospital,* Kern County Superior Court Case No. BCV-24-10415 filed on December 3, 2024.

2. **"Defendant"** shall mean San Joaquin Community Hospital.

3. **"Defense Counsel"** refers to Seyfarth Shaw LLP.

4. **"Effective Date"** refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Mendocino or other court assuming jurisdiction of this matter; and (ii) the Court's Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. **"LWDA"** refers to the California Labor & Workforce Development Agency.

6. **"Operative Complaint"** in order to effectuate the terms of the Parties' settlement, the Parties shall file a stipulation to request the Court consolidate the Actions and for leave to file a consolidated complaint which will be the "Operative Complaint".

7. **"PAGA"** refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

8. **"PAGA Period"** shall mean August 15, 2023 through November 2, 2025 (60 days after mediation).

9. **"PAGA Settlement Members"** shall mean all individuals employed by Defendant as non-exempt employees in California during the PAGA Period. Defendant represents that there are approximately 3,216 PAGA Members in the PAGA Period.

10. **"Plaintiffs"** refers to Babatunde Adesanya and Rachel Sanchez individually and in their capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

11. **"Plaintiffs' Counsel"** refers to James Hawkins APLC and D.Law, Inc.

12. **"Parties"** collectively refers to Plaintiffs and Defendant.

13. **"Released Claims"** shall mean any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiffs to the LWDA to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.

14. **"Released Parties"** shall mean Defendant and all of its past and present parents subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

15. **"Settlement Administrator"** refers to ILYM Group Inc., a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On August 15, 2024 Counsel for Plaintiff Adesanya sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff Adesanya seeks to represent himself and all PAGA Settlement Members. More than 65 days passed after the letter was sent

to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

2. On August 15, 2024, Plaintiff Adesanya filed a putative class action against Defendant.

3. On September 25, 2024 Counsel for Plaintiff Sanchez sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff Sanchez seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

4. On November 4, 2024, Plaintiff Adesanya filed a First Amended Complaint adding a cause of action seeking civil penalties pursuant to PAGA.

5. On December 3, 2024, Plaintiff Sanchez filed a Representative PAGA action against Defendant.

6. On September 3, 2025, the Parties participated in mediation presided over by Brandon McKelvey, an experienced mediator in PAGA actions, which resulted in a settlement in principle.

7. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in this Action and Arbitration, and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, the Parties' Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

8. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action and Arbitration, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action and Arbitration.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial and the Arbitration through the evidentiary hearing, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action and Arbitration, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action or Arbitration, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that they have engaged in any unlawful or wrongful conduct against Plaintiffs or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

Defendant shall pay a settlement payment in a total amount of Nine Hundred Nine Thousand Dollars ($909,000.00) (the **"Total Settlement Payment"**). The Total Settlement Payment shall include Plaintiffs' Counsel Payment, Settlement Administration Costs, and the PAGA Fund as these terms are defined below.

B. Plaintiffs' Counsel Payment of Attorneys' Fees and Costs

1. Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees of up to one-third of the Total Settlement Payment, not to exceed $309,666.67, except as stated in paragraph V.B.1, and reasonable litigation costs (**"Plaintiffs' Counsel Payment"**). Plaintiffs' Counsel will be responsible for submitting all documents to support their request for attorneys' fees and costs.

2. Defendant will not oppose or object to Plaintiffs' Counsel's application for attorneys' fees, not to exceed one-third of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses, which are currently estimated not to exceed $35,000.00.

3. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, it will not be

considered a material change of the Settlement and will not operate to terminate or cancel the agreement, and this Settlement will be enforceable.

4. The Plaintiffs' Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiffs' Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

C. Settlement Administration Costs

1. The cost of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, including the costs to calculate payments to individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members are referred to as the **"Settlement Administration Costs,"** and are estimated not to exceed $15,000.

D. PAGA Fund

1. After deducting Plaintiffs' Counsel Payment, the Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (**"PAGA Fund"**).

2. Sixty-Five percent (65%) of the PAGA Fund will be sent to the LWDA and thirty-five percent (35%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant.

2. Within 7 days after the Effective Date, Defendant shall deposit the Total Settlement Payment with the Settlement Administrator.

B. Pay Periods

1. Defendant estimates that PAGA Settlement Members worked approximately 100,994 pay periods from August 15, 2023 to September 3, 2025 (the date of mediation). If the actual number of pay periods worked by PAGA Settlement Members during the PAGA Period exceeds this estimate by more than ten percent (10%), Defendant, in its sole and absolute discretion, shall have the option to increase the Total Settlement Payment proportionally for the overage (i.e., if the number of pay periods exceeds Defendant's estimate by 11%, Defendant shall increase the Total Settlement Payment by 1%) or to limit the PAGA Period such that the PAGA Period ends on the date when PAGA Settlement Members have worked no more than 10 percent above the pay period estimate. If the Total Settlement Payment is increased pursuant to this provision, the Plaintiffs' Counsel Payment shall be one-third of the increased Total Settlement Payment, plus all documented and reasonable litigation costs and expenses, subject to the Court's approval.

C. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

1. The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member worked in California during the PAGA Period. Partial weeks will be counted as full pay periods.

2. The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members in California during the PAGA Period.

3. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

D. Distribution of PAGA Fund

1. Defendant shall provide the Settlement Administrator with a list of the names, last

known addresses, the number of pay periods worked during the PAGA Period, and Social Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. This information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to sixty-five percent (65%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the **"Individual Payment"**), or as otherwise directed by the Court.

4. To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The Settlement Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, requested by the PAGA Settlement Member prior to the void date. After 180 days from the date of mailing the Individual payment by the Settlement

Administrator, the amount of any undeliverable checks will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members whose checks were undeliverable will still have released the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members. Therefore, Defendant will not be required to pay any interest on said amount.

5. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

6. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from the date of their mailing will still have released the Released Claims. The failure by a PAGA Settlement Member to cash their settlement checks will have no effect on their release of the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount.

7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

E. Settlement Administration Cost Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

F. Plaintiffs' Counsel Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Plaintiffs' Counsel Payment directly to Plaintiffs' Counsel.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA and All PAGA Settlement Members

Upon the date Defendant deposits the Total Settlement Payment with the Settlement Administrator, the LWDA and PAGA Settlement Members, including Plaintiffs, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement Members should not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Voiding the Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiffs and Defendant, at the option of Plaintiffs or Defendant. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to approve a material condition of the Settlement has been received by the party seeking to void the Settlement.

B. Mutual Full Cooperation

Plaintiffs, Defendant, Plaintiffs' Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiffs represent, covenants, and warrants that they have not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed by Plaintiffs' Counsel and Plaintiffs, as well as Defense Counsel and Defendant. No rights under this Settlement may be waived except in writing.

3. This Settlement constitute the entire agreement between Plaintiffs and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or their counsel,

concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

1. Plaintiffs' Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiffs and Plaintiffs' Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of these Actions. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

F. Execution of the Settlement

This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. No Press Release or Publicity Regarding the Terms of the Settlement

Plaintiffs and Plaintiffs' Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiffs and Plaintiffs' Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional organization such as CELA, or legal publication. Plaintiffs and Plaintiffs' Counsel will not state on their

websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Dismissal of Defendant Adventist Health

Defendant agrees to provide a declaration establishing that Defendant Adventist Health, an entity of unknown form, named in the Adesanya Action, was an improperly named defendant as it did not employ Plaintiffs or PAGA Settlement Members.

DATED: January ___, 2026

BABATUNDE ADESANYA

By: ______________________________

1/23/2026

DATED: January ___, 2026

RACHEL SANCHEZ

Signed by:

By: ______________________________

CD1176198DB1401...

DATED: January ___, 2026

ADVENTIST HEALTH DBA SAN JOAQUIN COMMUNITY HOSPITAL

By: ______________________________

Name: ______________________________

Position: ______________________________

AGREED AS TO FORM:

DATED: January __, 2026

D.LAW INC.

By: ________________________________
Mason Doidge
Attorneys for Plaintiff Babatunde Adesanya

DATED: January 23, 2026

JAMES HAWKINS APLC

By: ________________________________
Gregory Mauro
Attorneys for Plaintiff Rachel Sanchez

DATED: January __, 2026

SEYFARTH SHAW LLP

By: ________________________________
Daniel Whang
Attorneys for Defendant Adventist Health dba San Joaquin Community Hospital

websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Dismissal of Defendant Adventist Health

Defendant agrees to provide a declaration establishing that Defendant Adventist Health, an entity of unknown form, named in the Adesanya Action, was an improperly named defendant as it did not employ Plaintiffs or PAGA Settlement Members.

DATED: January 27, 2026

BABATUNDE ADESANYA

Signed by:

By: Babatunde Adesanya

253260FD57C94C4...

DATED: January ___, 2026

RACHEL SANCHEZ

By: ______________________________

DATED: January ___, 2026

ADVENTIST HEALTH DBA SAN JOAQUIN COMMUNITY HOSPITAL

By: ______________________________

Name: ______________________________

Position: ______________________________

AGREED AS TO FORM:

DATED: January 27, 2026

D.LAW INC.

By: ______________________________
Mason Doidge
Attorneys for Plaintiff Babatunde Adesanya

DATED: January __, 2026

JAMES HAWKINS APLC

By: ______________________________
Gregory Mauro
Attorneys for Plaintiff Rachel Sanchez

DATED: January __, 2026

SEYFARTH SHAW LLP

By: ______________________________
Daniel Whang
Attorneys for Defendant Adventist Health dba San Joaquin Community Hospital

websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Dismissal of Defendant Adventist Health

Defendant agrees to provide a declaration establishing that Defendant Adventist Health, an entity of unknown form, named in the Adesanya Action, was an improperly named defendant as it did not employ Plaintiffs or PAGA Settlement Members.

DATED: January ___, 2026

BABATUNDE ADESANYA

By: ______________________________

DATED: January ___, 2026

RACHEL SANCHEZ

By: ______________________________

DATED: January ___, 2026 02/02/2026

ADVENTIST HEALTH DBA SAN JOAQUIN COMMUNITY HOSPITAL

By: Heidar Thordarson

Name: Heidar Thordarson

Position: Finance Officer / CFO

AGREED AS TO FORM:

DATED: January __, 2026

D.LAW INC.

By: ______________________________
Mason Doidge
Attorneys for Plaintiff Babatunde Adesanya

DATED: January __, 2026

JAMES HAWKINS APLC

By: ______________________________
Gregory Mauro
Attorneys for Plaintiff Rachel Sanchez

DATED: 02/03/2026 January __, 2026

SEYFARTH SHAW LLP

By: Daniel Whang
Daniel Whang
Attorneys for Defendant Adventist Health dba San Joaquin Community Hospital

EXHIBIT 2

[DATE]

Dear [NAME]:

NOTICE OF PAGA SETTLEMENT

Babatunde Adesanya et al. v. San Joaquin Community Hospital dba Adventist Health Bakersfield, Inc. et al.

Superior Court of California, County of Kern, Case No. BCV-24-104153

PLEASE READ THIS NOTICE

The enclosed check is your proportional share of the California Private Attorneys General Act ("PAGA") settlement payment in the cases entitled *Babatunde Adesanya et al. v. San Joaquin Community Hospital dba Adventist Health Bakersfield et al.* (Kern County Superior Court Case No. BCV-24-104153) (the "Lawsuit"). As relevant to the enclosed check, the Lawsuit was brought by Babatunde Adesanya and Rachel Sanchez ("Plaintiffs") and alleged that Defendant San Joaquin Community Hospital, dba Adventist Health Bakersfield ("Defendant") violated the Labor Code. Defendant denied the allegations but reached a settlement to avoid the expense and disruption of further litigation.

You are receiving this check because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: all individuals employed by Defendant as non-exempt employees in California from August 15, 2023 through November 2, 2025 (the "PAGA Period").

The Court approved the Settlement on [DATE]. By operation of the Court's order and the settlement terms, all Aggrieved Employees will release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiffs to the California Labor and Workforce Development Agency ("LWDA") to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2698 et seq., and the applicable IWC Wage Order for the PAGA Period "Released Parties" are Defendant, and and all of its past and present parents subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

The records indicate that you worked [**NUMBER OF PAY PERIODS**] pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [NUMBER OF PAY PERIODS].

The enclosed check of [**Check Amount**] represents your share based upon the number of pay periods you worked during the PAGA Period.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. This payment will be reported to the IRS through form 1099 and you are responsible for tax payments, if any, that result from this payment.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. The Settlement Administrator, ILYM Group, Inc., will cancel all checks not cashed by the void date and transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If you have any questions about this payment or if your check is lost or misplaced, contact the Settlement Administrator immediately at [PHONE NUMBER]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

__________, Settlement Administrator for *Babatunde Adesanya et al. v. San Joaquin Community Hospital dba Adventist Health Bakersfield, Inc. et al.*

EXHIBIT 3

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 25, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail

ADVENTIST HEALTH dba SAN JOAQUIN COMMUNITY HOSPITAL
Agent for Service of Process: BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833
Receipt No. 9589 0710 5270 0748 0723 73

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff RACHEL SANCHEZ individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, ADVENTIST HEALTH dba SAN JOAQUIN COMMUNITY HOSPITAL, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Kern County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. <u>All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.</u>

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Gregory Mauro
Enclosure: Proposed PAGA Representative Action Complaint

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
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Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff RACHEL SANCHEZ,
on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

RACHEL SANCHEZ, individually and on behalf of all others similarly situated, Plaintiff, v. ADVENTIST HEALTH dba SAN JOAQUIN COMMUNITY HOSPITAL, a California Corporation; and DOES 1-50, inclusive, Defendants.	CASE NO.: **[PROPOSED]PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq).***

COMES NOW Plaintiff RACHEL SANCHEZ ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants ADVENTIST HEALTH dba SAN JOAQUIN COMMUNITY HOSPITAL, and DOES 1-50, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant's: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; **and** (d) failing to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Kern County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendant consistently maintained and enforced against Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: ((a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; and (d) failing to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved

employees.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs

III. PARTIES

10. Plaintiff, RACHEL SANCHEZ, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately 2014 as a Non-Exempt Employee with the title of Ultrasound Technician/Assistant.

11. Defendants ADVENTIST HEALTH BAKERSFIELD dba SAN JOAQUIN COMMUNITY HOSPITAL operates as a hospital and medical center. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

12. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

13. Plaintiff is informed and believes and thereon alleges that each defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other defendants.

14. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-

Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

IV. GENERAL ALLEGATIONS

15. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

16. At all times set forth herein, Defendants employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

17. Plaintiff is informed and believes Class Members have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

18. Defendants continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to providing assistance and support to Defendants' hospital and medical center.

19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

20. Plaintiff alleges that all class members are citizens of the State of California.

21. On information and belief, during the relevant time frame, Plaintiff and Class Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

22. During the relevant time frame, Defendants compensated Plaintiff and Class Members based upon an hourly rate.

23. During the relevant time frame, all Class Members are citizens of the state of California.

24. On information and belief, during the relevant time frame, Plaintiff and Class

Members typically worked 3 days a week for approximately 12 or more hours a day.

25. Plaintiff is informed and believes that the Class Members were required to keep similar schedules.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to compensate Plaintiff and Class Members for all time worked resulting in an underpayment of minimum and overtime wages. For instance, Defendants would deduct 30 minutes of time for meal periods that were non-Labor Code compliant i.e.: late, cut short, or not provided to Plaintiff and Class Members. As a result of the above practices, Plaintiff and Class Members were not compensated correctly for minimum and overtime wages.

27. In addition, the Class Members frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the employee's correct rate of pay per hour for overtime. During the relevant time period, Defendants failed to incorporate all remunerations into Plaintiff's and Class Members' regular rate of pay for overtime calculation purposes.

28. Plaintiff and the Class Members were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

29. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

30. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members legally compliant second meal periods on shifts over ten hours as required by law.

31. On information and belief, Plaintiff and Class Members did not waive their rights to meal periods under the law.

32. Plaintiff and the Class Members were not provided with valid lawful on-duty meal

periods.

33. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Class Members were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

35. During the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

36. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Class Members to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiff and Class Members to take their lawfully required breaks.

37. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

38. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for rest period violations, gross pay and net pay figures from Plaintiff and the Class Members ' wage statements.

39. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) failing to pay all wages including overtime wages; and

(c) failing to provide accurate itemized wage statements;

40. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

41. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq*.

VI. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

42. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

43. On September 25, 2024 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

44. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

45. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*.

46. At all times relevant, Plaintiff and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

47. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

48. For the violations below, Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

FAILURE TO PAY WAGES INCLUDING OVERTIME

49. At all times relevant, the IWC wage orders applicable to Plaintiff and the Aggrieved Employees require employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means 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, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

50. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiff and Aggrieved Employees are to be paid minimum wage for each hour

worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

51. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

52. Labor Code §510 codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

53. At all times relevant, Plaintiff and Aggrieved Employees regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

54. At all times relevant, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week as a result of Defendants' practice of deducting 30 minutes of time for meal periods that were not Labor Code complaint as discussed above which resulted in a disproportionate underpayment of minimum and overtime wages.

55. Defendants also failed to incorporate all remunerations into Plaintiff's and Class Members' regular rate of pay for overtime calculation purposes resulting in an underpayment of overtime wages.

56. Accordingly, Defendants owe Plaintiff and Aggrieved Employees overtime wages, and have failed to pay Plaintiff and Aggrieved Employees the overtime wages owed.

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

57. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

58. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiff and Aggrieved Employees did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiff and Aggrieved Employees was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees' employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Aggrieved Employees with all their statutorily authorized meal periods.

59. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiff and Aggrieved Employees, timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and the other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

60. By their failure to provide a compliant meal period for each shift worked over five (5) hours and their failure to provide a compliant second meal period for any shift worked over ten

(10) hours per day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

61. Plaintiff and the Aggrieved Employees Plaintiff seeks to represent did not voluntarily or willfully waive meal periods and were regularly required to work shifts without being provided all of their legally required meal periods. Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their meal periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants' implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for the Aggrieved Employees.

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

62. Pursuant to the IWC wage orders applicable to Plaintiff and Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

63. Defendants were required to authorize and permit employees such as Plaintiff and Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Aggrieved Employees' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours

worked, or major fraction thereof.

64. On information and belief Defendants created a working environment in which Plaintiff and Aggrieved Employees were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above. On information and belief, Defendants implemented a policy and practice which resulted in systematic and companywide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

<u>FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS</u>

65. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiff and Aggrieved Employees including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiff and Aggrieved Employees.

66. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and Aggrieved Employees. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

67. Defendants have failed to accurately record all time worked.

68. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

69. Plaintiff and Aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

70. Pursuant to Labor Code section 226, Plaintiff and Aggrieved Employees are

entitled up to a maximum of $4,000 each for record keeping violations.

71. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil 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, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226

FAILURE TO MAINTAIN ACCURATE RECORDS

72. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

PRAYER FOR RELIEF

As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiff and Aggrieved Employees are entitled to civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq*, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: September 25, 2024

JAMES HAWKINS APLC

By: ______________________________

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff RACHEL SANCHEZ, individually and on behalf of all others similarly situated.

EXHIBIT 4

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 01/15/2026**
Client: **SAN JOAQUIN - Rachel Sanchez**
Matter: **SAN JOAQUIN COM - San Joaquin Community Hospital- Rachel Sanchez v. San Joaquin Community Hos**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
09/25/2024	FIL	LWDA submisison fee	$75.00		Unbilled				
09/30/2024	LDS	Legal Document Server - Complaint, Civil Case Cover Sheet, Summons IN# 10467874	$9.95		Unbilled				
10/03/2024	LDS	Legal Document Server - E-Filing - Civil Case Cover Sheet, Summons, Complaint, Complex IN# 10492446	$1,448.70		Unbilled				
10/03/2024	LDS	Legal Document Server - E-Filing - Civil Case Cover Sheet, Summons IN# 10514778	$13.70		Unbilled				
11/07/2024	LDS	Legal Document Server - Process Serve - Complaint, Civil Case Cover Sheet, Summons, notice of Case Management Conference IN# 10705055	$80.00		Unbilled				
11/14/2024	LDS	Legal Document Server - E-Filing - Proof of Service IN# 10705055-01	$28.75		Unbilled				
03/28/2025	LDS	Legal Document Server - Courtesy Copy - Plaintiffs Status Conference Statement IN# 11643371	$160.00		Unbilled				
03/28/2025	LDS	Legal Document Server - E-Filing - Statement IN# 11643224	$25.00		Unbilled				
04/01/2025	LDS	Legal Document Server - E-Filing - Report IN# 11646238	$45.00		Unbilled				
04/02/2025	LDS	Legal Document Server - EFiling - Notice of Related Case IN# 11666834	$45.00		Unbilled				
04/02/2025	LDS	Legal Document Server - E-Filing - Notice of Related Case IN# 11671037	$48.75		Unbilled				
04/02/2025	LDS	Legal Document Server - E-Filing - Notice of Related Case IN# 11666807	$48.75		Unbilled				
04/30/2025	MED	Mediation Services IN#6505 CK#1787	$7,000.00		Unbilled				
09/16/2025	EXA	Expert Analysis in#12761-2 ck#2274	$2,470.00		Unbilled				
10/02/2025	LDS	Legal Document Server - Court Filing - Stip and order IN# 13020635	$220.00		Unbilled				
11/06/2025	LDS	Legal Document Server - EFiling - STip and Order IN# 13284024	$53.50		Unbilled				
		Total:	$11,772.10	$0.00					
		Balance:	$11,772.10						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$11,772.10**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

Matter Billing Detail

Report Date: 1/15/2026
Report Time: 1:14PM

User ID: Gonzales

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 01/15/2026**
Client: **SAN JOAQUIN - Rachel Sanchez**
Matter: **SANJOAQUINPAGA - San Joaquin Community Hospital- PAGA Rachel Sanchez**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
12/04/2024	LDS	Legal Document Server - E-Filing - Civil Case Cover Sheet, Summons IN# 10871429	$1,463.75		Unbilled				
12/05/2024	LDS	Legal Document Server - Process Serve - Paga Representative Action Complaint, Civil Case Cover Sheet, Summons IN# 10885318	$80.00		Unbilled				
12/10/2024	LDS	Legal Document Server - E-Filing - Proof of Service IN# 10885318-01	$28.75		Unbilled				
05/22/2025	LDS	Legal Document Server - EFiling - Cm Statement IN# 12035162	$30.00		Unbilled				
05/22/2025	LDS	Legal Document Server - EFiling - Cm Statement IN# 12040915	$33.75		Unbilled				
		Total:	$1,636.25	$0.00					
		Balance:	$1,636.25						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$1,636.25**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**

EXHIBIT 5

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: San Joaquin Community Hospital

Friday, October 24, 2025

Requesting Attorney:
Gregory Mauro, Esq.
James Hawkins Law
greg@jameshawkinsaplc.com
949.387.7200

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	**2,700**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**No**
ILYM Group Static Website	**No**
NCOA	**Yes**
Case Duration (Years)	**1**

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$2,880.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$10,100.00
Case Conclusion:	$770.00
Estimated ILYM Fees & Expenses:	**$13,750.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: San Joaquin Community Hospital

Friday, October 24, 2025

Requesting Attorney's Name: Gregory Mauro, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	4	$600.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	6	$720.00
NCOA	Flat Rate	$750.00	1	$750.00
Toll-Free Customer Service Representative	Flat Rate	$810.00	1	$810.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Subtotal $2,880.00

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	4	$600.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	4	$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$1.50	2,700	$4,050.00
USPS First Class 1oz Postage	Per Piece	$0.74	2,700	$1,998.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$2.00	351	$702.00
Preparation of Taxes	Hourly	$150.00	5	$750.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal $10,100.00

Activity	Rate Type	Unit Cost	Volume	Amount
CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Process Unclaimed Funds to the State	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$120.00	1	$120.00

Subtotal $770.00

Estimated ILYM Fees & Expenses: $13,750.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.
Charges for Services: Charges to the Client for 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 Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM 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.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM 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 Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM 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 ILYM 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, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable 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. ILYM 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.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, 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.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver 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.
Jurisdiction: The parties hereto 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 waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
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.