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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

STEPHANIE JONES an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiffs v. RADY CHILDREN'S HOSPITAL - SAN DIEGO, a California Corporation; and DOES 1-10, inclusive Defendants	CASE NO. **37-2023-00027035-CU-OE-CTL** [*Consolidated with: 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL*] **DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFFS' *UNOPPOSED* MOTION FOR FINAL APPROVAL OF (1) CLASS ACTION SETTLEMENT; (2) ATTORNEYS' FEES AND COSTS; and (3) CLASS REPRESENTATIVE AWARDS** Date: September 19, 2025 Time: 1:30 p.m. Judge: Hon. Katherine Bacal Dept.: C-63

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Attorneys for Plaintiff KRISTIN DIANE FLEISCHMAN, Individually and on behalf of all others similarly situated,

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff JULIET BARNIA individually and on behalf of herself and on behalf of all persons similarly situated, individually, and on behalf of other members of the general public similarly situated, (hereinafter "Plaintiff.") I make this declaration in support of Plaintiff's Unopposed Motion for (1) Class Action Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Awards.

2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a witness I could and would do so.

Experience of Counsel

3. My partner at the firm, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018*)* 30 Cal.App.5th 504. Mr. Sullivan (who is currently and <u>temporarily</u> unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs' counsel on "Wage and Hour" Class/Representative actions that have collected more than $300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

4. I have over 14 years of experience as an attorney. I have spent my entire time in practice engaged in prosecuting class and representative actions. I became a partner in the firm in 2020. Mr. Kuhn has over 6 years of experience as an attorney who is primarily engaged in prosecuting class and representative actions. He has been the "lead associate" on numerous class action cases that settled in the high "seven figure" and "eight figure" range.

5. Our office are the attorneys of record in a matter very recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC,* 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

6. Our office is lead counsel on approximately 30 employment "wage and hour" claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment "wage and hour" claims on behalf of a Certified Class.

7. In the last seven years, Sullivan & Yaeckel Law Group has tried three "Wage and Hour" Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

8. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants' counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

9. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the class.

<u>Strengths of Plaintiff's Case and The Amount Offered in Settlement</u>

10. My office has met and conferred with Defendant's counsel, and we agree the amounts payable to Plaintiff and each Class member are within the "ballpark range" of proportional liability as set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499. A

detailed breakdown of the valuation of each claim was previously detailed this Court at the preliminary approval stage.

11. As part of the settlement efforts, Plaintiff was able also to provide Defendants with a detailed "scope of liability" calculations based on Defendants own verified records and policies. Throughout the litigation, Defendants presented potentially valid defenses to class certification, liability and damages. Based on these considerations, and the risks involved in continuing litigation, I submit the $1,900,000.00 settlement represents a fair and more than reasonable settlement. While a copy of the Agreement is already on file with Court, for ease of reference, a true and correct copy is attached hereto as **Exhibit 1**.

12. Additionally, I submit that the payment of $45,000.00 to the LWDA for the PAGA claims (75% share of $60,000.00 allocation), even though the LWDA declined to prosecute the claims itself, is a fair, reasonable and adequate allocation.[1] The settlement is in the best interests of the settlement class.

<u>The Risk, Expense, Complexity and Likely Duration of Further Litigation</u>

13. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs and expert witnesses fees would be incurred. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as three per side). This would result in not only the production of six expert reports, but six depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), the parties anticipated (at the very least) that there would be least two dueling motions for summary judgment / adjudication (one from each side).

<u>The Presence of a Govermental Actor</u>

14. The LWDA was notified and declined to prosecute the claims itself. Counsel for the parties believe this is a fair, reasonable, and adequate allocation. The LWDA was also served with copies of the preliminary approval papers and proposed settlement and has not objected or responded to date.

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[1] The LWDA was also served with copies of the Settlement Agreement and Preliminary Approval Motion and has not objected or responded to date.

The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports Awarding a Percentage of the Recovery

15. My office was retained by Plaintiff on a contingency basis. A percentage fee of 35% (thirty-five percent) of any total recovery, was freely negotiated. As part of the agreement, Plaintiff's Counsel was required to continue the prosecution of the matter regardless of the outcome of the preliminary motions (*i.e.*, arbitration, class certification, etc.). Here, Plaintiff's Counsel has agreed to a 33 and 1/3 % share of the recovery in order to maximize the recovery on behalf of the class.

The Continuing Obligation to Devote Time and Effort to the Litigation

16. Since the tentative agreement, my office has had to devote considerable time to maintain the litigation, achieve Court approval for the proposed settlement, and assist the proposed Class Members with questions about the Class Notice, Potential Release and all available options. As is detailed in paragraph below, and based on my experience acting as class counsel, I also estimate at least another 10 hours by my office will be devoted to this case.

The Extent to which the Litigation Precluded Other Employment

17. I, along with the other attorneys who assisted in the matter, were precluded from accepting other employment due to the necessity of maintaining the prosecution of the instant matter.

The Amount Involved and the Results Obtained on Behalf of the Class

18. This is not a "coupon" class action case. As is detailed in the Settlement Administrator's declaration, the Class is set to receive significant monetary benefits. They would not have received these amounts if Class Counsel did not act.

The Lodestar Analysis

19. For purposes of a lodestar cross-check the SYLG's attorneys' fees incurred (to date) are estimated to amount to approximately **$191,400.00.** The Attorney's fees are broken down as follows:

a. I served as lead investigator and co-trial counsel, per the specific request of Plaintiff. My billing rate is **$700.00** per hour. Over the course of the investigation (including pre-filing), I have have currently expended approximately **211.2** hours in the service of this action. **211.2** hours times **$700.00** equals **$147,840.00**. The work includes nearly all preliminary investigation, and the majority of all client and Class Member interaction/meetings. This also included a substantive review and analysis of documents. During this time, I also investigated Defendant, its business practices, and any variations in Class Members' job duties and rates of pay. Aside from supervising the primary associates, my work also included attending hearings and most of the day to day communication with opposing counsel and co-counsel. Throughout the course of the case I also conducted in depth interviews with at least 8 other class members. I spent substantial time preparing for, and attending, the mediation, including preparing a detailed mediation brief and damage analysis. I also handled numerous exchanges between the parties to negotiate and finalize the settlement. I also assisted with the review and drafting of settlement documents and the preliminary and final approval motions.

c. Mr. Ryan Kuhn and (for a limited time period) Ms. Karoline Kitlowski, also served as Associate Attorneys assigned to the case. The associates' billing rate on this matter is **$450.00** per hour. The associates expended approximately **91.8** hours in the service of this action. **91.8** hours times **$450.00** equals **$41,310.00.**The work performed by the associates consisted of, for the most part, analysis of Defendants' documents and records, in preparation for mediation and a class certification motion. The associates were also assigned to discovery creation/review, the preparation of "meet and confer" letters and some other contact with defense counsel. The associates also provided an analysis of employment records to determine "commonality" and damages.

d. Based on past experience, I estimate the associate attorneys will incur an additional **5.0** hours in assisting Class Members on questions and issues regarding the settlement, meeting with Class Members (including those who file "late" submissions), and preparing for and attending the Final Approval hearing in this matter. **5.0** times **$450.00** equals **$2,250.00**.

e. Plaintiff Jones, Plaintiff Barnia, and Plaintiff Fleischman, and their counsel have agreed in writing to split any attorneys fees awarded :42.5% to Sullivan & Yaeckel Law Group, APC; 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 15% to James Hawkins APLC. The proposed split if awarded the full amount of fees sought, is set forth in the [Proposed] Final Approval Order.

<u>The Lodestar Multiplier</u>

20. Given fees incurred here, in addition to the fees incurred by co-counsel, the lodestar totals **$388,170**. ($191,400.00 SYLG +$155,770.00 BNBD + $40,000.00 Hawkins). A modest lodestar multiplier of **1.63** would be required, if the Court determines fees based on the lodestar.

<u>The Reasonableness of Plaintiffs' Hourly Rates</u>

21. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).

22. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between $948- $759 per hour. I have over 15 years experience working on class action litigation and only bill at the rate of $700 per hour.

23. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between $581 - $465 per hour. The associate Mr. Kuhn, who was working on this matter has over six years experience and billed at the rate of $475 per hour.

24. Moreover, based on my personal experience working in class and representative action litigation for over 15 years, I know that our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions in San Diego County.

25. Our hourly rates have routinely been approved by numerous federal and state Courts.

26. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

Plaintiff's Request for Reimbursement of Costs

27. The total costs expended by our office in this matter will be **$23,150.27**. If you add this figure to the costs submitted by James Hawkins APLC ($3,685.51) and Blumenthal Nordrehaug Bhowmik De Blouw LLP ($32,798.11), the total amount sought by all Plaintiffs is **$59,634.89**. The attached Cost Worksheet on behalf of Plaintiff Barnia was contemporaneously maintained and updated by my office. (See **Exhibit 3**). This is a true and accurate summary of the costs incurred by Plaintiffs' counsel. The costs include, filing and service fees (including the Complaint and all other pleadings), all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Legal Research and Postage and Copying Costs. All costs were necessary to the continued prosecution of this matter.

28. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **$85,000.00** in costs. Plaintiffs submits the request for the specific **$59,634.89** amount set forth above.

Class Representative Enhancement

29. Plaintiff Barnia contributed extensive time and resources in the prosecution of this case, as is detailed further in his declaration. Plaintiff was able to provide information instrumental to the prosecution of this matter including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff brought to our attention numerous Labor Code violations that formed the basis of the litigation.

30. I know (from experience) that any company who does a detailed background check, will be able to determine that the Plaintiffs are serving as class representative in a lawsuit against their former employer.

31. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. One such service outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees. www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra Credit Rating Agency of India states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk." http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

32. Finally, any employer may simply check the various Superior Court of California websites and conduct a party name search to uncover whether an applicant has previously filed litigation against their employer.

33. Plaintiff also risked personally owing a large cost award, which I estimate would be well into the tens of thousands of dollars, had the claims been unsuccessful.

34. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery on behalf of the entire class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of August, 2025 at San Diego, California.

Eric Yaeckel

Eric K. Yaeckel

Exhibit 1

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Attorneys for Plaintiff KRISTIN DIANE FLEISCHMAN,
Individually and on behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

STEPHANIE JONES, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. RADY CHILDREN'S HOSPITAL-SAN DIEGO, a Corporation; and DOES 1 through 50, inclusive, Defendants,	Case No. 37-2023-00027035-CU-OE-CTL [*Consolidated with: 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL]* Assigned for All Purposes to: Hon. Katerine Bacal, Dept. C-63 **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE** Action Filed: June 28, 2023 Trial Date: None Set
[AND CONSOLIDATED MATTERS]	
KRISTIN DIANE FLEISCHMAN, individually and on behalf of all others similarly situation, Plaintiff, vs.	Case No. 37-2024-00027510-CU-OE-CTL Assigned for All Purposes to: Hon. Richard S. Whitney Department C-68

RADY CHILDREN'S HOSPITAL – SAN DIEGO, a California Non Profit Corporation. Defendant	Action Filed: June 12, 2024 Trial Date: None Set
KRISTIN DIANE FLEISCHMAN, on behalf of the general public as private attorney general, Plaintiff, vs. RADY CHILDREN'S HOSPITAL – SAN DIEGO, a California Nonprofit Corporation. Defendant	Case No. 24CU006762C Assigned for All Purposes to: Hon. Joel R. Wohlfeil Department C-73 Action Filed: August 19, 2024 Trial Date: None Set

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Action Settlement and Release ("Agreement" or "Settlement Agreement") is made and entered into by and between STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE FLEISHCHMAN, (jointly "Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly situated, and RADY CHILDREN'S HOSPITAL-SAN DIEGO ("Defendant") (collectively, the "Parties"). In consideration of the promises and mutual covenants and agreements herein contained, the Parties hereby covenant and agree as follows:

RECITALS

1. On June 28, 2023, Plaintiff Jones initiated this putative class action by filing a Complaint in the California Superior Court for the County of San Diego, Case No. 37-2023-00027035-CU-OE-CTL (the "*Jones* Class Action"). The operative Complaint asserts Class Action Claims under the California Labor Code and based on allegations that Defendant violated certain requirements of California wage and hour law, including but not limited to: (1) violation of California Business & Profession Code §§ 17200, et seq.; (2) failure to pay minimum wages; (3) (3) failure to pay proper overtime compensation; (4) failure to provide meal breaks; (5) failure to

provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for necessary business expenses; (8) failure to provide wages when due upon termination; and (9) failure to pay sick pay wages. Plaintiff Jones also filed a Complaint in the California Superior Court for the County of Riverside, Case No. CVRI2304478, alleging Private Attorneys General Act of 2004 ("PAGA"), Lab. Code, § 2698, *et seq*., claims based on the same alleged underlying Labor Code violations (the "*Jones* PAGA Action"). The *Jones* PAGA Action has since been transferred to the San Diego Superior Court and consolidated with the *Jones* Class Action. The *Jones* Class Action and *Jones* PAGA Action are collectively referred to as the "*Jones* Actions."

2. On September 20, 2023, Plaintiff Barnia filed a Complaint in the California Superior Court for the County of San Diego, Case No. 37-2023-00041000-CU-OE-CTL (the "*Barnia* Action"). The operative Complaint asserts a claim under the California Labor Code's Private Attorneys General Act of 2004 ("PAGA"), Lab. Code, § 2698, *et seq*., based on allegations that Defendant violated certain requirements of California wage and hour law, including but not limited to: (1) failure to pay minimum wages; (2) failure to pay off-the-clock wages; (3) failure to pay proper overtime compensation; (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to reimburse employees for necessary business expenses; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all wages to upon termination. The *Barnia* Action was consolidated with the *Jones* Actions.

3. On June 12, 2024, Plaintiff Fleishman initiated a putative class action by filing a Complaint in the California Superior Court for the County of San Diego, Case No. 37-2024-00027510-CU-OE-CTL (the "*Fleishman* Class Action"). The operative Complaint asserts Class Action Claims under the California Labor Code and based on allegations that Defendant violated certain requirements of California wage and hour law, including but not limited to: (1) failure to pay wages, including overtime; (2) failure to provide meal breaks; (3) failure to provide rest breaks; (4) failure to pay timely wages; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for necessary business expenses; and (7) violation of the Business and Professions Code §§ 17200, et seq. Plaintiff Fleischman also filed a Complaint in

the California Superior Court for the County of San Diego, Case No. 24 CU006762C, alleging Private Attorneys General Act of 2004 ("PAGA"), Lab. Code, § 2698, *et seq*., claims based on the same alleged underlying Labor Code violations (the "*Fleischman* PAGA Action"). The *Fleischman* Class Action and *Fleischman* PAGA Action are collectively referred to as the "*Fleischman* Actions."

4. The parties agree to consolidate all actions for purposes of getting Settlement Approval. The *Jones* Actions, the *Barnia* Action, and the *Fleishman* Actions are collectively referenced herein as the "Actions".

5. Defendant denies all material allegations set forth in the operative complaints in the Actions and has asserted numerous affirmative defenses.

6. The Parties have investigated the facts and analyzed the relevant legal issues with regard to the claims and defenses in the Actions. Plaintiffs' Counsel's investigation included, *inter alia*, the exchange of information pursuant to informal discovery methods, including: comprehensive review of timekeeping and payroll records of a sampling of data from the putative class; the number of pay periods and Pay Periods included in the class; and a review of Defendant's' corporate wage and hour policies and practices. Based on their investigation and analysis, Plaintiffs believe the Actions have merit, while Defendant believes the Actions have no merit.

7. On November 13, 2024, the Parties participated in mediation before Tripper Ortman, Esq. (the "Mediator"), a respected mediator for California wage and hour class actions. The settlement discussions were conducted at arm's-length, and the settlement is the result of an informed and detailed analysis of Defendant's potential liability of total exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Plaintiffs' Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiffs' Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the putative Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various

defenses asserted by Defendant.

8. In the interest of avoiding further litigation, the Parties agree to fully and finally and forever settle and dispose of all actual or potential claims by the putative Class Members. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all others similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

9. The Settlement Class includes all current and former hourly non-exempt persons employed by Defendant in the State of California between September 2, 2022 through the earlier of the date of Preliminary Approval of the Settlement or March 18, 2025, subject to the "Escalator Clause" provision in paragraph 50 below.

DEFINITIONS

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

11. "Actions" means the consolidated cases, as set forth in paragraphs 1-3, above.

12. "Attorneys' Fees and Costs" means such award of attorneys' fees as may be approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred and to be incurred by Class Counsel in the Actions, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Actions, and expenses for any experts.

13. "Class Counsel" means Sullivan & Yaeckel Law Group, APC, Blumenthal Nordrehaug Bhowmik De Blouw LLP, and James Hawkins APLC, which will seek to be appointed counsel for the Settlement Class.

14. "Class List" means a complete list of all putative Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fifteen (15) calendar days after the Court's Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each putative Class Member's full name; last known address; Social Security Number; and dates of employment.

15. "Class Member(s)" or "Settlement Class" means all current and former hourly non-exempt persons employed by Defendant Rady Children's Hospital-San Diego, in the State of California between September 2, 2022 through the date of preliminary approval of the settlement or March 18, 2025, whichever occurs first.

16. "Class Period" and "PAGA Period" means the period from September 2, 2022 through the date of preliminary approval of the settlement or March 18, 2025, whichever occurs first.

17. "Class Representatives" means Plaintiffs STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE FLEISCHMANN, who will seek to be appointed as the representative for the Settlement Class.

18. "Plaintiffs" means STEPHANIE JONES, JULIET BARNIA and KRISTIN DIANE FLEISCHMANN, who may also be referred to herein as the Class Representatives.

19. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of the putative Class Members and negotiating the Settlement, at no additional cost to Defendant and subject to Court approval.

20. "Defendant" mean Rady Children's Hospital-San Diego.

21. "Effective Date" means when all of the following events have occurred: (1) The Stipulation for Settlement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the parties' intention that the Settlement shall be final for purposes of the

Effective date at the time of Final Approval, if no objections to the settlement are filed. Only in the event that written objections are filed prior to the Final Settlement Approval Hearing, which are not later withdrawn prior to final approval, the Effective Date shall be later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment.

22. "Individual Settlement Payment" means each Participating Class Member's share of the Net Settlement Amount, to be distributed to the Participating Class Members.

23. "Maximum Settlement Amount" means the maximum settlement amount of One Million Nine Hundred Thousand Dollars and Zero Cents ($1,900,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Actions, which includes all attorneys' fees, costs, the enhancement award, payments pursuant to PAGA, and claims administration expenses. In no event will Defendant be liable for more than the Maximum Settlement Amount, unless the escalator clause, described in Paragraph 45, is triggered. No portion of the Maximum Settlement Amount shall revert to Defendant. Defendant's share of any employer payroll taxes to be paid in connection with the settlement (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge – collectively "Employer Taxes") shall be paid in addition to the Maximum Settlement Amount. The Settlement Administrator will then be responsible for making appropriate deductions, reporting obligations, and issuing the individual settlement awards.

24. "LWDA Payment" means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for resolution of the claims for civil penalties alleged pursuant to PAGA, and which are included in the Released Claims.

25. "Net Settlement Amount" means the portion of the Maximum Settlement Amount remaining after deduction of all attorneys' fees, costs, enhancement award, the amount

attributable to payments pursuant to PAGA, and claims administration expenses. The Net Settlement Amount will be distributed to Participating Class Members.

26. "Notice of Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the case name and number; (b) the objector's full name, signature, address, telephone number and the last four digits of the objector's Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the identity of the objector's counsel, if the objector is represented by counsel; and (f) whether the objector wishes to be heard at the Final Approval Hearing.

27. "Notice Packet" means the Notice of Class Action Settlement and Mailing Envelope.

28. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means either Plaintiffs or Defendant.

29. "Participating Class Members" means all Class Members who do not submit a Request for Exclusion.

30. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

31. "Qualified Settlement Account" means a qualified settlement fund account established by the Settlement Administrator into which Defendant will make a one-time deposit of One Million Nine Hundred Thousand Dollars ($1,900,000.00) within fifteen (15) days of receiving the accounting of the final amounts to be paid form the Settlement Administrator, for payment of all Court-approved and claimed amounts from the Maximum Settlement Amount.

32. "Released Claims" include all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were or could have been reasonably asserted based on the factual allegations in the Operative Complaints or based on any facts discovered in the course of the Actions, including (without

limitation), claims for failure to failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq.; and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs.

33. "Released Claims Period" means the period from September 2, 2022 through the date where the Court preliminarily approves the settlement, or March 18, 2025, whichever is earlier.

34. "Released Parties" means Defendant Rady Children's Hospital-San Diego and its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of its past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other individual or entity which could be liable for any of the Released Claims.

35. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) include the case name and number; (b) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be signed by the Class Member; (e) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number; and (f) be postmarked or faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the settlement will be deemed a

Participating Class Member and will be bound by all terms of the settlement, if the settlement is granted final approval by the Court.

36. "Response Deadline" means the deadline by which Class Members must postmark to the Settlement Administrator a valid Request for Exclusion or Notice of Objection. The Response Deadline will be thirty (30) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 30th falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Under no circumstances, other than circumstances described in Paragraph 57, will the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

37. "Settlement Administrator" means CAC Services Group, LLC or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement pursuant to the terms of this Agreement, the Class Notice, the Preliminary Approval Order, and the Judgment, including, without limitation, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administrator shall agree to confidentiality terms as may be required by Defendant regarding personnel and payroll data provided to the Settlement Administrator and shall work with Class Counsel and Counsel for Defendant to implement and administer appropriate fraud-prevention policies. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

38. "Settlement Administration Costs" means the costs approved by the Court to be paid to the Settlement Administrator for administering this Settlement. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the

maximum costs necessary to administer the settlement. The Settlement Administration Costs are currently estimated to be $32,000.00.

39. "Work Weeks" means the number of payroll periods worked by Class Members in California during the Class Period, which shall be calculated by the Settlement Administrator based on the start and end dates of each individual's employment during the Class Period as maintained by Defendant. Class Members may dispute the number of Work Weeks they worked during the Class Period by submitting a written Work Week dispute to the Settlement Administrator, which should include the Class Member's (a) full name, signature, address, telephone number, and the last four digits of the Class Member's Social Security number; (b) the number of Workweeks the Class Member contends is correct; and (c) any evidence supporting the Class Member's contention.

40. "Work Week Value" means the value of each compensable Work Week, as determined by the formula set forth herein.

STIPULATION OF CLASS CERTIFICATION

41. The Parties stipulate to the certification of this Settlement Class for settlement purposes only.

42. This Agreement is contingent upon preliminary and final approval by the Court, and certification of the Settlement Class is only for purposes of Settlement. If, for any reason, the Settlement does not become final, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Actions as if the Agreement had not been entered into. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny certification should this Settlement be reversed on appeal or otherwise not become final. Defendant does not consent to certification of the Settlement Class or any class for any purpose other than to effectuate the Settlement of the Actions.

TERMS OF AGREEMENT

43. NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

44. Funding of the Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement. Within fifteen (15) calendar days of receiving the accounting of the final amounts to be paid from the Settlement Administrator, Defendant will make a one-time deposit of One Million Nine Hundred Thousand Dollars and Zero Cents ($1,900,000.00), plus applicable payroll taxes, for payment of all Court-approved and claimed amounts from the Maximum Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. Within five (5) business days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments to (a) Participating Class Members; (b) the Labor and Workforce Development Agency ("LWDA"); (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the settlement.

45. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees up to 33 and 1/3% of the Maximum Settlement Amount, or Six Hundred Thirty Three Thousand, Three Hundred and Thirty Three Dollars and Thirty-Three cents ($633,333.33), in addition to reasonable Costs and expenses of litigation not to exceed $85,000.00, subject to Court approval. The Attorneys' Fees and Costs Award shall represent payment for all claims for Class Counsel's attorneys' fees and costs, past and future, incurred in the Actions. The Attorneys' Fees and Costs Award shall be paid from the Maximum Settlement Amount, and Defendant shall not otherwise be required to pay for any portion of Plaintiffs' or the Class Members' attorneys' fees, costs, or expenses. The Attorneys' Fees and Costs Award shall be paid to Class Counsel following the Effective Date. Any amounts of attorneys' fees and costs applied for but not awarded by the Court to Class Counsel shall revert back into the Net Settlement Amount. An award by the Court of attorneys' fees or costs

that is less than the amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement. The payment of the Attorneys' Fees shall be allocated as follows: 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 42.5% to Sullivan & Yaeckel Law Group, APC, and 15% James Hawkins APLC. The Attorneys' Costs payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Class Counsel. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

46. Class Representative Enhancement Payments. In exchange for a general release of all claims, and in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and negotiating the Settlement, Defendant agrees not to oppose or impede any application or motion by each Plaintiff for a Class Representative Enhancement Payment up to Ten Thousand Dollars ($10,000.00) each, subject to Court approval. The Class Representative Enhancement Payments will be in addition to Plaintiffs' Individual Settlement Payments as a Participating Class Member paid pursuant to the Settlement.

a. **Class Members' General Release.** The Settlement Class hereby fully and finally releases and discharges the Released Parties from any and all of the Released Claims that were or could be asserted in the lawsuit based upon the facts alleged in the complaint (collectively with Released Claims, "Plaintiffs' Released Claims"), arising or accruing through the Released Claims Period. The Settlement Class's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code § 17200, et seq.

b. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Enhancements Payment to the Plaintiffs, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Plaintiffs agree to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments. No benefit, including but not limited to 401K benefits, shall increase or accrue as a result of any payment as a result of this Settlement. Any portion of the Class Representative Enhancement Payments applied for but not awarded by the Court to Plaintiffs shall be added to the Net Settlement Amount for the benefit of Participating Class Members. An award by the Court of a Class Representative Enhancement Payments that are less than the amount applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement.

47. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated to be $32,000.00. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

48. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Sixty Thousand Dollars ($60,000.00) from the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Forty Five Thousand Dollars ($45,000.00) of this sum will be paid to the LWDA and 25%, *i.e.*, Fifteen Thousand Dollars ($15,000.00), will be distributed to Participating Class Members as part of the Net Settlement Amount. For purposes of this Settlement Agreement only, and not as an admission of liability otherwise, the Parties stipulate that all Participating Class Members are "aggrieved employees" for purposes of distributing the $15,000.00.

49. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Agreement.

50. Escalator Clause. As of December 11, 2024, there were approximately 6,758 Class Members. If, as of the end date of the Class Period, the number of Class Members increases by more than ten percent of the 6,758, Defendant shall increase the Total Settlement Amount proportionally (*i.e.*, for an increase of eleven percent in employees, Defendant shall add an extra 1% to the settlement Amount, for a fifteen percent increase in employees Defendant shall add an extra 5% to the Settlement Amount). In the alternative to adding additional compensation to the settlement, Defendant shall also have the option to cutoff the Class Period as of the date that Defendant reported there were 6, 758 Class Members, or December 11, 2024.

51. Non-reversionary Settlement. No portion of the Maximum Settlement Amount will revert to Defendant.

52. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Work Weeks a Participating Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Work Week worked by each Participating Class Member ("Individual Pay Periods") during the Class Period, the amount to be paid per Work Week, and the individual settlement awards to eligible Participating Class Members.

b. Defendant's employee data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Work Week disputes will be resolved and decided by the Settlement Administrator. If the dispute cannot be settled by the parties and the Administrator, the Court will have the power to render a decision on all Work Week disputes which will be final and non-appealable.

c. The individual settlement awards will be determined by dividing the Net Settlement Amount by the total number of Work Weeks for all Participating Class Members, resulting in the Work Week Value, and then multiplying the Work Week Value by the number of Work Week Periods worked by each Participating Class Member.

53. Settlement Awards Do Not Trigger Additional Benefits. Defendant shall fully discharge its obligations to Plaintiffs and the Participating Class Members through the remittance of the Maximum Settlement Amount to the Settlement Administrator, regardless of whether the checks representing individual settlement awards are actually received and/or negotiated by Participating Class Members. Once Defendant has remitted the Maximum Settlement Amount in accordance with this Settlement Agreement, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Settlement Agreement, and shall have no further obligations under the terms of the Agreement, regardless of what occurs with respect to the further administration of the Settlement. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any Participating Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendant to the Participating Class Members, and that the Participating Class Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

54. Settlement Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. Without prejudice to any other remedies, the Settlement Administrator shall hold Defendant harmless from and against all liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses)

arising out of any failure to timely or properly compensate Participating Class Members as provided for in this Agreement. No person shall have any claim against any of the Released Parties, Counsel for Defendant, Plaintiffs, the Class Members, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

55. Delivery of the Class List. Within fifteen (15) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The information Defendant provides to the Settlement Administrator shall be used solely to administer the terms of the Agreement as described herein, shall remain confidential, and shall not be disclosed to anyone, except pursuant to the express written authorization of Defendant or the individual in question, by order of the Court, or to the extent necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

56. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving the Class List, the Settlement Administrator will perform an NCOA check and shall mail a Notice Packet in Spanish and English to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. There will not be a claim process requirement and, as such, Class Members will not receive nor will they be required to submit a claim form to receive their individual settlements.

57. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes.

58. Time for Objections. The Class Members will then have thirty (30) days in which they must postmark and send written notice to the Settlement Administrator of their decision to object in writing to the Settlement.

59. Notice Packets. All Class Members will be mailed a Notice Packet in English by the Settlement Administrator. Each Notice Packet will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Settlement

Class definition; (d) the total number of Work Weeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) information regarding disputing Work Weeks, Requests for Exclusion, or Notice of Objections; (h) the deadlines by which the Class Member must fax or postmark dispute of Work Weeks, Requests for Exclusions, or Notice of Objections to the Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. For every Class Member where the Notice Packet is returned after mailing with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. For every Class Members where the Notice Packet is returned after mailing without a forwarding address, the Settlement Administrator shall perform one "skip trace" search in a consumer information database comparable to Accurint in an effort to locate a current address. It shall be presumed that each Class Member whose Notice Packet is not returned to the Settlement Administrator as undeliverable within the 30-day notice period has actually received the Notice Packet. The Response Deadline for any Settlement Class Member who is re-mailed a Notice Packet shall be extended fifteen (15) calendar days from the date of the re-mailing or the original thirty (30) calendar day deadline, whichever is later. If the Response Deadline for any Class Member is later than the original 30-day notice period, the Settlement Administrator shall include a letter with the Notice Packet advising the Class Member of the adjustment to the Response Deadline.

60. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of Work Weeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and the Settlement Administrator will make the final decision as to the

number of eligible Work Weeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. Class Members shall have until the Response Deadline to provide evidence to the Settlement Administrator demonstrating that the number of Pay Periods to which they have been credited is incorrect.

61. Settlement Checks. The expiration date on the settlement checks will be one hundred and eighty (180) calendar days from the date the settlement checks are issued. If a Participating Class Member does not cash his or her checks within 180 days, the check will be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will be transmitted to Children's Legal Services of San Diego. The Parties each represent that they do not have any significant affiliation or involvement with the proposed cy pres recipient. The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, all such amounts shall also be transmitted to Children's Legal Services of San Diego. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

62. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of fax or the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Settlement Agreement.

63. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively Request Exclusion of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. The entry of a final order approving settlement of the Actions and Judgment which discharges Defendant and Released Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and bar Plaintiffs and Class Members who did not submit a timely and valid Request for Exclusion from bringing any actions or claims asserting the Released Claims.

64. Individuals who fall within the definition of the Class may choose to opt-out of the Class under such procedures specified in Section III, Paragraph 11(c)(iv) of this Agreement. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, Class Members may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment as the PAGA Period is concurrent with the Class Period. Class Members will be bound by the PAGA portion of the release whether or not they cash the separate PAGA penalty check before it becomes void. Class Members who opt-out will only be bound by the release of the PAGA claims.

65. Written Objection Procedures. To object to the Settlement Agreement in writing, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Absent good cause found by the Court, Class Members who fail to object in writing will be deemed to have waived all written objections to the Settlement, and will be foreclosed from making written objections and seeking any adjudication or review of such written objections, whether by appeal or otherwise, to the Settlement Agreement. Aside from these procedures governing written objections, the Court will otherwise control the acceptance of any objections prior to, or made at

the final approval hearing. Moreover, Class Members are not required to make written objections, and can also make any other objections directly to the Court, at the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

66. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Settlement Class who have submitted a dispute of Pay Periods; (b) the number of Class Members who have submitted valid Requests for Exclusion or Notice of Objections; and (c) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

67. Payroll Taxes. In accordance with this Settlement, the transfer of the Gross Settlement approved by the Court shall, to the fullest extent possible, resolve, satisfy and completely extinguish all of Defendant's liability with respect to the Settlement Class except that Defendant shall solely be responsible for the employer portion of the payroll taxes. Upon the transfer of funds to the Settlement Administrator, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Settlement Class.

68. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiffs and Class Counsel will file a Satisfaction of Judgment within ten (10) calendar days of the submission of said declaration.

69. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: 33.33% of each Individual Settlement Payment will be allocated as alleged unpaid wages, and 66.67% will be allocated as alleged unpaid interest and

penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

70. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

71. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that except for Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

72. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE

RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

73. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

74. Release of Claims by Class Members. Upon the date upon which Defendant transfers the Maximum Settlement Amount to the Settlement Administrator, Plaintiffs and all Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Released Claims Period. The release of Released Claims will have a *res judicata* effect against any Class Members who make a claim against any of the Released Parties for any of the Released claims, file any actions, claims, complaints or proceedings regarding the Released Claims with the California Division of Labor Standards Enforcement, initiate any other proceedings against any of the Released Parties regarding any of the Released Claims, or seek to participate in any judgment or settlement of claims that are the subject of the Released Claims in any other class, collective, or representative action against any of the Released Parties.

75. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory right for any Class Member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

76. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

a. Scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, and the Class Representative's enhancement payment, should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class;

b. Conditionally certifying the Settlement Class for settlement purposes only;

c. Approving, as to form and content, the proposed Notice of Pendency of Class Action and Proposed Settlement;

d. Approving as to form and content the proposed Notice Packet;

e. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Pendency of Class Action and Proposed Settlement;

f. Directing the mailing of the Notice of Pendency of Class Action and Proposed Settlement and Class Action Settlement, by first class mail to the Class Members; and

g. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

77. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed final order of approval and judgment:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs;

c. Approving the Class Representative Enhancement Payments to the Class Representatives;

d. Setting a date when the Parties shall report to the court the total amount that was actually paid to the Class Members; and

e. Entering judgment in the Actions encompassing Defendant and all members of the Settlement Class, with a reservation of continuing jurisdiction by the Court over the Settlement Agreement and its implementation.

f. Posting the judgment on the Settlement Administrator's website for at least 90 days after entry by the Court.

78. Nullification of Settlement Agreement. In the event that the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order of judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning, and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Defendant will cease to have any obligation to pay any portion of the Maximum Settlement Amount to the Qualified Settlement Account, or any other party under the terms of this Agreement and all previous disbursements made from Defendant to the Qualified Settlement Account will immediately revert back to Defendant. Any Settlement Administration Costs incurred will be split equally between the Parties.

79. Rescission of Settlement Agreement (by Defendant). If more than fifteen percent (15%) of the Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel and with a copy to the Settlement

Administrator within ten (10) business days after the Settlement Administrator notifies the Parties of a greater than fifteen percent (15%) opt-out rate. If the option to rescind is exercised, then Defendant shall be solely responsible for all costs of the claims administration accrued to that point, not to exceed the amount approved by the Court in the Preliminary Approval Order. If Defendant exercises this option, the Parties shall return to their respective positions that existed before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Actions, or in any other proceeding.

80. Termination of Settlement. Either Party may terminate this Settlement only if the Court declines to enter the Preliminary Approval Order, the Final Approval Order or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. However, before terminating the Settlement, the parties agree to meet and confer in good faith to bring the Settlement into compliance with any Court Order. Should a party thereafter still wish to terminate the settlement, the terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order of class certification, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the settlement;

e. Neither this Stipulated Settlement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever.

81. Public Statements. Plaintiffs and Class Counsel shall not hold any press conferences or issue any press releases with respect to this Settlement at any time. Until the Parties submit a request for preliminary approval from the Court, Plaintiffs and Class Counsel will keep the terms of this Agreement confidential. Prior to final approval of this Settlement, Plaintiffs and Class Counsel will not discuss the Actions or the Settlement or otherwise disclose the terms of this Agreement with third parties other than Class Members and the Settlement Administrator, except (1) as required by the PAGA statute, (2) as necessary to effectuate this Agreement, and (3) to the Parties' tax advisors. After final approval of this Settlement, Plaintiffs, Defendant, and their respective counsel shall note issue any public statements with respect to the Actions or Settlement, except as required by law. The Parties and their counsel shall not engage in any publicity, including website or social media postings, of any type related to the Actions, Settlement, or litigation against Defendant. Notwithstanding the specific limitations to public disclosure identified herein, Class Counsel shall not be precluded from disclosing the Parties to the lawsuit and the fact that the matter settled to a Court or other tribunal. Furthermore, nothing herein limits Plaintiffs' or any Class Member's ability to communicate with any government agency or otherwise cooperate in any investigation or proceeding that may be conducted by any government agency.

82. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.

After entry of the Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure section 664.6.

83. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

84. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

85. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties and counsel for all Parties or their successors-in-interest.

86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

87. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement

Agreement. The Notice of Pendency of Class Action and Proposed Settlement, attached hereto as Exhibit "A," will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

88. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

89. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

90. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

92. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

93. Plaintiffs' Waiver of Right to Be Excluded and Object. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

94. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either party may appeal any court order that materially alters the Settlement Agreement's terms.

95. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

96. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

97. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

98. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

99. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

100. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

101. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

102. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

103. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JULIET BARNIA

Dated: 4/2/2025

DocuSigned by:
Juliet Barnia
8D29BD464535457...

Plaintiff JULIET BARNIA

PLAINTIFF STEPHANIE JONES

Dated: ______________________

____
Plaintiff STEPHANIE JONES

PLAINTIFF KRISTINE DIANE FLEISHCHMAN

Dated: ______________________

____
Plaintiff KRISTIN DIANE FLEISHCHMAN

DEFENDANT
RADY CHILDREN'S HOSPITAL-SAN DIEGO

Dated: ______________________

____
Chief Financial Officer

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JULIET BARNIA

Dated: ______________________

____
Plaintiff JULIET BARNIA

PLAINTIFF STEPHANIE JONES

Dated: 04/02/2025

Stephanie Jones (Apr 2, 2025 07:06 PDT)
____
Plaintiff STEPHANIE JONES

PLAINTIFF KRISTINE DIANE FLEISHCHMAN

Dated: ______________________

____
Plaintiff KRISTIN DIANE FLEISHCHMAN

DEFENDANT
RADY CHILDREN'S HOSPITAL-SAN DIEGO

Dated: ______________________

____
Chief Financial Officer

104. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JULIET BARNIA

Dated: ____________________

____
Plaintiff JULIET BARNIA

PLAINTIFF STEPHANIE JONES

Dated: ____________________

____
Plaintiff STEPHANIE JONES

PLAINTIFF KRISTINE DIANE FLEISHCHMAN

Dated: 4/1/2025

Signed by:
Kristin Diane Fleischman
9A581A14B7204C6
Plaintiff KRISTIN DIANE FLEISHCHMAN

DEFENDANT
RADY CHILDREN'S HOSPITAL-SAN DIEGO

Dated: 4/9/2025

____
Chief Financial Officer

APPROVED AS TO FORM

Dated: 4/3/2025

SULLIVAN & YAECKEL LAW GROUP, APC

BY: Eric Yaeckel
Eric K. Yaeckel, Esq.
Attorneys for Plaintiff
JULIET BARNIA, individually, and on behalf of other members of the general public similarly situated,

Dated: 4/2/25

BLUMENTHAL NORDEHAUG BHOWMIK DE BLOUW LLP

BY:
Kyle Nordrehaug
Attorneys for Plaintiff
STEPHANIE JONES, individually, and on behalf of other members of the general public similarly situated,

Dated: ____________________

JAMES HAWKINS APLC

BY: ____________________
James Hawkins, Esq.
Attorneys for Plaintiff
KRISTIN DIANE FLEISHCHMAN, individually, and on behalf of other members of the general public similarly situated,

Dated: April 9, 2025

LEWIS BRISBOIS BISGAARD & SMITH LLP

BY:
Marilyn Moriarty, Esq.
Amanda M. Wintz, Esq.
Attorneys for Defendant,
RADY CHILDREN'S HOSPITAL-SAN DIEGO

APPROVED AS TO FORM

Dated: ____________________

SULLIVAN & YAECKEL LAW GROUP, APC

BY:_________________________

Eric K. Yaeckel, Esq.
Attorneys for Plaintiff
JULIET BARNIA, individually, and on behalf of other members of the general public similarly situated,

Dated: ____________________

BLUMENTHAL NORDEHAUG BHOWMIK DE BLOUW LLP

BY:_________________________

Kyle Nordrehaug, Esq.
Attorneys for Plaintiff
STEPHANIE JONES, individually, and on behalf of other members of the general public similarly situated,

Dated: 04/01/2025

JAMES HAWKINS APLC

BY:_________________________

James Hawkins, Esq.
Attorneys for Plaintiff
KRISTIN DIANE FLEISHCHMAN, individually, and on behalf of other members of the general public similarly situated,

Dated: ____________________

LEWIS BRISBOIS BISGAARD & SMITH LLP

BY:_________________________

Marilyn Moriarty, Esq.
Amanda M. Wintz, Esq.
Attorneys for Defendant,
RADY CHILDREN'S HOSPITAL-SAN DIEGO

Exhibit 2

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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 3

LWDA	$75.00	
Postage	$36.32	
One Legal	$495.86	
Employment Research Corp	$20,775.19	
Knox	$227.30	
Superior Court of SD	$14.60	
Transportation	$185.45	
Research	$995.00	
Copies	$345.55	
Subtotal	$23,150.27	4/1/2025
2nd Sub total	**$23,150.27**	**4/1/2025**