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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

MIRIAM CAMARILLO, an individual on behalf of herself and all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL ASSOCIATION, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. **STK-CV-UOE-2025-0007037**
Related Case: *Gill v. Lodi Memorial Hospital Association*, case no. **STK-CV-UOE-2025-12196**

DECLARATION OF VICTORIA B. RIVAPALACIO IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

Hearing Date: November 3, 4, 5, 10, or 12, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Robert T. Waters
Dept.: 11B

Action Filed: August 28, 2025
Trial Date: Not Set

I, Victoria B. Rivapalacio, declare as follows:

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

2. A true and correct copy of the fully executed PAGA Settlement Agreement ("Agreement") between Plaintiffs Miriam Camarillo and Douglas Gill ("Plaintiffs") and Defendant Lodi Memorial Hospital Association, Inc. ("Defendant") is attached as Exhibit #1. On March 4, 2026, the Parties engaged in an all-day mediation session with Lisa Klerman, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, and based on the subsequently proposed mediator's proposal, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement.

3. The Litigation –

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") sent the necessary correspondence to the California Labor and Workforce Development Agency ("LWDA") on February 17, 2025, on behalf of plaintiff Douglas Gill, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true and correct copy of this PAGA Notice is attached as Exhibit #1 to the Representative Action Complaint in the *Gill* Lawsuit (defined below). An amended PAGA Notice was sent on behalf of plaintiff Gill on June 20, 2025, supplying further facts regarding specific violations suffered by plaintiff Gill. A true and correct copy of the amended PAGA Notice is attached Exhibit #2 to the Representative Action Complaint in the *Gill* Lawsuit (defined below). The 65-day notice period for the LWDA to notify of its intent to investigate expired on August 24, 2025. On August 28, 2025, plaintiff Gill filed a Representative Action Complaint against Defendant, San

Joaquin County Superior Court Case No. STK-CV-UOE-2025-0004986, alleging only a cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.] (the "*Gill* Lawsuit").

Separately, on March 12, 2025, Janelle Carney – Attorney at Law, APC ("JCAL") and Frontier Law Center ("FLC") sent the necessary correspondence to the LWDA on behalf of plaintiff Miriam Camarillo, requesting authorization from the LWDA to seek civil penalties as provided by PAGA for the wage and hour violations alleged in the PAGA Notice. The PAGA Notice sent on behalf of plaintiff Camarillo is attached as Exhibit #1 to the Complaint in the *Camarillo* Lawsuit (defined below). The 65-day notice period for the LWDA to notify of its intent to investigate expired for plaintiff Camarillo on May 16, 2025. On May 20, 2025, plaintiff Camarillo filed a wage and hour class and representative action Complaint against Defendant, San Joaquin County Superior Court Case No. STK-CV-UOE-2025-0007037, alleging a number of violations of the California Labor Code, as well as alleging a cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq*.] (the "*Camarillo* Lawsuit"). Plaintiff Camarillo subsequently dismissed the putative class action and individual Labor Code claims, pursuing solely the cause of action brought pursuant to PAGA.

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

(b) Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for its failure to compensate for off-the-clock work, despite knowing that employees were required to carry out pre shift duties, including computer boot-up time and time

waiting in a queue to clock in. Further, Plaintiffs argued at mediation that Defendant is liable for its failure to provide lawful meal and rest periods due, in part, to Defendant's requirement that employees constantly monitor patients, their pagers or radios, and their work stations. Lastly, Plaintiffs argued that Defendant failed to reimburse Plaintiffs and the Aggrieved Employees for the use of their personal cell phone for work purposes. Defendant vehemently disputed Plaintiff's arguments and asserted counter-arguments at mediation.

(c) On March 4, 2026, the Parties engaged in an all-day mediation session with Lisa Klerman, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, and based on the subsequently proposed mediator's proposal, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Ms. Klerman as Mediator.

(d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual non-PAGA claims arising out of their employment pursuant to separate confidential Individual Settlement Agreements ("Individual Settlements"). The individual claims are not at issue in this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip an Aggrieved Employee of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims.).

4. The claim before this Court on this motion is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement

at § F). The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $620,000 to resolve the Released PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From this Gross Settlement Amount of $620,000, there is a deduction of attorneys' fees ("PAGA Counsel Expenses Payment") up to $217,000 (which is thirty-five percent of the PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses Payment") in an amount not more than $35,000, representative enhancement payments in the amount of $10,000 each to Plaintiffs ("Representative Enhancement"), and Settlement Administration Costs ("Administration Expenses Payment") not to exceed $7,931. (Agreement at ¶¶ C, D(1), D(2), E).[1] After these deductions, the amount remaining is the "Net Settlement Amount", which is estimated to be no less than $340,069.

Of the PAGA Payment amount, sixty-five percent (65%) (no less than $221,044.85) will be paid to the LWDA and the remaining thirty-five percent (35%) (no less than $119,024.15) will be paid to the PAGA Settlement Members (Agreement at p.2). "PAGA Settlement Members" (also referred to as "Aggrieved Employees") means all current and former non-exempt employees of Defendants during the PAGA Period. The "PAGA Settlement Period" means the time period from March 12, 2024 through April 3, 2026. (Agreement at pp. 2-3).

The Individual PAGA Payment for each PAGA Settlement Member shall be based on the number of pay periods each PAGA Settlement Member worked during the PAGA Period as a PAGA Settlement Member, as a percentage of the total pay periods worked by all PAGA Settlement Members during the PAGA Period.[2] The PAGA Settlement Period is the time period from March 12, 2024 through April 3, 2026. (Agreement at p. 3). As of approximately August 17, 2026, Defendant has represented that the PAGA Settlement Members consist of approximately 1,774 PAGA Settlement

[1] If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Payment. (Agreement at § D).

[2] See Agreement at ¶ D(3) ("The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($119,024.15) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.")

Members who collectively worked approximately 55,755 PAGA Pay Periods during the PAGA Settlement Period.

Upon entry of final judgment, the Released Parties shall be entitled to a release from the PAGA Settlement Members for any "Released Claims," which means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Settlement Actions, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. (collectively the "Released Claims"). (Agreement at p. 3, ¶ B). "Settlement Actions" is defined collectively as the *Camarillo* Lawsuit and the *Gill* Lawsuit. (Agreement at p.2.) The Released Claims expressly exclude all other claims, including Plaintiffs' individual claims subject to a separate settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California Plaintiffs' claims, and PAGA claims outside of the PAGA period. (Agreement at p. 3, ¶ B).

Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released Parties" which means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant (Agreement at p.3, ¶ B.)

Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Representative Enhancement payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. (Agreement at ¶ 4.4). The face of each check shall prominently state the void date, which is 180 days after the date of mailing when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (*Id*. at ¶ G(4).) For any PAGA Settlement Member whose Individual PAGA Payment check is uncashed and cancelled

after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check. (*Id*.)

PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount ($217,000), and PAGA Counsel Litigation Expenses in an amount not to exceed $35,000 will also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to exceed $7,931 to perform the administrative duties to distribute the settlement money shall also be paid. (Agreement at ¶ E).

5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and therefore should be approved in light of Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of $620,000 is more than other PAGA settlements as it constitutes approximately $11.12 per pay period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $5,575,500 based on 55,755 pay periods applicable to the Aggrieved Employees during the PAGA Period.[3] Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil

[3] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $5,575,500 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties.

penalties would be only $278,775, which is far less than this settlement provides.

6. Here, Plaintiffs would need to prove that each PAGA Settlement Member suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due.

Defendant maintains that Plaintiffs and the PAGA Settlement Members were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded.

Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate.

PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Lisa Klerman, Esq.

As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the amount of $217,000 representing one-third of the $620,000.00 Gross PAGA Settlement Amount. The attorneys' fees will be allocated as follows: 25% to Janelle Carney – Attorney at Law, APC; 25% to Frontier Law Center; 38.75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and 11.25% to Centurion Trial Attorneys, APC. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of $620,000 and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc*., 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing that "'fee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'" (*quoting Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66, fn. 11 (2008)). Second, the fee award is justified by the work performed and contributions to the case. PAGA Counsel's current lodestar of $161,292.50 represents a multiplier of 1.35, with significant additional work to be performed. As detailed in the accompanying billing statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for this firm in this matter as of September 19, 2026 is $51,360.00 for more than 90 hours of work prosecuting the claims being resolved by this Settlement. This time does not include time incurred after the billing was finalized and the time spent managing the completion of the settlement, which I estimate will add another $20,000 in additional lodestar.

Third, consideration of the service factors justify the service of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved.

8. The award of litigation expenses is based upon the actual expenses incurred by PAGA Counsel, which currently are $32,472.25 which is less than the $35,000 allocation for costs in the Agreement, so the difference of $2,527.75 will be added to the PAGA Payment amount. The litigation expenses incurred by BNBD total $17,134.45 and were all reasonably necessary to the litigation. The specific itemization of costs incurred by this firm are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

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

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

Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of $3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH Robinson in the amount of $630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of $500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of $700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of $200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of $580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of $1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of $896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of $835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of $1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of $1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of $380,000 (*Neff v. Oakhurst*

Industries, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of $545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital in the amount of $815,000 (G*onzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County

Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as follows: Partner Attorneys from $850 to $995, Associate Attorneys from $450 to $750, Paralegals from $250 to $275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%

increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of PAGA Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that PAGA Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by PAGA Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by PAGA Counsel (one of the most frequent opposing counsel), charged rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past historically charged between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by this firm for comparable work are less than these examples and are therefore undoubtedly reasonable.

11. LWDA - The LWDA is being served with this motion which includes the Agreement, as verified in the proof of service.

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

14. PAGA Penalties Valuation

(a) Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for its failure to compensate for off-the-clock work, despite knowing that employees were required to carry out pre shift duties, including computer boot-up time and time waiting in a queue to clock in. Further, Plaintiffs argued at mediation that Defendant is liable for its failure to provide lawful meal and rest periods due, in part, to Defendant's requirement that employees constantly monitor patients, their pagers or radios, and their work stations. Lastly, Plaintiffs argued that Defendant failed to reimburse Plaintiffs and the Aggrieved Employees for the use of their personal cell phone for work purposes.

On March 4, 2026, the Parties engaged in an all-day mediation.

(b) For mediation, Defendant represented that the aggrieved employee count consisted of approximately 55,755 PAGA Pay Periods, as such there were 55,755 potential violations.

(c) With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $5,575,500 based on 55,755 pay periods applicable to the Aggrieved Employees during the PAGA Period at a rate of $100 per pay period.[4]

(d) In *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only $278,775, which is far less than this settlement provides.

(e) Plaintiff believes that under the new standard announced by the California Supreme Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent

[4] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $5,575,500 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties.

decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations were intentional or knowing as those terms are used in the Labor Code.

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

(g) To prevail at trial, Plaintiffs would need to prove that each PAGA Settlement Member suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiffs and the PAGA Settlement Members were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable.

15. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement Amount of $217,000, the Agreement provides for the accompanying Proposed Order and Judgment to

be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

16. The release of claims for PAGA penalties appears in the Agreement at section B. The release makes clear that it binds only the named Plaintiff and the State of California. The "Released Parties" are limited to "Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant". (Agreement at p.3, ¶ B). The release at section B is appropriately limited to "all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period." (*Id.*).

17. Uncashed Checks – Under the Agreement at section G, paragraph 4, for any PAGA Settlement Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of September, 2026, at San Diego, California.

/s/ Victoria Rivapalacio
Victoria B. Rivapalacio

EXHIBIT 1

STIPULATION OF SETTLEMENT AND RELEASE

This Settlement Agreement ("Settlement Agreement") is made by and between Plaintiff Miriam Camarillo and Douglas Gill ("Plaintiffs") and Defendant Lodi Memorial Hospital Association, Inc. ("Defendant") in connection with the cases entitled *Miriam Camarillo v. Lodi Memorial Hospital Association, Inc.*, Superior Court County of San Joaquin Case No.: STK-CV-UOE-2025-0007037 filed May 20, 2025 (the "*Camarillo* Lawsuit"), and *Douglas Gill v. Lodi Memorial Hospital Association, Inc.*, Superior Court County of San Joaquin Case No.: STK-CV-UOE-2025-0004986, filed on August 28, 2025 (the "*Gill*" Lawsuit), pending in the Superior Court of the State of California, San Joaquin County. The Agreement refers to Plaintiffs and Defendants collectively as "Parties" or individually as "Party."

Plaintiff Camarillo is represented by Manny Starr and Adam Rose of Frontier Law Center (FLC) and Janelle Carney of Janelle Carney – Attorney at Law, APC ("JCAL"). Plaintiff Gill is represented by Kyle Nordrehaug, Nicholas J. De Blouw, and Victoria Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") (JCAL, FLC and BNBD together, "Plaintiffs' Counsel"). Defendant is represented by Daniel Whang, Kerry Friedrichs, and Tara Mirchandani of Seyfarth Shaw, LLP ("Defense Counsel").

Procedural History

The Camarillo Plaintiffs' and PAGA Action:

On May 20, 2025, Plaintiff Camarillo filed a wage and hour Plaintiffs' and PAGA action against Defendant in the Superior Court County of San Joaquin. Plaintiff Camarillo subsequently dismissed the Plaintiffs' allegations, without prejudice, based on Defendant's contentions regarding an applicable arbitration agreement.

Plaintiff Camarillo's operative Complaint now solely alleges a single cause of action for Civil Penalties Pursuant to Labor Code 2699, because, as a matter of policy or practice, Defendant failed to pay Plaintiff and the Aggrieved Employees as required by law.

Plaintiff Camarillo then agreed to arbitration, prior to filing a demand for arbitration.

The Gill PAGA Action:

Plaintiff Gill's operative Complaint alleges a single cause of action for Civil Penalties pursuant to Labor Code 2699, because, as a matter of policy or practice, Defendant failed to pay Plaintiffs and the Aggrieved Employees as required by law. Plaintiff Gill filed the PAGA Complaint on August 28, 2025, in the Superior Court County of San Joaquin. Plaintiff Gill served his PAGA Letter to the LWDA on February 17, 2025.

The Gill Plaintiffs' Action (dismissed, w/o prejudice):

On April 7, 2025, Plaintiff Gill filed a separate wage and hour Plaintiffs' action against Defendant in the Superior Court County of San Joaquin, which was subsequently dismissed,

without prejudice, based on Defendant's contentions regarding an applicable arbitration agreement.

Mediation:

On March 4, 2026, the Parties in both actions met with mediator Lisa Klerman, to attempt to resolve the cases. The Parties agreed, subject to approval by the Court, to the Settlement of the *Camarillo & Gill* Lawsuits. The Parties further agreed to enter into this Settlement Agreement to memorialize their settlement of the matters.

Accordingly, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiffs, individually and as a representative of the Aggrieved Employees, and Defendant agree that *Camarillo* and *Gill* matters are finally and fully compromised and settled on the following terms and conditions:

Definitions

1. **Approval Hearing** means the Court's hearing on the Motion for Approval of the Settlement.

2. **Court** means the Superior Court of California, County of San Joaquin.

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

4. **Gross Settlement Amount** means Six Hundred Twenty Thousand Dollars and Zero Cents ($620,000.00), which includes all attorneys' fees and costs/expenses petitioned by Plaintiffs' Counsel; any enhancement awards; costs of administration of the Settlement, including the Plaintiffs' individual PAGA claims as asserted in their respective LWDA letters. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount .

5. **PAGA Settlement Members** means all current and former non-exempt employees of Defendants from March 12, 2024 until April 3 2026. (the "PAGA Period").

6. **PAGA Settlement** means and refers to the instant settlement agreement intended to settle the claims in the both the *Camarillo* and *Gill* matters.

7. **PAGA Settlement Period** means the time period from March 12, 2024 through April 3, 2026.

8. **Motion for Approval** means Plaintiffs' submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement and to enter a Final Order in this Action.

9. **MOU** means and refers to the Memorandum of Understanding previously entered into between the Parties.

10. **Net Settlement Amount** means the Gross Settlement Amount less the amounts awarded by the Court for attorneys' fees, costs, enhancement award to Plaintiffs, and claims administrator costs.

11. **Plaintiffs** means Miriam Camarillo and Douglas Gill, the named plaintiffs in the Action.

12. **Qualifying Pay Periods** means the number of pay periods PAGA Settlement Members worked for Defendant in California as non-exempt hourly employees during the PAGA Settlement Period.

13. **Released Claims** means the claims being released as described in Section B below.

14. **Released Parties** means Defendant; its present, former, or future parent and/or affiliated corporations; each of the foregoing's present, former, or future owners, officers, directors, members, shareholders, partners, employees, insurers, successors, predecessors, and managing agents; and any and all agents, legal representatives, or/or attorneys of all of the foregoing entities or individuals.

15. **Representative Enhancement** means the amount approved by the Court, not to exceed Ten Thousand Dollars ($10,000.00), to each Plaintiff for their efforts to represent the alleged aggrieved employees and in exchange for their general release of all claims in favor of the Released Parties.

16. **Settlement** means the disposition of the *Camarillo* and *Gill* lawsuits effected by this Settlement Agreement and the Judgment.

17. **Settlement Administrator** means RUST Consulting.

Terms

A. Pay Period Information

The PAGA Settlement Members worked 55,755 pay periods for the period March 11, 2024 through January 16, 2026 , based on a review of time and payroll records.

B. Release

Upon Court Approval, and subject to Defendant's payment of all sums required herein, the claims released by the PAGA Settlement Members will include the Claims set forth in the *Camarillo* and *Gill* lawsuits for periods of time during employment with Defendant in California as non-exempt hourly employees during the PAGA Settlement Period, including, but not limited to:

Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the State of California and PAGA Settlement Members of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including Plaintiffs' individual claims subject to a separate settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California Plaintiffs' claims, and PAGA claims outside of the PAGA period.

Released Parties include Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

Named Plaintiffs shall release all of their individual claims, including their individual PAGA claims, with prejudice in conjunction with this settlement and approval by the court as well as the individual wage settlements entered into by the parties. The Released Claims expressly exclude any PAGA claims for aggrieved employees other than the named Plaintiffs, and such claims will be dismissed without prejudice upon Approval of the Settlement.

1. Each PAGA Settlement Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) or that could have been asserted based on the facts alleged therein. This release includes, but is not limited to, claims for PAGA civil penalties premised on: Labor Code sections 201, 201.1, 201.5, 202, 203, 204, 210, 218, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and the applicable Wage Order; failure to pay for all hours worked/compensation due for services; failure to provide meal periods;

failure to pay meal period premiums, including the calculation of the meal period premium pay; failure to provide accurate itemized wage statements; and failure to timely pay wages at termination; failure to provide compliant rest periods with payment for missed rest periods; and for minimum wages due to off-the-clock work. The release shall run through April 3, 2026.

C. Gross Settlement Amount

As consideration for the Released Claims, Defendant agrees to fund and the Settlement Administrator shall distribute these funds as follows:

1. Defendant agrees to pay the Gross Settlement Amount to resolve the *Camarillo* and *Gill* matters. This Gross Settlement Amount includes payment for settlement of Plaintiffs' individual claims, including the individual PAGA claims asserted in their letters to the LWDA. The gross settlement will include all payments to be made to each PAGA Settlement Member, attorneys' fees, costs approved by the Court, fees to be paid to a settlement administrator, and the enhancement award to Plaintiffs. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount in this PAGA Settlement;

2. The Gross Settlement Amount, less proposed attorneys' fees, costs, enhancement award to Plaintiffs, and claims administrator costs, shall constitute the "Net Settlement Amount." The Net Settlement Amount will be distributed to all PAGA Settlement Members. There will be no claims process and no reversion to Defendant.

3. Within fourteen (14) calendar days of the Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount.

4. Once Defendant has deposited the Gross Settlement Amount with the Settlement Administrator and provided all PAGA Settlement Member Pay Period data required hereunder, it will be deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be entitled to all protections afforded to Defendant under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, no Released Party shall have any further obligation or liability to the Plaintiffs or PAGA Settlement Members under this Settlement Agreement.

D. Attorneys' Fees and Expenses, Enhancement Award and Distribution of the Settlement Amount

1. Attorneys' Fees and Costs

Plaintiffs' Counsel may petition the Court for attorneys' fees not to exceed Two Hundred Seventeen Thousand Dollars ($217,000.00) and actual costs and expenses incurred in the Action not to exceed Thirty-Five Thousand Dollars ($35,000.00), subject to approval by the Court. Attorneys' fees shall be inclusive of all fees in this matter. Defendant agrees not to object to Plaintiffs' Counsel's fees and reasonable costs/expenses as stated herein and as approved by the Court, each of which shall be paid from the Gross Settlement Amount. The payments to Plaintiffs' Counsel shall be reported on an IRS Form 1099. The payment of the Plaintiffs' Counsel's fees shall be allocated as follows: 25% to JCAL 25% to FLC; 38.75% to BNBD; and 11.25% to Centurion Trial Attorneys, APC. The Attorneys' Counsel expenses payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by Plaintiffs' Counsel. Any portion of requested attorneys' fees and costs not awarded by the Court shall be reallocated to the Net Settlement Amount.

2. Representative Enhancements

Defendant agrees not to object to an enhancement award to the Named Plaintiffs from the Gross Settlement Amount. Subject to the Court's approval, the amount of the enhancement award will not exceed Ten Thousand Dollars and Zero Cents ($10,000.00) each. The enhancement awards shall not be deemed wages and will be reported on an IRS Form 1099 misc., if applicable. Any enhancement award awarded by the Court will be paid from the Gross Settlement Amount.

3. Settlement Distribution

To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $340,069.00 to be paid from the Gross Settlement Amount, with 65% ($221,044.85) allocated to the LWDA PAGA Payment and 35% ($119,024.15) allocated to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($119,024.15) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

E. Settlement Administrator

The Settlement Administrator, RUST Consulting, Inc., expenses subject to Court Approval shall not exceed $7,931.00 to administer the Settlement. The payment to the Settlement Administrator shall be reported on an IRS Form 1099.

F. Motion for Approval of the Settlement

Upon execution of this Settlement Agreement, Plaintiffs shall apply to the Court for the entry of an Order granting Approval, including the following:

1. Approving Plaintiffs' Counsel's request for attorneys' fees and costs;

2. Approving Plaintiffs' Counsel's request for an enhancement to Plaintiffs;

3. Approving RUST Consulting as Settlement Administrator and expenses for settlement administration not to exceed $7,931.00;

5. Approving the PAGA Settlement and:

   (a) Entering judgment fully and finally releasing and discharging the Released Parties as to PAGA Settlement Members and the LWDA and forever barring and enjoining the assertion of the Released Claims as to all such PAGA Settlement Members and the LWDA, as detailed herein, consistent with this Agreement, including the Release set forth in Section B above.

G. Settlement Administration Procedures

1. No later than twenty-one (21) calendar days after approval by the Court of this Settlement, Defendant shall provide the Settlement Administrator with a database containing the following information: (1) the full name, last known address and full social security number of all PAGA Settlement Members; and (2) the information necessary to determine the estimated settlement allocation to each PAGA Settlement Member, including without limitation, the total number of Pay Periods.

2. The Settlement Administrator shall mail individual settlement payment checks to PAGA Settlement Members no later than ten (10) calendar days after Defendant funds the Settlement. No later than that date, it shall transmit the award of attorneys' fees and costs to Plaintiffs' Counsel, the enhancement award to the Plaintiffs, and pay itself all fees actually incurred, in the amounts approved by the Court.

3. The Settlement Administrator will send the LWDA the settlement amount approved by the Court within ten (10) days after the Defendant funds the settlement.

4. A PAGA Settlement Member must cash his or her individual settlement payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Member at his or her correct address. For any PAGA Settlement Member whose individual settlement payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)

5. Escalator Clause: If the total number of pay periods during the PAGA Period increases by more than 10% above 55,755 pay periods (i.e., 61,331 pay periods),then Defendant, in its sole and absolute discretion, shall have the option to increase the GSA proportionally for the overage (i.e., if the number of pay periods exceeds Defendant's estimate by 11%, Defendant shall increase the GSA by 1%) or to limit the PAGA Period such that the PAGA Period ends on the date when PAGA Settlement Members have worked no more than 10 percent above the pay period estimate.

H. Voiding Agreement / Terminating Settlement

1. Plaintiffs or Defendant may terminate the Settlement Agreement if after submitting the settlement for approval to the Court, any Court declines to enter the approval order, or judgment in substantially the forms submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed or denied. The terminating Party shall give to the other Party (through his/their/its counsel) written notice of the decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

(a) The previously agreed-to MOU and this 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 Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Settlement Member, or attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

(c) The Stipulation of Settlement 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 prior to the Settlement.

(d) Except as otherwise discoverable, neither this Settlement Agreement, the previously agreed-to MOU 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 *Camarillo* and/or *Gill* matters, or any other action for any purpose whatsoever.

I. Confidentiality

Plaintiffs' Counsel, and Defense Counsel will not make any public disclosure of the Settlement until the filing of the Motion for Settlement Approval. Plaintiffs and their Counsel represent that they have not made any disclosures that are contrary to the terms of the previously agreed-to MOU and the Settlement Agreement.

J. Non-Admission of Liability

Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, 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; or engaged in any misrepresentation or deception. The Parties agree that the Court has not conducted an evaluation as to any of the claims. Defendant denies all liability for the claims alleged in the *Camarillo* and *Gill* matters, and that any PAGA Settlement Member is owed any damages or penalties, or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

K. Warranties and Representations

Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge

that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and their Counsel warrant and represent that there are no liens on the Gross Settlement Amount and that Defendant may distribute funds to the PAGA Settlement Members, Plaintiffs' Counsel, and the Plaintiffs as provided by this Settlement Agreement.

L. Waiver and Amendment

The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

M. Res Judicata

Plaintiff agrees that the Released Parties can assert this Settlement Agreement and the Order of Approval and Judgment as a defense to any future claims for any Released Claims alleged to have occurred during the PAGA Settlement Period. The Parties intend this settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar an action to the fullest extent permissible under applicable law.

N. Enforcement Action

In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties is/are 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.

O. Notices to Counsel

All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:

SEYFARTH SHAW LLP
Daniel Whang
2029 Century Park East, Suite 3500
Los Angeles, California 90067
dwhang@seyfarth.com

SEYFARTH SHAW LLP
Kerry Friedrichs
Tara Mirchandani
560 Mission Street, 31st Floor

San Francisco, California 94105
kfriedrichs@seyfarth.com
tmirchandani@seyfarth.com

if to Plaintiff:

Janelle Carney
Janelle@JanelleCarneyLaw.com
Janelle Carney-Attorney At Law, APC
1355 N. Mentor Ave, #40137
Pasadena, CA 91104

Manny Starr
Adam Rose
Frontier Law Center
6200 Canoga Avenue, Suite 470
Woodland Hills CA 91367
manny@frontierlawcenter.com
adam@frontierlawcenter.com

P. Binding Agreement

This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

Q. Ongoing Cooperation

The Parties shall support the Settlement, execute all documents and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Settlement Agreement.

R. Governing Law

This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

S. Severability

The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Section B of this Agreement. If a court of competent jurisdiction finds the release provisions of Section B of this Settlement Agreement

to be unenforceable or invalid as against a PAGA Settlement Member, then this Settlement Agreement shall become voidable by Defendant, at Defendant's election, but still subject to Defendant's obligation in Section Q to cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement. If a court of competent jurisdiction finds any provision, other than the release provisions of Section B, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

T. Entire Agreement

This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

U. Counterparts

This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

V. Captions

The captions and headings in this Settlement 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 Settlement Agreement.

W. Mutual Preparation of Agreement

The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall 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 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

Docusign Envelope ID: 78F68457-1726-8608-8014-02D984F53CAF

IT IS SO AGREED.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below.

Dated: _____, 2026 LODI MEMORIAL HOSPITAL ASSOCIATION, INC.

By: _____
Name:
Title:

Dated: 6/26/2026, 2026 MIRIAM CAMARILLO

By: Signed by: Miriam Camarillo BEA3E8BE4425465
Plaintiff

Dated: 07/15/2026, 2026 DOUGLAS GILL

By: Douglas Gill (Jul 15, 2026 11:41:07 PDT)
Plaintiff

IT IS SO AGREED.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below.

Dated: 07/09/2026, 2026 LODI MEMORIAL HOSPITAL ASSOCIATION, INC.

By: Katie Delmore

Name: Katie Delmore
Title: Finance Officer

Dated: _____, 2026 MIRIAM CAMARILLO

By: _____
Plaintiff

Dated: _____, 2026 DOUGLAS GILL

By: _____
Plaintiff

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/16/2026
Due On: 10/16/2026

Douglas Gill
2031 Cedar Ridge Drive
Stockton, CA 95207

CA3652

Lodi Memorial Hospital Association Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	04/03/2025	Review case notes; damage analysis	0.50	$675.00	$337.50
RE	04/03/2025	Review & analyze employment file documents	2.50	$675.00	$1,687.50
RE	04/04/2025	Review, edit & revise class action complaint; finalize draft	2.80	$675.00	$1,890.00
RE	04/04/2025	Draft summons & civil case cover sheet re class action	0.50	$675.00	$337.50
RE	04/04/2025	Review & finalize class action complaint package; file in SJ Sup Ct.	0.70	$675.00	$472.50
RE	04/07/2025	Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	$675.00	$337.50
RE	04/08/2025	Review file; prep docs for service of process re class action; identify reg. agent; send out for service	0.70	$675.00	$472.50
RE	04/17/2025	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	$675.00	$337.50
VR	06/10/2025	Review and Analyze: review and analyze correspondence between parties; review amended PAGA letter; advise PM and CJ; meet	1.70	$750.00	$1,275.00

		and confer with Def's counsel; review complaint and documents			
CJ	06/18/2025	Research status of case and claims in preparation for serving discovery.	1.00	$550.00	$550.00
SB	07/02/2025	Review and amend complaint with individual claims, advise ND	2.80	$450.00	$1,260.00
CJ	07/18/2025	Research case posture, advise GG re discovery to serve	0.50	$550.00	$275.00
GG	07/29/2025	Prepare draft discovery requests, set one (1) (RFA, RFP, SPROGS, FORM-rogs, NOD, Belaire notice, POS, and e-preservation letter.)	1.70	$250.00	$425.00
GG	07/29/2025	Reviewed/finalized discovery requests, set one (1) in class action. Served, saved to file, updated flowchart, and discovery chart, and circulated confirmation email.	0.60	$250.00	$150.00
GG	08/04/2025	Reviewed complaint and correspondence from Def., prepared draft dismissal and declaration of class action, saved to file and emailed to VR for review.	0.50	$250.00	$125.00
VR	08/04/2025	Review and Revise: review and revise request for dismissal and supporting declaration; review correspondence between parties; review arbitration agreement; correspondence to Def	0.80	$750.00	$600.00
GG	08/08/2025	Prepared POS, finalized, filed, and served request for dismissal and declaration re class action, saved to file, circulated confirmation, added to list to track.	0.60	$250.00	$150.00
VR	08/08/2025	Review and Revise: review correspondence between parties; review request for dismissal; advise GG	0.30	$750.00	$225.00
RE	08/27/2025	Review file; draft PAGA only complaint	3.80	$675.00	$2,565.00
RE	08/27/2025	Draft summons & civil case cover sheet re PAGA action	0.50	$675.00	$337.50
RE	08/27/2025	Review & finalize PAGA only complaint package; file in San Joaquin Sup Ct.	0.60	$675.00	$405.00
RE	08/29/2025	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	$675.00	$337.50
RE	08/29/2025	Provide notice to LWDA of PAGA action filing; research LWDA database for other actions w/ same defendant; notify team of related case	0.50	$675.00	$337.50
GG	09/11/2025	Reviewed case file, checked ROA re status of	0.30	$250.00	$75.00

		dismissal, downloaded, saved, and circulated confirmation re signed order.			
GG	09/11/2025	Reviewed ROA re pending hearings and informed CJ re status.	0.20	$250.00	$50.00
GG	09/12/2025	Reviewed case file, to confirm PMK deposition, updated events email, and circulated confirmation.	0.10	$250.00	$25.00
GG	09/15/2025	Reviewed notice re filed declaration and POS re dismissal, and saved to file.	0.10	$250.00	$25.00
RE	09/16/2025	Review file; prep docs for service of process re paga action; identify reg. agent; send out for service of process	0.70	$675.00	$472.50
GG	10/31/2025	Lodi Memorial, reviewed case filed for relevant dates, inserted info into Clio began preparing discovery requests, set one for PAGA (RFA, RFP, SPROGS, FROGS, NOD, POS, Belaire notice, and e-preservation letter.)	1.00	$250.00	$250.00
CJ	01/22/2026	Analyze status of claims adn posture of case, review complaint and related case folder, analyze JPA and mediation deadlines	1.00	$550.00	$550.00
CJ	01/26/2026	Continue to analyze status of case and mediation, draft correspondence re mediation docs, advise AJB and co-counsel	1.00	$550.00	$550.00
CJ	01/28/2026	Finalize data request to Defendant, correspond with co counsel adn Defendant re same	0.50	$550.00	$275.00
CJ	01/30/2026	Continue analysis of related case, review CMC issues and prior orders, evaluate docs received and needed for mediation	1.00	$550.00	$550.00
CJ	02/02/2026	Evaluate ROA, advise VR, redline OSC Statement, evaluate CMC issues and prior orders, correspond with OPC	1.00	$550.00	$550.00
GG	02/02/2026	prepared POS, finalized, filed, and served OSC statement. Saved to file and circulated confirmation email.	0.60	$250.00	$150.00
CJ	02/04/2026	Analyze documents required for mediation from Defendant, correspond with Defendant	0.50	$550.00	$275.00
CJ	02/09/2026	Continue analysis of liability, correspond with OPC re data and documents required for mediation	0.50	$550.00	$275.00
GG	02/10/2026	reviewed notice re rejected filing, searched court rules re efile requirements, refiled osc notice.	0.40	$250.00	$100.00
GG	02/11/2026	reviewed email notice re filed statement, downloaded, and saved.	0.10	$250.00	$25.00

CJ	02/13/2026	Evaluate status of mediation data and correspond with OPC re same	0.50	$550.00	$275.00
CJ	02/13/2026	Analyze OSC hearing and issues related to same, review procedural posture and analyze ROA	0.50	$550.00	$275.00
GG	02/13/2026	searched ROA re upcoming OSC hearing, reviewed court rules re remote appearances, called clerk to confirm, prepared drafts re notice of remote appearance and notice proposed order re remote appearance, finalized, filed, served. Saved to file and circulated confirmation.	1.10	$250.00	$275.00
GG	02/13/2026	searched roa re status of remote appearance request, contact clerk via telephone and sent follow up email. Reviewed email from CJ re status and responded.	0.50	$250.00	$125.00
GG	02/13/2026	reviewed email response from clerk, and responded.	0.20	$250.00	$50.00
GG	02/13/2026	reviewed of confirmation of filing, contacted clerk and informed re updated re-filed notice, downloaded and saved conformed copies, and sent follow up email to dept. clerk re order re appearance.	0.30	$250.00	$75.00
GG	02/13/2026	reviewed ROA, downloaded, saved and circulated the remote appearance order, and sent remote appearance information to CJ.	0.20	$250.00	$50.00
CJ	02/17/2026	Prepare for CMC and OSC, appear at hearing and memorialize outcome to firm	1.50	$550.00	$825.00
GG	02/17/2026	sent follow up email to Def. counsel re access to mediation documents produced.	0.10	$250.00	$25.00
AR	02/19/2026	Review and outline file and docket for status; draft summary of discovery and pending dates.	0.30	$550.00	$165.00
CJ	02/20/2026	Analyze wage statements for Plaintiffs in preparation for mediation	1.00	$550.00	$550.00
CJ	02/20/2026	Analyze Defendant's EE handbooks (2) in preparation for mediation	1.00	$550.00	$550.00
CJ	02/20/2026	Begin drafting mediation brief	1.00	$550.00	$550.00
CJ	02/23/2026	Analyze Plaintiff's documents, annotate re 2802 and time keeping for purposes of preparing for mediation	1.00	$550.00	$550.00
CJ	02/23/2026	Evaluate claims and posture of case, review Defendant's documents and Gerard waiver issues	1.50	$550.00	$825.00
CJ	02/23/2026	T/C with Plaintiff	1.00	$550.00	$550.00
CJ	02/23/2026	Evaluate related case for purposes of mediation	1.00	$550.00	$550.00

CJ	02/24/2026	T/c with Plaintiff	1.00	$550.00	$550.00
CJ	02/24/2026	Analyze attestation issues, correspond with expert and co counsel	1.00	$550.00	$550.00
CJ	02/25/2026	Draft Mediation brief, review related case adn JPA, incorporate facts from both cases	2.00	$550.00	$1,100.00
CJ	02/25/2026	Evaluate updated chart from expert, continue to analyze Gerard waiver issue	1.00	$550.00	$550.00
CJ	02/26/2026	Continue to review analysis from expert charts, analyze how waiver impacts claims, review co counsel correspondences re same	1.00	$550.00	$550.00
CJ	02/26/2026	Draft revised mediation brief	1.50	$550.00	$825.00
GG	02/26/2026	reviewed email from Def., and updated POS.	0.10	$250.00	$25.00
GG	02/26/2026	reviewed email from VR, reviewed notice of related case, searched LWDA, ROA, and Lexis for copy of complaint, searched court website for process for requesting records, prepared local form, and emailed.	0.80	$250.00	$200.00
GG	02/26/2026	reviewed calendar/ROA to confirm upcoming Mediation	0.20	$250.00	$50.00
SB	02/27/2026	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	$450.00	$1,170.00
CJ	02/27/2026	Draft final revisions to mediation brief, evaluate revised expert report adn incorporate	2.00	$550.00	$1,100.00
GG	02/27/2026	updated events email with remote appearance information re Mediation.	0.10	$250.00	$25.00
SB	03/02/2026	Speak with client about claims, calculate individual damages, advise AJB	2.60	$450.00	$1,170.00
SB	03/03/2026	Prepare for mediation, review and anlyze mediation brief, advise AJB	2.60	$450.00	$1,170.00
CJ	03/03/2026	Evaluate expert report and status of brief, evaluate co counsel's positions	1.00	$550.00	$550.00
SB	03/04/2026	Attend mediation	8.00	$450.00	$3,600.00
CJ	03/04/2026	Analyze Plaintiff's facts and claims and advise co counsel	0.50	$550.00	$275.00
CJ	03/04/2026	Review status of confidentiality agreement and status of Defendant's document production	0.50	$550.00	$275.00
GG	03/04/2026	Reviewed email thread with AJ re mediation conf. agreement, reviewed previous emails, checked calendar, and sent response.	0.40	$250.00	$100.00

GG	03/09/2026	Reviewed email re mediators proposal, checked file and confirmed information was saved.	0.10	$250.00	$25.00
AR	03/23/2026	Multiple correspondence regarding settlement.	0.30	$550.00	$165.00
AB	03/26/2026	Review/analyze/respond to cocounsel question re GSA and allocation.	2.00	$895.00	$1,790.00
AB	04/02/2026	Review/analyze redline of MOU by OPC. Draft/ send responsive redline/corr after checking / corresponding w/ cocounsel.	4.00	$895.00	$3,580.00
CJ	04/06/2026	Analyze case adn claims, review case posture, evaluate status of settlement and MOU, review prior orders	1.00	$550.00	$550.00
CJ	04/06/2026	Draft CMC Statement	0.50	$550.00	$275.00
PM	04/20/2026	Review MOU and draft settlement agreement; advise VR re revisions.	0.75	$750.00	$562.50
VR	05/07/2026	Review and Revise: review and revise longform settlement agreement; review correspondence between parties	2.40	$750.00	$1,800.00
VR	05/08/2026	Review and Analyze: review correspondence between parties; review MOU; review status of settlement agreement	0.40	$750.00	$300.00
CJ	07/10/2026	Evaluate status of settlement in prep for declaration drafting	0.50	$550.00	$275.00
GG	07/10/2026	Reviewed email from AR re serving discovery requests, reviewed, finalized, served, saved to file, and circulated confirmation email for calendaring.	0.70	$250.00	$175.00
CJ	07/16/2026	Evaluate settlement agreement, review mediation brief and analyze case posture	1.00	$550.00	$550.00
CJ	07/16/2026	Draft declaration on behalf of Plaintiff, review status of discovery and claims settled	1.00	$550.00	$550.00
GG	07/21/2026	Reviewed email from CJ re CMC Statement, prepared POS, finalized, filed, served and saved to file. Circulated confirmation.	0.50	$250.00	$125.00
GG	07/30/2026	Reviewed email from AR re CMC stmt, prepared POS, finalized, filed, and served. Saved to file and circulated confirmation email.	0.60	$250.00	$150.00
GG	07/31/2026	Searched ROA and checked calendar re status of upcoming OSC re dismissal, confirmed/scheduled appearance info and updated events email	0.20	$250.00	$50.00
GG	08/03/2026	Reviewed notification from court re filed CMC, downloaded, and saved.	0.10	$250.00	$25.00

GG	08/03/2026	Reviewed email from Def. re service list, and updated service list.	0.10	$250.00	$25.00
VR	08/05/2026	Review and Analyze: review court's orders and docket; review CMC statements; review settlement agreement; court appearance at CMC; advise PM	1.50	$750.00	$1,125.00
GG	08/13/2026	Reviewed email from VR re motion for paga approval date, searched court rules, contacted clerk, and informed VR re procedure.	0.30	$250.00	$75.00
			Quantity Subtotal		**93.65**
			Services Subtotal		**$51,360.00**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/17/2025	PAGA Filing Fee	1.00	$75.00	$75.00
Expense	04/07/2025	One Legal/Court Fees	1.00	$1,622.06	$1,622.06
Expense	04/08/2025	One Legal/Court Fees	1.00	$61.95	$61.95
Expense	04/09/2025	One Legal/Court Fees	1.00	$129.06	$129.06
Expense	08/28/2025	One Legal/Court Fees	1.00	$579.23	$579.23
Expense	09/16/2025	One Legal/Court Fees	1.00	$191.01	$191.01
Expense	09/23/2025	KNOX Filing and Messenger Service	1.00	$124.75	$124.75
Expense	03/25/2026	FedEx	1.00	$31.89	$31.89
Expense	03/27/2026	Expert Fees - EconOne	1.00	$12,954.50	$12,954.50
Expense	03/31/2026	Expert Fees - EconOne.	1.00	$1,365.00	$1,365.00
			Expenses Subtotal		**$17,134.45**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	6.0	$895.00	$5,370.00
Scott Blumenthal	18.6	$450.00	$8,370.00
Ricardo Ehmann	15.3	$675.00	$10,327.50
Charlotte James	32.5	$550.00	$17,875.00
Piya Mukherjee	0.75	$750.00	$562.50
Victoria Rivapalacio	7.1	$750.00	$5,325.00

Andrew Ronan	0.6	$550.00	$330.00
Gerardo Galaviz	12.8	$250.00	$3,200.00
		Quantity Total	**93.65**
		Subtotal	**$68,494.45**
		Total	**$68,494.45**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/16/2026	$68,494.45	$0.00	$68,494.45
			Outstanding Balance	**$68,494.45**
			Total Amount Outstanding	**$68,494.45**

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara, La Jolla, California 92037
Tel: (858) 551-1223
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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law
Admitted: 1973, Illinois; 1976, California
Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.
Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973); Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation
Admitted: 1999, California
Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals
Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)
Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2006, California
Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)
Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Awards: Rising Star 2015

Nicholas J. De Blouw
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
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Victoria Rivapalacio
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Ricardo Ehmann
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Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2018, California; 2004, Nevada
Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
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Educated: San Diego State University; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions
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Educated: University of California, Irvine; California Western School of Law

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

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Admitted: 2020, New Mexico
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Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2024, California; 2014, Mexico
Educated: The Juarez University

Brooke Wilkinson Waldrop
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2017, California;
Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);
Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor);
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Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

See the Matrix

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

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

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

* 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.