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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF VENTURA

CHELSEA TAVIANO, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

HYGIENA LLC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **2024CUOE031125**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: February 18, 2026

Hearing Time: 8:30am

Judge: Hon. Maureen M. Houska

Dept.: 20

Action Filed: September 18, 2024

Trial Date: Not Set

1 I, Sergio J. Puche, declare as follows:

2 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiff Chelsea Taviano (“Plaintiff”). As such, I am fully familiar with the
4 facts, pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff’s
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could and would testify competently to the matters stated
7 herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Hygiena LLC, (“Defendant”) is attached as Exhibit #1. On June 25, 2025 the
10 Parties engaged in a mediation session before mediator Tagore Subramaniam, Esq. Through arms-
11 length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the
12 PAGA claims in this Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
15 Workforce Development Agency (“LWDA”) on June 11, 2024, on behalf of Plaintiff Chelsea Taviano,
16 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
17 General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. A true
18 and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for
19 the LWDA to notify of its intent to investigate has expired for the Plaintiff on August 15, 2024. On
20 September 18, 2024, Plaintiff Taviano filed a Representative Action Complaint in this Court against
21 Defendant Community Health Centers of the Central Coast, Inc., alleging a single cause of action for
22 recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

23 Plaintiff and Defendant agreed to private mediation with Tagore Subramaniam Esq. Prior to
24 the mediation, the Parties conducted significant investigation and discovery of the facts and law.
25 Defendant produced documents relating to its policies, practices, and procedures regarding paying
26 non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
27 operations policies, and more. Plaintiff was provided with sufficient records and data to determine the
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1 number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties
2 agree that the above-described investigation and evaluation, as well as the information exchanged
3 during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions
4 and to compromise the issues on a fair and equitable basis.

5 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendant is
6 liable for off the clock claims due to pre-shift booting up and Covid-19 pre-work questionnaires, and
7 arriving early to comply with Defendant's strict Timekeeping, Attendance and Tardiness policies.
8 Plaintiff alleged that she worked through her lunch period from her desk on 1-2 occasions per week
9 and did not take rest breaks. Additionally, Defendant paid aggrieved employees "REF - Referral
10 Bonus" (6); "Transition Bonus" (); "Rec-CA Referral Bonus" (2); and "MGB - Manager Bonus" (2).
11 Additional annual compensation includes: "AB - Annual Bonus 2017" (316); "CA Longevity Bonus"
12 (55); "Gift Card Taxable" (345); "Training Incentive" (164); and "AB - Annual Bonus" (3). Experts
13 used a weighted average calculation due to regular and overtime shift differentials in calculating the
14 Regular Rate of Pay ("RROP"). Plaintiff argued that overall, overtime and *Ferra* are underpaid.

15 At Mediation, Plaintiff argued that Defendant is liable for a myriad of PAGA Penalties,
16 including PAGA waiting time penalties for 88 former employees in the PAGA Period; PAGA
17 penalties for Unpaid Wages, 226 Wage Statement Violations, and Failure to Reimburse a total of 251
18 employees for all 9,175 pay periods; PAGA penalties for failure to pay at the regular rate of pay to
19 223 employees; and PAGA penalties for failure to pay Meal Premiums to 135 employees.

20 (c) On June 25, 2025, the Parties engaged in a mediation session before Mediator Tagore
21 Subramaniam, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
22 laws and representative claims at issue in this action. Through arms-length negotiations with the
23 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
24 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
25 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
26 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
27 difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential
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1 defenses, and the significant delay and potential appellate issues inherent to litigation – and was
2 reached after extensive arm’s length negotiations, with the assistance of Mediator Subramaniam.

3 (d) In addition to the Gross PAGA Settlement Amount, Defendant agreed to pay an
4 Individual Settlement Amount to Plaintiff in exchange for a settlement of Plaintiff’s individual claims
5 arising out of her employment and a release of all known and unknown claims against Defendant and
6 the Released Parties under Civil Code § 1542. (Agreement at ¶ 5.1). Defendant has agreed to separately
7 pay Plaintiff an Individual Settlement to resolve all of her individual claims. (Id.). The individual
8 claims are not at issue in this action and exist independent and apart from the PAGA claims at issue
9 before the Court. See *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of
10 individual claims does not strip an Aggrieved Employee of standing, as the state’s authorized
11 representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

12 4. The claim before this Court on this motion is solely the representative claim under
13 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
14 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
15 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
16 payment in the amount of \$155,000 to resolve the Released PAGA Claims (hereinafter referred to as
17 the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$155,000, there is a
18 deduction of attorneys’ fees (“PAGA Counsel Fees Payment”) up to \$51,666 (which is one-third of
19 the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
20 Payment”) in an amount not to exceed \$29,000, and Settlement Administration Costs (“Administration
21 Expenses Payment”) not to exceed \$5,115. (Agreement at ¶¶ 3.2.1-3.2.4). After these deductions, the
22 amount remaining is the “PAGA Payment”, which is estimated to be no less than \$62,219. Of the
23 PAGA Payment amount, seventy-five percent (75%) (no less than \$51,914.25) will be paid to the
24 LWDA and the remaining twenty-five percent (25%) (no less than \$17,304.75) will be paid to the
25 Aggrieved Employees (Agreement at ¶ 3.2.3). This 75/25 allocation is required by Labor Code §2699
26 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies
27 because this Action was filed before June 2024.
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1 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
2 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
3 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
4 The PAGA Period is the time period from July 15, 2023 through June 25, 2025. (Agreement at ¶ 1.23).
5 For mediation, Defendant represented that there are approximately 229 Aggrieved Employees who
6 worked approximately 7,617 pay periods during the PAGA Period from July 15, 2023 through June 25,
7 2025. (Agreement at ¶ 4.1).

8 Upon entry of final judgment, the “Released Parties” shall be entitled to a release from the
9 Aggrieved Employees for any “Released PAGA Claims”, which means any and all claims for PAGA
10 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
11 Operative Complaint, or the PAGA Notice submitted by Plaintiff to the LWDA, which arose or
12 occurred during the PAGA Period, and expressly excluding all other non-PAGA claims, including
13 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, workers’ compensation, California class claims,
15 and PAGA claims outside of the PAGA period. (collectively the “Released PAGA Claims”).
16 (Agreement at ¶5.3). The Released PAGA Claims expressly exclude all other non-PAGA claims,
17 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
18 Housing Act, unemployment insurance, disability, social security, workers’ compensation, California
19 class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also
20 expressly exclude Plaintiff’s non-PAGA claims which are subject to a separate release, which will be
21 set forth in a separate individual settlement agreement. (Agreement at ¶ 1.25).

22 Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all
23 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the “Released
25 Parties” from all “Released PAGA Claims.” (Agreement ¶ 5.3). “Released Parties” means(a) Defendant
26 and any direct or indirect, former or present parents, subsidiaries, divisions, affiliates, and related
27 entities of Defendant; (b) the predecessors, successors, and assigns of any of the entities in
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1 subparagraph (a); and (c) each of the respective current, former, and future employees, officers,
2 directors, members, managers, managing agents, agents, affiliates, partners, insurers, reinsurers,
3 accountants, attorneys, investment bankers, trusts, trustees, payroll companies, shareholders, joint
4 venturers, administrators, fiduciaries, heirs, subrogees, and executors of any entity identified in
5 subparagraphs (a) and (b) in his, her, their, or its capacity as such. (Agreement at ¶ 1.26). Lastly,
6 payment to the Administrator in an amount not to exceed \$5,115 to perform the administrative duties
7 to distribute the settlement money shall also be paid. (Agreement at ¶ 3.2.2).

8 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
9 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
10 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$155,000
11 constitutes \$20 per pay period. This PAGA Settlement amount compares favorably to the estimated
12 amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
13 amount of statutory PAGA civil penalties was potentially \$761,700 based on 7,617 pay periods
14 applicable to the Aggrieved Employees during the PAGA Period.¹ Importantly, however, these
15 calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely
16 that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits
17 a Court to award a lesser amount than the maximum civil penalty if based on the facts and
18 circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or
19 confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
20 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
21 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
22 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
23 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$125,000, which is far less
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$761,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 than this settlement provides.

2 6. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
3 for each period the employee worked in relation to meal or rest period violations, failure to pay
4 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
5 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
6 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and
7 that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
8 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
9 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to
10 liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
11 the PAGA notification should be awarded because the violations were not intentional, and at least one
12 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
13 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
14 violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that
15 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that
16 the action is settled in the manner and upon the terms and conditions set forth in the Agreement in
17 order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as
18 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest
19 the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
20 adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims
21 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
22 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
23 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
24 mediator, Tagore Subramaniam, Esq. As set forth in the accompanying proof of service, the LWDA
25 has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to
26 accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is
27 not a situation where the Court needs to be concerned about the rights of absent employees as in a
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1 class settlement, as this PAGA-only settlement does not release the individual claims of absent
2 employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more
3 than able to look out for its own rights.

4 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
5 amount of \$51,666 representing one-third of the \$155,000 Gross PAGA Settlement Amount. The
6 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
7 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
8 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
9 \$155,000, and this result justifies the requested fees equal to one third of this recovery. This percentage
10 is within the standard contingent recovery percentage of one-third, and this percentage is what was
11 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
12 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
13 fee award is less than PAGA Counsel's current lodestar of \$63,898.99, representing a "negative
14 multiplier", with significant additional work to be performed. As detailed in the accompanying billing
15 statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current
16 lodestar for my firm in this court matter as of January 21, 2026, is \$65,898.99 for more than 65.8 hours
17 of work prosecuting the claims being resolved by this Settlement. This time does not include time
18 incurred after the billing was finalized and the time spent managing the completion of the settlement,
19 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
20 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
21 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
22 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
23 award is less than the lodestar, there can be no question of the reasonableness of the award.

24 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
25 Counsel, which currently are \$19,001.49 which is less than the \$29,000 allocation for costs in the
26 Agreement, so the difference of \$9,998.51 will be added to the PAGA Payment amount. The litigation
27 expenses incurred by BNBD total \$19,001.49 and were all reasonably necessary to the litigation. The
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specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

9. Our firm has represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of contested motions for class certification including many consolidated wage and hour matters.

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of California under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on the subject of class actions in the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000

(*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA

1 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
2 negotiated, and which courts have approved.

3 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
4 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
5 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
6 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
7 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
8 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
9 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
10 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
11 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
12 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
13 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
14 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
15 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
16 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
17 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
18 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
19 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
20 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
21 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
22 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
23 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
24 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
25 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
26 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
27 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
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1 No. 30-2008-00231219 (Nov. 23, 2009).

2 (d) Over the course of the litigation, a number of attorneys in the firm have worked
3 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP
4 firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
5 cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at
6 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class
7 litigation experience, much of it in the area of consumer class actions, employment class actions,
8 securities litigation, unfair business practices and other complex litigation. The attorneys at this firm
9 have extensive experience in cases involving labor code violations and overtime claims. Class
10 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
11 including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta,
12 El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
13 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
14 Exploration, Time Warner, and California State Automobile Association. It is this level of experience
15 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
16 defendants and their capable and experienced counsel. On account of the concerted and dedicated
17 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
18 taking other cases, and in fact, had to turn away other potential fee generating cases.

19 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
20 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
21 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
22 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
23 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
24 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
25 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
26 'in line with those prevailing in the [relevant] community'—the Central District of California".
27 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
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1 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
2 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
3 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing
4 rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
5 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
6 to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
7 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
8 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
9 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
10 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
11 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
12 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
13 rates charged by this firm for comparable work are less than these examples and are therefore
14 undoubtedly reasonable.

15
16 11. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
17 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
18 proof of service.

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20 12. Settlement Administration – ILYM Group, Inc., (“ILYM”) was selected as the
21 Settlement Administrator based upon the estimates provided and by agreement of the Parties. We
22 obtained estimates from Apex Class Action Administration (“APEX”), and ILYM using the same
23 criteria. The ILYM estimate provides for Administration Expenses in the amount of \$4,650. The
24 APEX estimate was \$4,990. As a result, the lowest bid from ILYM was selected by the Parties. A
25 Declaration from ILYM is submitted in support of this motion which addresses their qualifications
26 and their estimate as Exhibit #6.

1 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
2 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

3
4 14. PAGA Penalties Valuation

5 (a) Plaintiff's theory of PAGA liability as argued at mediation alleged that
6 Defendant is liable for off the clock claims due to pre-shift booting up and Covid-19 pre-work
7 questionnaires, and arriving early to comply with Defendant's strict Timekeeping, Attendance and
8 Tardiness policies. Plaintiff alleged that she worked through her lunch period from her desk on 1-2
9 occasions per week and did not take rest breaks. Additionally, Defendant paid aggrieved employees"
10 "REF - Referral Bonus" (6); "Transition Bonus" (); "Rec-CA Referral Bonus" (2); and "MGB -
11 Manager Bonus" (2). Additional annual compensation includes: "AB - Annual Bonus 2017" (316);
12 "CA Longevity Bonus" (55); "Gift Card Taxable" (345); "Training Incentive" (164); and "AB -
13 Annual Bonus" (3). Experts used a weighted average calculation due to regular and overtime shift
14 differentials in calculating the Regular Rate of Pay ("RROP"). Plaintiff argued that overall, overtime
15 and *Ferra* are underpaid.

16 At Mediation, Plaintiff argued that Defendant is liable for a myriad of PAGA Penalties,
17 including PAGA waiting time penalties for 88 former employees in the PAGA Period; PAGA
18 penalties for Unpaid Wages, 226 Wage Statement Violations, and Failure to Reimburse a total of 251
19 employees for all 9,175 pay periods; PAGA penalties for failure to pay at the regular rate of pay to
20 223 employees; and PAGA penalties for failure to pay Meal Premiums to 135 employees. (*Id.*)

21 On June 25, 2025, the Parties engaged in a mediation session before Mediator Tagore
22 Subramaniam, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
23 laws and representative claims at issue in this action.

24 (b) For Settlement purposes, Defendant represented that there are approximately 229
25 Aggrieved Employees who collectively worked approximately 7,617 pay periods during the PAGA
26 Period as such there were 7,617 potential violations.

27 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
28

1 statutory PAGA civil penalties was potentially \$761,700 without stacking based on 7,617 pay periods
2 applicable to the 251 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay period.²

3 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
4 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
5 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
6 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
7 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
8 would be only \$125,000 at trial, which is far less than this settlement provides.

9 (e) Plaintiff believes that under the new standard announced by the California Supreme
10 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
11 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
12 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
13 were intentional or knowing as those terms are used in the Labor Code.

14 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
15 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
16 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
17 argue that the violations are because of a change in law, and not any intentional or knowing violation
18 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
19 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
20 unnecessary.

21 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
22 suffered a violation for each period the employee worked in relation to meal or rest period violations,
23 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
24

25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$761,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
2 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
3 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
4 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
5 which are resolved by the Agreement. Defendant has maintained and offered information supporting
6 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
7 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
8 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
9 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
10 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
11 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
12 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
13 attorneys believe that the PAGA Settlement is fair and reasonable.

14 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
15 Amount of \$155,000, the Agreement provides for the accompanying Proposed Order and Judgment to
16 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
17 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
18 claims of the Aggrieved Employees are being affected or released.

19 17. The release of claims is limited “all claims for PAGA penalties appears in the
20 Agreement at paragraph 5.2. The release makes clear that it binds only the named Plaintiff and the
21 State of California. The “Released Parties” are limited to “(a) Defendant and any direct or indirect,
22 former or present parents, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) the
23 predecessors, successors, and assigns of any of the entities in subparagraph (a); and (c) each of the
24 respective current, former, and future employees, officers, directors, members, managers, managing
25 agents, agents, affiliates, partners, insurers, reinsurers, accountants, attorneys, investment bankers,
26 trusts, trustees, payroll companies, shareholders, joint venturers, administrators, fiduciaries, heirs,
27 subrogees, and executors of any entity identified in subparagraphs (a) and (b) in his, her, their, or its
28

1 capacity as such.”. (Agreement at ¶1.26). The release at paragraph 5.2 is appropriately limited to
2 means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
3 on the facts stated in the Operative Complaint, and/or the PAGA Notice submitted by Plaintiff to the
4 LWDA, which occurred during the PAGA Period, and expressly excluding Plaintiff’s Individual
5 Settlement which is subject to a separate confidential settlement agreement and release, claims for
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
7 unemployment insurance, disability, social security, workers’ compensation, and California class
8 claims, and Plaintiff’s individual claims that are subject to a separate release, and PAGA claims
9 outside of the PAGA period.”

10 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
11 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed
13 Property Fund in the name of the individual who failed to cash their check.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 21st day of January 2026, a La Jolla, California.

16 /s/ Sergio J. Puche

17 Sergio J. Puche
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Chelsea Taviano (“Plaintiff”) acting in her private attorneys general capacity, and Defendant Hygiena LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means: *Chelsea Taviano v. Hygiena LLC*, Ventura County Super Court PAGA Case No. 2024CUOE31125; PAGA Notice served on June 11, 2024, and complaint filed on September 18, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Ventura.
- 1.9. “Defendant” means Hygiena LLC.
- 1.10. “Defense Counsel” means Soojin Kang, Ashleigh R. Kasper, and Mason Englet of O’Hagan Meyer LLP.

- 1.11. “Effective Date” means the date upon which the Court signs an Order approving the Settlement without material change, and any appeals or requests for review have been resolved or the time for such appeals or reviews has expired.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of One Hundred Fifty-Five Thousand Dollars (\$155,000), which is the maximum amount Defendant agrees to pay under the Settlement. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required. The Gross PAGA Settlement Amount excludes the Individual Settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein. As such, the Gross PAGA Settlement Amount does not include Plaintiff’s individual settlement which is being separately funded by Defendant and memorialized in separate individual settlement agreement.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notice(s)” means Plaintiff’s June 11, 2024 letter to the Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the

Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. “PAGA Period” means the period from July 15, 2023 through June 25, 2025.

1.24. “Plaintiff” means Chelsea Taviano, the named plaintiff in the Action.

1.25. “Released PAGA Claims” means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, or the PAGA Notice submitted by Plaintiff to the LWDA, which arose or occurred during the PAGA Period, and expressly excluding all other non-PAGA claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also expressly exclude Plaintiff’s non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement.

1.26. “Released Parties” means: (a) Defendant and any direct or indirect, former or present parents, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) the predecessors, successors, and assigns of any of the entities in subparagraph (a); and (c) each of the respective current, former, and future employees, officers, directors, members, managers, managing agents, agents, affiliates, partners, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, payroll companies, shareholders, joint venturers, administrators, fiduciaries, heirs, subrogees, and executors of any entity identified in subparagraphs (a) and (b) in his, her, their, or its capacity as such.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On June 11, 2024, Plaintiff served a PAGA Notice upon Defendant and the LWDA regarding Defendant’s alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide suitable seating, unlawful deductions, failure to pay vacation pay, and failure to provide wages when due.

2.2. On September 18, 2024, Plaintiff filed a Representative Action Complaint, alleging one cause of action for civil penalties pursuant to Labor Code §§ 2699, *et seq.* (PAGA) for

violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Plaintiff's September 18, 2024 Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

- 2.3. On June 25, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., a respected private mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.
- 2.4. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendant produced documents relating to employee payroll spreadsheets, their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- 2.5. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Defendant promises to pay One Hundred Fifty-Five Thousand Dollars (\$155,000), and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant. The Gross PAGA Settlement Amount excludes any individual settlement separately paid to Plaintiff for a General Release of her claims, addressed further herein.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third

(1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$51,666 and PAGA Counsel Litigation Expenses Payment in an amount as documented in PAGA Counsel's billing statement and not more than \$29,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the difference between the amounts requested and awarded shall become part of the PAGA Payment, and the settlement shall otherwise go forward. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$5,115, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,115, the difference shall become part of the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$69,219 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$51,914.25) allocated to the LWDA PAGA Payment and 25% (no less than \$17,304.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS Forms 1099 to the respective Aggrieved Employees and applicable governmental authorities.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Defendant has represented that the Aggrieved Employees consist of approximately 229 employees who collectively worked 7,617 PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft

Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Upon request from the Administrator, Defendant will provide corrected or updated Aggrieved Employee Data, if available, as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment; and the PAGA Counsel Expenses Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer

any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses).

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

5.1 Separate Individual Claims. Pursuant to a separate confidential settlement agreement, in addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately pay Plaintiff an individual settlement to resolve all of her individual non-PAGA claims. The individual settlement is made in exchange for a general release of all of Plaintiff's individual non-PAGA claims arising out of her employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in a separate confidential settlement agreement.

5.2 Release by Plaintiff, the State of California, and Aggrieved Employees. Plaintiff, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released the Released Parties from all Released PAGA Claims.

5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and PAGA Counsel Litigation Expenses incurred in connection with the Operative Complaint and PAGA Notice and the Released PAGA Claims.

- 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing, after review by Defense Counsel, the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this

Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion, and Defense Counsel shall assist or not oppose, as appropriate. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**. Based on its records, Defendant estimated that there are approximately 7,617 PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period. In the event the total number of PAGA Pay Periods exceed this number by more than ten (10) percent (i.e., more than 8,378.7 PAGA Pay Periods), Defendant may elect to: a) purchase the additional PAGA Pay Periods on a pro rata basis, meaning that for each percentage increase over 10%, the Gross PAGA Gross Settlement Amount shall be increased by that percentage over 10% (i.e., if the PAGA Pay Periods are 12% greater than 7,617, then the Gross PAGA Settlement Amount shall be increased by 2%), or (b) cut off the PAGA Period as of the date the 10% cushion is

exhausted. Defendant shall notify PAGA Counsel of its election prior to the filing of Plaintiff's Motion for Approval of the PAGA Settlement.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Action Treatment or Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA Notice have merit, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Tagore Subramaniam, Esq., for resolution.
- 10.5 No Prior Assignments. Plaintiff separately represents and warrants that she has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released by her in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties and the Released Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or

otherwise publicize through any other public or non-public representation the settlement or communicate its terms in public or in private. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case. Plaintiff and the other Aggrieved Employees will instruct their counsel that they shall not utilize this settlement, the related Memorandum of Understanding, or this long form settlement agreement in any way in their marketing or advertising materials or website. All names and other information about Aggrieved Employees shall be confidential and Defendant shall provide the information only to the Administrator who shall maintain the information confidentially and use it only for purposes of administering the settlement.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with discovery, the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037

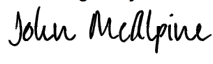
Telephone: (858) 551-1223

To Defendant: Soojin Kang
Ashleigh R. Kasper
Mason Englet
O'Hagan Meyer LLP
550 S. Hope St., Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005
E-Mail: SKang@ohaganmeyer.com
AKasper@ohaganmeyer.com
MEnglet@ohaganmeyer.com

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant or otherwise related to Defendant.
- 10.19 Res Judicata. This settlement and the judgment entered thereon shall have res judicata effect precluding Aggrieved Employees from initiating any other proceedings regarding the PAGA Released Claims released.
- 10.20 Stay of Litigation. The Parties agreed that upon the execution of the MOU the litigation shall be stayed, except to effectuate the terms of this Agreement.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/04/2025	 Chelsea Taviano (Dec 4, 2025 21:26:59 PST) Plaintiff Chelsea Taviano
Dated: December 5, 2025	DocuSigned by:  08E9A7BA53BE4F3... John McAlpine Defendant Hygiena LLC

Dated: 12/5/25



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: December 5, 2025

DocuSigned by:


64F88F76FCE84C9...
Soojin Kang
Ashleigh R. Kasper
Mason Englet
O'Hagan Meyer LLP
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 01/20/2026
Due On: 02/19/2026

Chelsea Taviano
251 Camino Toluca
Camarillo, CA 93010

CA3268

Hygiena LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	08/18/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	08/18/2024	Review & analyze employment file documents	2.00	\$675.00	\$1,350.00
RE	09/17/2024	Review file; begin drafting PAGA only complaint	1.75	\$675.00	\$1,181.25
RE	09/18/2024	Finish draft of PAGA only complaint	1.75	\$675.00	\$1,181.25
RE	09/18/2024	Draft summons & civil case cover sheet	0.50	\$675.00	\$337.50
RE	09/18/2024	Review & finalize PAGA only complaint package; file in Ventura Sup. Ct.	0.75	\$675.00	\$506.25
KN	09/18/2024	Review file and case notes; analysis of claims; review draft complaint; provide input	1.50	\$950.00	\$1,425.00
RE	10/04/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	10/04/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
HD	10/04/2024	Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00

RE	10/04/2024	Review file; prep docs for service of process; identify reg. agent; send out for service	0.75	\$675.00	\$506.25
RE	10/08/2024	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
TM	10/10/2024	Reviewed Plaintiff's documents; updated and created exhibit book.	1.20	\$450.00	\$540.00
JH	10/10/2024	Review/analyze exhibit book; update and advise TM	0.60	\$750.00	\$450.00
JH	11/05/2024	Review corresp from defense counsel re arb agreement; analyze arb agreement and discuss with KN	0.80	\$750.00	\$600.00
JH	11/13/2024	F/u corresp w defense counsel re meet and confer	0.30	\$750.00	\$225.00
JH	11/18/2024	Review file and arb agreement; prepare for and attend meet and confer call with defense counsel; advise team	0.70	\$750.00	\$525.00
JH	11/22/2024	Review/analyze Defendant's answer	0.30	\$750.00	\$225.00
TM	11/22/2024	Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00
JH	11/25/2024	Discuss matter with ND; circulate Plaintiff's proposed mediators	0.30	\$750.00	\$225.00
JH	01/24/2025	Review file; f/u corresp w defense counsel re mediation	0.40	\$750.00	\$300.00
SP	01/29/2025	Sent follow up correspondence to opposing counsel regarding meet and confer efforts. Called and spoke with opposing counsel and met and conferred pursuant to CRC 3.724. Reviewed and revised case management conference statement. Sent confirming email and follow up email to opposing counsel regarding meet and confer and proposed mediators. Revised and finalized Case Management Conference Statement. Arranged for service and filing of CMC Statement.	1.30	\$675.00	\$877.50
JH	02/13/2025	Prepare and appear for CMC: advise team; draft/revise notice of ruling	1.50	\$750.00	\$1,125.00
HD	02/13/2025	Draft Notice of Ruling and Trial. Forward to attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
HD	02/13/2025	Execute and finalize Proof of Service. Process and submit Notice of Ruling and Notice of Trial to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	02/13/2025	Receive email correspondence from Counsel for Defendant re updated service list. Update service list accordingly.	0.20	\$250.00	\$50.00

TM	02/14/2025	Reviewed Defendant's CMC Statement.	0.40	\$450.00	\$180.00
SB	03/06/2025	Review/revise complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
JH	03/10/2025	Confirm w defendant re mediation	0.20	\$750.00	\$150.00
JH	03/20/2025	F/u Corresp w defense counsel re mediation and proposed mediators	0.30	\$750.00	\$225.00
SP	04/30/2025	Reviewed and analyzed pleadings, correspondence, case notes, wage statements and time sheets. Drafted, revised and finalized Mediation Data Request. Served Mediation Data Request.	1.50	\$675.00	\$1,012.50
SP	06/09/2025	Reveiwed and analyzed correspondence, documents and communications. Sent follow up email requested Mediation Data.	0.30	\$675.00	\$202.50
JH	06/12/2025	Review/analyze Defendant's mediation doc/data production; circulate and update file; advise SP	1.40	\$750.00	\$1,050.00
SP	06/12/2025	Reviewed and analyzed initial document and data production. Discussed with OPC and experts. Reveiwed correspondence. Sent class composition to Experts.	1.20	\$675.00	\$810.00
HD	06/12/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
JH	06/13/2025	Review/analyze suppl. mediation doc/data production; discuss class composition with SP	0.60	\$750.00	\$450.00
JH	06/18/2025	Review/analyze expert analysis for mediation	0.70	\$750.00	\$525.00
SP	06/18/2025	Reviewed and analyzed documents, data, correspondence, pleadings and expert analysis. Sent follow up email to OPC regarding class composition. Sent updated class composition to Expert. Created initial draft of Mediation brief. Sent Mediator correspondence of delay in submitting brief. Contacted client and discuss case facts. Updated case notes.	4.20	\$675.00	\$2,835.00
SP	06/19/2025	Reveiwed and analyzed correspondence from OPC. Sent communication to verify sample data. Sent follow up correspondence to Expert with class composition information. Legal research. Reviewed and revised Mediation Brief. Sent to NJD for approval. Compiled exhibits and finalized for submittal.	4.80	\$675.00	\$3,240.00
JH	06/19/2025	Review/analyze additional mediation doc/data production	0.70	\$750.00	\$525.00
HD	06/19/2025	Receive and download Defendant's Documents	0.30	\$250.00	\$75.00

		for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.			
JH	06/20/2025	Review/revise mediation brief; advise SP	0.80	\$750.00	\$600.00
SP	06/20/2025	Reveiwed and analyzed correspondence from NJD. Reveiwed, revised and finalized Mediation brief and arranged for submittal.	0.90	\$675.00	\$607.50
HD	06/20/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	\$250.00	\$75.00
JH	06/23/2025	Review updated mediation expert analysis; discuss with SP	0.40	\$750.00	\$300.00
JH	06/25/2025	Discuss with ND re mediation; review mediator's proposal	1.40	\$750.00	\$1,050.00
JH	08/06/2025	Review/analyze defendant's proposed revisions to MOU; discuss with ND	0.40	\$750.00	\$300.00
KN	08/06/2025	Review draft MOU; analysis of revisions; advise ND	0.50	\$950.00	\$475.00
SP	08/26/2025	Reviewed and analyzed correspondence. Discussed with Team.	0.30	\$675.00	\$202.50
NDB	08/31/2025	Review mediation results and notes. Review MOU revisions. Review and revise MOU. Send to defense counsel.	1.50	\$850.00	\$1,275.00
JH	09/04/2025	Review executed MOU; discuss with ND; assess procedural posture; draft longform PAGA agreement; circulate to defense counsel for review; advise team re PAGA approval motion	2.70	\$750.00	\$2,025.00
HD	09/04/2025	Research Department/Judge Rules and procedure regarding Law and Motion. Telephone Call to the civil court clerk and obtain the court's availability for Motion for Paga Approval.	0.20	\$250.00	\$50.00
KN	09/04/2025	Review final MOU; analysis of issues for settlement and approval; advise staff	0.40	\$950.00	\$380.00
JH	09/10/2025	F/u with defense counsel re longform agreement	0.20	\$750.00	\$150.00
JH	09/17/2025	Review file; corresp w client re status of settlement	0.30	\$750.00	\$225.00
JH	10/06/2025	Review Defendant's proposed revisions to PAGA aggrement; discuss with KN	1.20	\$750.00	\$900.00
KN	10/07/2025	Review draft Agreement and Defendant's revisions; review memo of issues from JH; respond to each issue and advise JH	0.70	\$950.00	\$665.00

JH	10/08/2025	Discuss defendant's revisions with KN; further revise and circulate to defense counsel; request admin bids from potential settlement administrators	0.80	\$750.00	\$600.00
JH	10/21/2025	F/u with defendant re status of agreements	0.20	\$750.00	\$150.00
JH	10/29/2025	Review/analyze Defendant's proposed revisions to PAGA Agreement; discuss with KN	1.20	\$750.00	\$900.00
SP	11/04/2025	Reveiwed and analyzed correspondence from Client. calendar, pleadings, correspondence and documents. Drafted, revised and sent update correspondence to Client.	0.40	\$675.00	\$270.00
KN	11/07/2025	Review draft Agreement and Defendant's revisions; analysis of issues; review memo from JH; respond to each issue	1.00	\$950.00	\$950.00
JH	11/07/2025	Further discuss longform PAGA Agreement with KN further revise and circulate for review; review/analyze Defendant's proposed revisions to individual agreement; discuss with ND	1.00	\$750.00	\$750.00
JH	11/24/2025	Review/analyze Defendant's further revisions; discuss with KN	0.40	\$750.00	\$300.00
KN	11/24/2025	Review revisions to Agreement; review memo from JH; advise JH	0.50	\$950.00	\$475.00
JH	12/05/2025	Draft/revise notice of settlement and stip to vacate trial; circulate to defense counsel for review	0.40	\$750.00	\$300.00
SP	12/05/2025	Reveiwed pleadings and calendar. Arranged for Motion haring and filing date.	0.30	\$675.00	\$202.50
TM	01/06/2026	Review file and court docket; reviewed and analyzed Memorandum of Understanding; reviewed and analyzed Settlement Agreement; reviewed and analyzed Individual settlement agreement for purposes of drafting declaration ISO MPA; discussed with team.	1.50	\$450.00	\$675.00
SP	01/13/2026	Reveiwed and analyzed calendar, docket, correspondence and settlement agreement. Requested all time entered for employees prior to filing PAGA Approval Motion.	0.30	\$675.00	\$202.50
KN	01/14/2026	Review billing statement; check for accuracy; correct issues	0.50	\$950.00	\$475.00
SP	01/19/2026	Reveiwed and analyzed MOU, Mediation Brief, Expert Analysis, and Settlement Agreement. Drafted PAGA Approval Motion. Discussed with JSH. Sent request to TPA For Declaration.	4.60	\$675.00	\$3,105.00
Quantity Subtotal					65.8

Services Subtotal \$44,897.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/11/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	10/04/2024	One Legal/Court Fees	1.00	\$562.71	\$562.71
Expense	10/04/2024	One Legal/Court Fees	1.00	\$41.30	\$41.30
Expense	10/17/2024	One Legal/Court Fees	1.00	\$98.09	\$98.09
Expense	01/29/2025	One Legal/Court Fees	1.00	\$22.92	\$22.92
Expense	02/07/2025	Court Call -11898238	1.00	\$72.00	\$72.00
Expense	02/13/2025	One Legal/Court Fees	1.00	\$22.92	\$22.92
Expense	06/25/2025	Mediation Fees - Momentum	1.00	\$9,250.00	\$9,250.00
Expense	07/01/2025	Berger Consulting Fee.	1.00	\$8,690.00	\$8,690.00
Expense	12/08/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	12/18/2025	One Legal/Court Fees	1.00	\$44.60	\$44.60
Expense	01/20/2026	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$19,001.49

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	2.8	\$450.00	\$1,260.00
Nicholas De Blouw	1.5	\$850.00	\$1,275.00
Ricardo Ehmann	9.4	\$675.00	\$6,345.00
Jeffrey Herman	20.2	\$750.00	\$15,150.00
Trevor Moran	3.9	\$450.00	\$1,755.00
Kyle Nordrehaug	5.1	\$950.00	\$4,845.00
Sergio Puche	20.1	\$675.00	\$13,567.50
Heather Drosi	2.8	\$250.00	\$700.00
Quantity Total			65.8
Subtotal			\$63,898.99
Total			\$63,898.99

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/19/2026	\$63,898.99	\$0.00	\$63,898.99
Outstanding Balance				\$63,898.99
Total Amount Outstanding				\$63,898.99

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

June 11, 2024

CA3268

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Hygiena LLC
Certified Mail #9589071052702092226884
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Hygiena LLC in California, including any employees staffed with Hygiena LLC by a third party, and classified as non-exempt employees during the time period of June 11, 2023 until a date as determined by the Court. Our offices represent Plaintiff Chelsea Taviano (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Hygiena LLC (“Defendant”). Plaintiff has been employed by Defendant in California since July of 2021. Plaintiff is at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and

hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

EXHIBIT 6

DECLARATION OF ANTHONY ROGERS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Hygiena LLC* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
25 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
26 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
27 for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$4,650.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 20th day of January 2026, at Tustin, California.
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17 Anthony Rogers
Anthony Rogers
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hygiena LLC

Wednesday, October 8, 2025

Requesting Attorney:

Jeffrey S. Herman

Blumenthal Nordrehaug Bhowmik De Blouw LLP

jeffrey@bamlawca.com

858.260.8349

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

TRogers@ilymgroup.com

626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	252
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

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

Case Startup:	\$1,343.50
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,736.50
Case Conclusion:	\$570.00

Estimated ILYM Fees & Expenses: \$4,650.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hygiena LLC

Wednesday, October 8, 2025

Requesting Attorney's Name: Brooke Wilkinson Waldrop, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$85.00	1	\$85.00
Toll-Free Customer Service Representative	Flat Rate	\$118.50	1	\$118.50

**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 \$1,343.50

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	252	\$378.00
USPS First Class 1oz Postage	Per Piece	\$0.75	252	\$189.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.50	38	\$94.50
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,736.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$570.00

Estimated ILYM Fees & Expenses: \$4,650.00

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 Client's 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.