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Attorneys for Plaintiffs and the aggrieved employees

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

KERRY HURLEY and LILI-ANN
BOYENS, on behalf of the State of
California, as private attorneys general,

Plaintiffs,

vs.

LASERAWAY MEDICAL GROUP,
INC.; a Corporation; LASERAWAY,
LLC, a Limited Liability Corporation;
and DOES 1 thru 50, inclusive,

Defendant.

Case No. **CIV2201120**

**DECLARATION OF KYLE NORDREHAUG IN
SUPPORT OF MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION SETTLEMENT**

Judge: Hon. Stephen P. Freccero
Department A

HEARING INFORMATION:

Date: TBD

Time: TBD

Dept: A

DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS’
MOTION FOR APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEYS GENERAL ACT

I, Kyle Nordrehaug, declare:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), counsel for Plaintiffs Kerry Hurley and Lili-Ann Boyens (“Plaintiffs”). As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of Plaintiffs’ Motion for Approval of Settlement Under Private Attorneys General Act (“PAGA”). The settlement reached between Plaintiffs, on the one hand, and Defendant Laseraway Medical Group, Inc. and LASERAWAY, LLC, (“Defendant”) (collectively, the “Parties”), on the other hand, is set forth in the PAGA Settlement Agreement (“Agreement”) submitted with this motion.

Experience of BNBD

3. Over the course of the litigation, my firm has worked actively on this matter. The firm credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth therein. BNBD has represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits and hundreds of employment class actions. BNBD’s practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have been appointed lead counsel in hundreds of contested motions for class certification including many consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. BNBD has litigated similar overtime cases against other employers on behalf of employees, including cases against Walmart, Legoland, Sharp Healthcare, Securitas, Okta, See’s Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection, Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care, Qualxserv, Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile

1 Association. My firm has been approved as class counsel by state and federal courts in California in
2 contested class certification motions, including approvals in this Court. It is this level of experience
3 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
4 defendants and their capable and experienced counsel. On account of the concerted and dedicated effort
5 this case demanded in order to properly handle and prosecute, BNBD was precluded from taking other
6 cases, and in fact, had to turn away other potential fee generating cases.

7 4. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the
8 briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*,
9 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
10 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
11 the Ninth Circuit of the importance of the substantive rights of the State of California under the
12 California Private Attorney General Act of 2004 ("PAGA"). BNBD took the lead on this case where the
13 ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. BNBD also has recently engaged
14 in noted appellate work on the subject of class actions in the California Court of Appeals resulting in
15 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th
16 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
17 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
18 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received an
20 award from the Daily Journal as Top Labor & Employment Attorney in 2016.

21 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
22 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel
23 with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*,
24 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification
25 was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed lead class counsel in
26 wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
27 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB
28 (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 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *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 Bernardino 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).

The Settlement Is Fair, Reasonable and Adequate:

6. On February 11, 2022, Kerry Hurley filed with the LWDA and served on Defendant Laseraway Medical Group, Inc. a notice under Labor Code section 2699.3, stating that plaintiff Hurley intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (the "Hurley PAGA Notice"). A true and correct copy of the Hurley PAGA Notice is attached hereto as Exhibit #2. The Hurley PAGA Notice alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Industrial Welfare Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Hurley as an exhibit to the Hurley PAGA Notice. On March 7, 2024, Kerry Hurley served an Amended PAGA Notice to add LaserAway, LLC as an additional defendant. A true and correct copy of this Amended Hurley PAGA Notice is attached hereto as Exhibit #2.

1 7. On April 21, 2022, after sixty-five (65) days had passed since service of the Hurley
2 PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations,
3 plaintiff Hurley commenced this action by filing a Private Attorneys General Act (“PAGA”) complaint
4 against Defendant titled *Kerry Hurley v. LaserAway Medical Group, Inc.*, Marin County Superior Court
5 Case No. CIV2201120, for penalties pursuant to Labor Code § 2699 for Defendant LaserAway Medical
6 Group, Inc.’s alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7,
7 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and alleged violation of the
8 applicable Industrial Welfare Commission Wage Order(s).

9 8. On January 24, 2024, the Parties participated in mediation with Kevin Barnes, a well-
10 regarded mediator, experienced in litigating and mediating complex labor and employment matters.
11 After a contentious full day of negotiations, the Parties reached agreement on all major issues and
12 subsequently formalized their tentative settlement in the Agreement now before the Court for approval.

13 9. In this case, the Settlement reached in the total non-reversionary amount of \$794,000 as
14 the Gross Settlement Amount is the product of substantial effort by the Parties and counsel should be
15 approved as fair, reasonable and adequate. The Settlement was the result of arms-length negotiations
16 during mediation and extensive follow up thereafter between experienced counsel. The Settlement was
17 only reached after factual and legal investigation and research, careful evaluation of the respective
18 parties' strengths and weaknesses, and diligent negotiation efforts. The settlement is a negotiated
19 compromise which took into account risks related to liability, damages, and all the defenses asserted by
20 Defendants. I believe in the fairness of the settlement that is based on factoring in the uncertainty and
21 risks to Plaintiffs involved in not prevailing on the PAGA claim or the theories alleged and potential for
22 appeals. Based on the foregoing data and our own independent investigation and evaluation, I am of the
23 opinion that the settlement with the Defendants for the consideration and on the terms set forth in the
24 Agreement is fair, reasonable, and adequate in light of all known facts and circumstances, including the
25 risk of significant delay, the defenses asserted by Defendants, and numerous potential appellate issues.

26 10. PAGA Counsel seek approval of attorneys’ fees from the PAGA settlement in the
27 amount of \$264,666.67 representing one-third of the \$794,000 Gross Settlement Amount. The
28 payment of attorneys’ fees and costs to PAGA Counsel under the Agreement is supported by

1 several factors. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel
2 negotiated a recovery of \$794,000, and this result justifies the requested fees equal to one third of
3 this recovery. This percentage is within the standard contingent recovery percentage of one-third,
4 and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
5 *Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work
6 performed and contributions to the case. Third, the consideration of the enhancement factors
7 justifies the enhancement of the lodestar. Courts multiply the lodestar by a factor to account for
8 the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of
9 the issues involved.

10 11. **Lodestar.** As detailed in the accompanying billing statements, true and correct
11 copies of which is attached hereto as Exhibits #3 and 4, the current lodestar for my firm in this
12 court matter as of August 9, 2024 is \$159,665.00 for more than 232 hours of work prosecuting
13 the claims being resolved by this Settlement.¹ The billing statements attached hereto as Exhibits
14 #3 and 4 detail the tasks performed and also itemize the hours worked by each attorney.

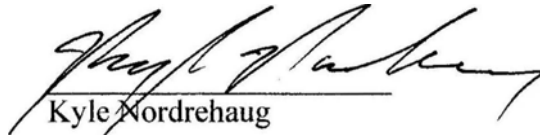
15 12. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
16 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450
17 to \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix
18 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of
19 the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
20 by Court's throughout California, including the Courts in the Superior Court of California. In fact,
21 on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
22 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the
23 Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is
24 further confirmed by comparing such rates with the rates of comparable counsel practicing
25 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest*

26
27 ¹ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers work from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers work from
June 2022 to the present.

1 *IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
2 (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
3 average associate billing rate” are reasonable rates when compared within 21 other firms practicing
4 in the Southern District of California.) This survey is useful to show that Class Counsel’s rates
5 are in line with the comparable rates of the defense counsel that opposes these types of class claims,
6 such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by
7 Class Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton,
8 who is opposing counsel in many cases prosecuted by Class Counsel (one of the most frequent
9 opposing counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly,
10 Paul Hastings, another opposing counsel in these types of cases, in years past historically charged
11 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by
12 my firm for comparable work are less than these examples and are therefore undoubtedly
13 reasonable.

14 13. **Expenses.** The litigation expenses incurred by my firm in the amount of
15 \$5,201.59 were all reasonably necessary to the litigation and are detailed in Exhibit #3 and 4
16 attached hereto.²

17 I declare under the penalty of perjury under the laws of the State of California that
18 the foregoing is true and correct. Executed this 12th day of August, 2024, at San Diego,
19 California.

20
21 
22 Kyle Nordrehaug

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27 ² Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers expenses from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers expenses from
June 2022 to the present.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday 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 Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:
piya@bamlawca.com

WRITERS EXT:
1005

March 7, 2024
CA2602

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

LaserAway Medical Group, Inc.
LaserAway, LLC
Certified Mail #9589071052700408542888
Michael S. Kun
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067

Re: **AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-867802-22**

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Laseraway Medical Group, Inc. in California and classified as non-exempt employees during the time period of February 11, 2021 until a date as determined by the Court. Our offices represent Plaintiff Kerry Hurley (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Laseraway Medical Group, Inc. and LaserAway, LLC (“Defendant”).

Plaintiff sent a PAGA Notice on February 11, 2022 to defendant Laseraway Medical Group, Inc. and the LWDA. The purposes of this amended notice is to add LaserAway, LLC as an additional defendant.

Plaintiff was employed by Defendant in California as a non-exempt employee from June of 2021 to October 26, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees

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

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, was attached to the original correspondence sent to the LWDA on February 11, 2022. This information provided notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of that Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ Piya Mukherjee

Piya Mukherjee, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

February 11, 2022

CA2554

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Laseraway Medical Group, Inc.
Certified Mail #70211970000003066866
Paracorp Incorporated
2804 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Laseraway Medical Group, Inc. in California and classified as non-exempt employees during the time period of February 11, 2021 until a date as determined by the Court. Our offices represent Plaintiff Kerry Hurley (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Laseraway Medical Group, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from June of 2021 to October 26, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

KERRY HURLEY an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

LASERAWAY MEDICAL GROUP, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

AUGUST 12, 2024

KERRY HURLEY

RE: LASERAWAY MEDICAL GROUP INC
FILE NUMBER: CA2554.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/01/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OEPRATIONS IN CALIFORNIA. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	3.90	850	3,315.00
11/03/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING WORKPLACE DISCRIMINATION AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING DFEH RECENT COURT OPINIONS. ANALYZE FACTS AND LAW.	3.90	850	3,315.00
11/10/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STATEMENTS FOR OVERTIME AND 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING CODE OF FEDERAL REGULATIONS AND RECENT COURT OPINIONS.	4.60	850	3,910.00
11/22/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS SURROUNDING THE SIGNING OF AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABLITY. REVIEW	4.10	850	3,485.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RECENT CASE LAW.			
11/29/21	ND	REVIEW FACTS AND LAW. DRAFT ORIGINA COMPLAINT.	4.70	850	3,995.00
12/05/21	ND	DRAFT COMPLAINT.	4.20	850	3,570.00
12/09/21	ND	REVIEW AND REVISE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL TO FILE. PHONE CALL TO DISCUSS PROCESS OF LAWSUIT AND COMPLAINT TERMS.	1.50	850	1,275.00
12/10/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	2.00	850	1,700.00
02/08/22	ND	DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFF.	2.00	850	1,700.00
03/02/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE ADVISE ND	2.80	450	1,260.00
03/04/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
03/08/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS AND REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00
03/09/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.50	675	1,687.50
03/10/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION COMPLAINT	0.50	675	337.50
03/10/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN MARIN COUNTY SUP. CT.	0.75	675	506.25
03/11/22	RE	REVIEW COURT RETURNED DOCUMENTS, REVIEW NOTICE OF CMC; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		INITIAL CMC			
04/19/22	RE	BEGIN DRAFTING PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	1.50	675	1,012.50
04/20/22	RE	FINISH DRAFTING PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.50	675	1,687.50
04/20/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY ACTION	0.50	675	337.50
04/20/22	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN MARIN SUP. CT.	0.50	675	337.50
04/20/22	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.60	850	1,360.00
04/21/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE OF CMC; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ONLY ACTION	0.50	675	337.50
04/21/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
05/04/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; PULL LOCAL FORMS NECESSARY UNDER MARIN LOCAL RULES RE SERVICE; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION	0.80	675	540.00
05/06/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/12/22	ND	REVIEW AND ANALYZE LAYOUT OF STORES IN CALIFORNIA. CONFERENCE WITH PLAINTIFF TO DISCUSS SEATING CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS AND PREVIOUS SETTLEMENTS REGARDING THE SAME.	3.10	850	2,635.00
06/14/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE PAGA ONLY ACTION	0.70	675	472.50
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		35.60 hr @ 850.00	\$	30,260.00	
RICO EHMANN		15.15 hr @ 675.00	\$	10,226.25	
SCOTT BLUMENTHAL		5.20 hr @ 450.00	\$	2,340.00	
TOTAL PROFESSIONAL SERVICES			55.95		<u>\$ 42,826.25</u>
COSTS ADVANCED					
02/11/22	PAGA FILING FEE				75.00
03/12/22	ONELEGAL/COURT FILING FEE				<u>728.37</u>
TOTAL COSTS ADVANCED					<u>\$ 803.37</u>
TOTAL CURRENT CHARGES					<u>\$ 43,629.62</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/12/2024
Due On: 09/11/2024

Kerr Hurley
2009 Rolling Hill Drive
Santa Rosa, CA 95404

CA2554

Laseraway Medical Group, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/16/2022	File Proof of Service of summons re paga only action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	06/29/2022	Evaluate documents in Plaintiff file, advise PM re 226	1.00	\$550.00	\$550.00
Service	06/29/2022	Analyze Case Notes, Complaint for claims and Defendant's Answer re affirmative defense re arb, draft correspondence to OPC re arb and meet and confer	1.00	\$550.00	\$550.00
Service	07/07/2022	Continue eval arb agreement and advise PM	0.50	\$550.00	\$275.00
Service	07/08/2022	Review arb agreement and legal and factual issues; strategize re the same.	1.00	\$750.00	\$750.00
Service	07/11/2022	Eval correspondence from PM re arb,, advise KN re arb agreement and parameters	0.50	\$550.00	\$275.00
Service	07/13/2022	Prepare for and conduct m&c call with OPC	1.00	\$550.00	\$550.00
Service	07/14/2022	Research status of case, draft CMC St. sent to KH for filing	0.75	\$550.00	\$412.50
Service	07/14/2022	Review/revise Plaintiff's case management statement; Finalize and prepare for submission to Court with E-service on all counsel.	0.60	\$250.00	\$150.00
Service	07/29/2022	court appearance at CMC; review CMC statement, complaint, and case notes; advise PM	2.00	\$550.00	\$1,100.00

Service	07/29/2022	Review summary from CMC and strategize re case management.	0.50	\$750.00	\$375.00
Service	08/18/2022	Review status of action; advise CJ re the same and strategy re Def. upcoming motion to compel arb.	0.50	\$750.00	\$375.00
Service	08/18/2022	Evaluate status of case and claims, review whether JPA in effect, review status of Defendant's Motion to Compel Arb	0.75	\$550.00	\$412.50
Service	08/22/2022	Review/revise plaintiff's case management statement; Finalize and prepare for submission to Court with E-service on all counsel.	0.50	\$250.00	\$125.00
Service	08/22/2022	Review case status, draft CMC St., sent for filing	1.00	\$550.00	\$550.00
Service	08/24/2022	Prepare for and conduct t/c with OPC to M&c re PAGA action	1.00	\$550.00	\$550.00
Service	08/31/2022	Evaluate and analyze correspondence from OPC re arbitration issue and MTC arb	0.50	\$550.00	\$275.00
Service	09/01/2022	Review and analyze Def. correspondence re arbitration.	0.50	\$750.00	\$375.00
Service	09/06/2022	Research Marin local rules, website for court, remote appearance requirements	0.75	\$550.00	\$412.50
Service	09/08/2022	Prepare for and appear at CMC	1.50	\$550.00	\$825.00
Service	09/09/2022	Review legal and factual issues; draft correspondence to Def.	0.50	\$750.00	\$375.00
Service	10/20/2022	Draft: draft CMC statement; review complaint and documents; advise GG	1.00	\$550.00	\$550.00
Service	10/20/2022	Finalize, file and serve CMC statement in class action.	0.40	\$250.00	\$100.00
Service	10/21/2022	Draft discovery in class action.	1.40	\$250.00	\$350.00
Service	10/24/2022	Review and Analyze: review complaint; review case notes; review court's orders and docket; review status of discovery; advise PM	1.80	\$550.00	\$990.00
Service	10/25/2022	Draft: draft discovery; review documents, case notes, and complaint; advise PM	4.00	\$550.00	\$2,200.00
Service	10/25/2022	Finalize, and serve discovery requests (RFA,RFP,SPROGS, F-ROGS,PMK NOD, etc) in Class action, update internal spreadsheet.	0.70	\$250.00	\$175.00
Service	10/26/2022	Review and Analyze: review status of discovery and service; review complaint and court's orders; review discovery propounded and depo notice; advise GG	1.50	\$550.00	\$825.00
Service	10/28/2022	ROA review re upcoming cmc, and schedule remote appearance, update events.	0.20	\$250.00	\$50.00
Service	11/04/2022	Research status of case and claims in preparation for	1.50	\$550.00	\$825.00

		CMC, appear at CMC and memorialize Court's directives to firm			
Service	11/04/2022	Evaluate status of related cases and whether motions to compel arb have or will be filed	0.50	\$550.00	\$275.00
Service	11/04/2022	Research CRC 3.300 and procedure for opposing notice of related cases	1.00	\$550.00	\$550.00
Service	11/07/2022	Continue research opposition to notice of related cases	0.75	\$550.00	\$412.50
Service	11/09/2022	Correspond with OPC re meeting and conferring, continue deadline to file notice of related cases	0.50	\$550.00	\$275.00
Service	11/09/2022	Finalize, file, serve Opp. to MTC Arb.	0.60	\$250.00	\$150.00
Service	11/15/2022	Prepare for t/c with OPC, conduct t/c re related cases and memorialize	1.00	\$550.00	\$550.00
Service	11/16/2022	Finalize, file, and serve opp. to notice of related case in Class and PAGA action.	0.70	\$250.00	\$175.00
Service	11/17/2022	Finalize, file, serve notice of new authority re opp. to MTC Arb.	0.30	\$250.00	\$75.00
Service	12/02/2022	Evaluate case status in class and PAGA in preparation for hand off - annotate re same	0.75	\$550.00	\$412.50
Service	02/15/2023	Review and analyze Def. arbitration provision; advise KN re the same.	1.00	\$750.00	\$750.00
Service	02/16/2023	Review and analysis of arbitration issues; review new decision; advise staff	0.75	\$950.00	\$712.50
Service	02/17/2023	Draft: draft request for dismissal and supporting declaration; review status of case and correspondence between parties	1.70	\$550.00	\$935.00
Service	02/20/2023	Correspondence with Opposing Counsel: correspondence to Defendant re request for dismissal; review request and declaration	0.50	\$550.00	\$275.00
Service	02/20/2023	Review and analyze Def. arbitration provision; draft opposition to Def. MTC Arbitration.	6.00	\$750.00	\$4,500.00
Service	02/20/2023	Review email from VR re dismissal docs in class action.	0.10	\$250.00	\$25.00
Service	02/21/2023	Finalize, file, serve Request for Dismissal in Class action. Add case to tracking list for dismissal orders.	0.50	\$250.00	\$125.00
Service	02/21/2023	Finalize, file, and serve CMC statement in PAGA action.	0.40	\$250.00	\$100.00
Service	02/22/2023	Finalize opposition to Def. MTC Arb; draft and finalize supporting documents.	2.50	\$750.00	\$1,875.00
Service	02/22/2023	Finalize, file, and serve Opp. to MTC indiv. PAGA claim to Arb.	0.70	\$250.00	\$175.00

Service	03/01/2023	Final Long Form. Advise KN	1.25	\$995.00	\$1,243.75
Service	03/03/2023	ROA Review re upcoming MTC arb, and schedule remote appearance, add info to events.	0.20	\$250.00	\$50.00
Service	03/06/2023	Review and analyze tentative ruling re Def. MTC Arbitration; strategize re hearing on motion.	0.75	\$750.00	\$562.50
Service	03/07/2023	Prepare for hearing on Def. MTC Arbitration; attend MTC Arbitration hearing; circulate internal summary of hearing.	1.50	\$750.00	\$1,125.00
Service	04/04/2023	Correspondence with Opposing Counsel: correspondence to Def re discovery; review agreement re stay; advise PM	0.70	\$550.00	\$385.00
Service	04/13/2023	Receipt and Review of Correspondence: review correspondence between parties; review related case and court's docket; advise AJB re mediation status	0.50	\$550.00	\$275.00
Service	08/22/2023	Review and Revise: review and revise stipulation to continue CMC; review status of arbitration; review court's orders; review correspondence between parties; advise PM	1.70	\$550.00	\$935.00
Service	08/24/2023	ROA check re upcoming CMC re Arb status, schedule remote app, add info to events.	0.20	\$250.00	\$50.00
Service	08/28/2023	Analyze case notes, COAs, status of case, upcoming deadlines in preparation for mediation	1.00	\$550.00	\$550.00
Service	08/28/2023	Review documents in file adn docs needed in preparation for mediation	1.00	\$550.00	\$550.00
Service	08/29/2023	court appearance at CMC; review CMC statement; review arbitration status; prepare for CMC; follow up	2.30	\$550.00	\$1,265.00
Service	09/11/2023	Evaluate complaint for Hurley, Hurley claims and posture of case, research notice of related case	1.00	\$550.00	\$550.00
Service	09/11/2023	Research status of related case and mediation, review all prior correspondences	1.00	\$550.00	\$550.00
Service	09/11/2023	Draft mediation data and document demand	1.00	\$550.00	\$550.00
Service	09/11/2023	Continue evaluation of Boyens case and correspondence with co counsel, research ROA and case file	1.00	\$550.00	\$550.00
Service	09/12/2023	Review Def's position re prior communications and documents, advise AJB re timing for documents and mediation	1.00	\$550.00	\$550.00
Service	09/26/2023	Review D's sub of atty, update POS.	0.20	\$250.00	\$50.00
Service	11/06/2023	Analyze case adn claims adn status of related cases for purposes of drafting mediation data request	1.00	\$550.00	\$550.00

Service	11/06/2023	Draft mediation data and document request and sent to AJB, sent to co counsel for approval	1.00	\$550.00	\$550.00
Service	11/20/2023	Review sick pay and vacation pay claims. Analyze recent court opinions. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	12/06/2023	Review pre-mediation correspondence issues, research status of related cases	1.00	\$550.00	\$550.00
Service	12/06/2023	Evaluate case and claims and draft and revise correspondence and sent to co-counsel	1.50	\$550.00	\$825.00
Service	12/08/2023	Revise Mediation data and doc demand, sent to Co-counsel, sent to OPC	1.00	\$550.00	\$550.00
Service	01/03/2024	Organize mediation documents	0.50	\$250.00	\$125.00
Service	01/03/2024	Continue evaluation of docs still needed for mediation, evaluate ps' docs for mediation and pull exhibits	1.00	\$550.00	\$550.00
Service	01/03/2024	Continue analysis of P's docs, continue creating exhibits	0.50	\$550.00	\$275.00
Service	01/03/2024	Organize, and Bates# Ps documents, and email to CJ.	0.40	\$250.00	\$100.00
Service	01/05/2024	Receipt and Review of Correspondence: review correspondence between parties; review status of JPA and status of mediation; review documents; advise PM	1.10	\$550.00	\$605.00
Service	01/06/2024	Review court docket and case file. Analyze discovery propounded to date. Review and analyze data sent by Defendant for mediation purposes. Conference with Plaintiff to discuss status. Prepare for mediation.	4.90	\$850.00	\$4,165.00
Service	01/08/2024	Review all pay stubs exemplars for wage statement and regular rate claims. Call with Plaintiff to discuss pay codes and facts for mediation brief. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	01/09/2024	ROA review to confirm upcoming CMC	0.10	\$250.00	\$25.00
Service	01/09/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/10/2024	Review status of mediation documents, advise co counsel re same, and OPC request	0.50	\$550.00	\$275.00
Service	01/11/2024	Review Notice of Related case and ROA to download related complaint	0.20	\$250.00	\$50.00
Service	01/11/2024	Review case adn claims to prepare for mediation, evaluate P's docs	1.50	\$550.00	\$825.00
Service	01/11/2024	T/c with Plaintiff annotate re same	1.50	\$550.00	\$825.00
Service	01/11/2024	Evaluate exhibits, update mediation chart adn review docs for exhibits	1.00	\$550.00	\$550.00

Service	01/11/2024	Legal research regarding previous settlement with similar pay periods and claims for mediation valuation. Analyze status of PAGA ballot initiative.	3.30	\$850.00	\$2,805.00
Service	01/11/2024	Review Ds notice of related case, ROA search re related action, save, and circulate related complaint.	0.50	\$250.00	\$125.00
Service	01/12/2024	Review related actions.	0.50	\$750.00	\$375.00
Service	01/12/2024	Continue analysis of documents received to date, email OPC and email expert re same	0.75	\$550.00	\$412.50
Service	01/16/2024	Continue analyzing case file and review status of documents for mediation, evaluate correspondence from co counsel and correspond with OPC	1.00	\$550.00	\$550.00
Service	01/16/2024	Review facts and law. Draft mediation brief.	5.50	\$850.00	\$4,675.00
Service	01/18/2024	Calculate individual damages, add individual claims to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	01/18/2024	Research related case for class claims, review ROA and status of complaints	1.00	\$550.00	\$550.00
Service	01/19/2024	Continue review of status of mediation data and documents, follow up re same	0.50	\$550.00	\$275.00
Service	01/22/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/22/2024	Draft and file mediation brief.	8.00	\$895.00	\$7,160.00
Service	01/22/2024	Review and analyze case demographics. Draft MOU for mediation. Call with Plaintiff to discuss status.	1.50	\$850.00	\$1,275.00
Service	01/23/2024	Review expert penalty report and notes and assumptions. Review mediation brief and all exhibits attached thereto in preparation for mediation.	2.40	\$850.00	\$2,040.00
Service	01/24/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	01/24/2024	Review and revise joint prosecution agreement. Analyze overlap with related cases. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms.	1.30	\$850.00	\$1,105.00
Service	02/07/2024	Finalize, file and serve CMC statement	0.40	\$250.00	\$100.00
Service	02/08/2024	Review emails and revised MOU; and review Def further revisions	0.50	\$950.00	\$475.00
Service	02/08/2024	Evaluate Plaintiff's LC 2802 claim, advise NDB	0.50	\$550.00	\$275.00
Service	02/08/2024	Receipt and Review of Correspondence: review correspondence between parties; review complaint and documents; advise CJ re plaintiff and update	0.40	\$550.00	\$220.00
Service	02/09/2024	Evaluate communication from Plaintiff, review MOU and terms	0.50	\$550.00	\$275.00

Service	02/09/2024	Review mediation notes. Review and analyze MOU terms. Send to Plaintiff for signature., Conference with Plaintiff to discuss MOU terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	02/26/2024	Draft: draft CMC statement; review MOU; review settlement status; advise GG and PM	1.90	\$550.00	\$1,045.00
Service	03/07/2024	Review and analyze MOU; draft amended PAGA notice; review case status	1.50	\$750.00	\$1,125.00
Service	03/07/2024	ROA review re upcoming CMC, schedule remote app via LACC, add info to events.	0.20	\$250.00	\$50.00
Service	03/12/2024	Prepare for CMC	1.00	\$550.00	\$550.00
Service	03/12/2024	Appear at CMC, memorialize outcome to firm	0.50	\$550.00	\$275.00
Service	03/25/2024	Review file; email to OPC re Hurley caption for future approval motion and Hurley individual agreement	0.50	\$675.00	\$337.50
Service	03/25/2024	Review and analyze MOU; review and revise draft long form settlement agreement.	2.50	\$750.00	\$1,875.00
Service	05/20/2024	Review & analyze MOU; confer w PM re amended complaint to be filed in Hurley per MOU; email to co-counsel re ACOM	1.00	\$675.00	\$675.00
Service	05/21/2024	Review file; review Boyens complaint; begin drafting First Amended PAGA only Hurley complaint	2.00	\$675.00	\$1,350.00
Service	05/22/2024	Draft First Amended PAGA Only Hurley complaint	5.50	\$675.00	\$3,712.50
Service	05/23/2024	Review file; draft stip and proposed order re First Amended PAGA Only Hurley complaint; email to OPC/co-counsel re stip for leave to amend & draft FAC	2.00	\$675.00	\$1,350.00
Service	05/24/2024	Review Def revisions to draft agreement; email co-counsel	1.00	\$950.00	\$950.00
Service	06/11/2024	Review file; revise stip to June; email to OPC/follow up re stip for leave and draft FAC	0.30	\$675.00	\$202.50
Service	06/11/2024	Review email response from OPC re exhibit 1 to stip for leave to file FAC; put together FAC with 4 exhibits (PAGA notices), email to OPC re stip w exhibits	0.40	\$675.00	\$270.00
Service	06/12/2024	Review final agreement; memo to staff	0.50	\$950.00	\$475.00
Service	06/14/2024	Review file; follow up w OPC re stip for leave to amend re FAC	0.30	\$675.00	\$202.50
Service	06/14/2024	Review final agreement and emails; execute agreement; email co-counsel; memo to staff; review billing	1.00	\$950.00	\$950.00
Service	06/14/2024	Review settlement agreement terms and exhibits for conformity with MOU. Send to Plaintiff for signature.	1.30	\$850.00	\$1,105.00

		Multiple emails and calls to explain terms and process of settlement payout.			
Service	06/17/2024	Review file; draft declaration of Kerry Hurley re PAGA approval/litigation enhancement payment request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	06/17/2024	Email comm. w plaintiff hurley re declaration draft	0.30	\$675.00	\$202.50
Service	06/17/2024	Review status and emails; respond; advise staff as to next steps	0.50	\$950.00	\$475.00
Service	06/17/2024	Research status of case and claims, evaluate complaint and CMO, evaluate deadlines	1.00	\$550.00	\$550.00
Service	06/17/2024	Draft CMC Statement for filing	0.50	\$550.00	\$275.00
Service	06/17/2024	Finalize, file, serve CMC statement in PAGA action.	0.50	\$250.00	\$125.00
Service	06/24/2024	Review email re filing of stip for leave to file FAC. Review court rules re stipulations, file and serve.	0.70	\$250.00	\$175.00
Service	06/26/2024	ROA review re upcoming CMC, schedule remote app, add info to events.	0.20	\$250.00	\$50.00
Service	07/01/2024	ROA review re status of stip to file FAC, respond to email from CJ re status.	0.20	\$250.00	\$50.00
Service	07/02/2024	Review & analyze individual agreement draft; edit/ proposed redlines; phone conference with co-counsel re draft agreement; email to ND re ind. agreement draft	2.50	\$675.00	\$1,687.50
Service	07/03/2024	Confer w ND re BNBD atty fees; revise and review redline edits to long form individual agreement; email w draft agmt to co-counsel	1.50	\$675.00	\$1,012.50
Service	07/08/2024	Review email re status of FAC, email Rico re filing of FAC.	0.10	\$250.00	\$25.00
Service	07/09/2024	Review order re FAC; confer w PM re filing of FAC; review & finalize FAC & final; serve co-counsel; instruct staff to serve OPC with FAC	0.75	\$675.00	\$506.25
Service	07/09/2024	Review email re service of FAC, and serve FAC, update internal sheet.	0.40	\$250.00	\$100.00
Service	07/10/2024	Upload FAC to LWDA website/provide notice to LWDA; distribute file stamped FAC to co-counsel	0.40	\$675.00	\$270.00
Service	07/10/2024	Serve FAC in PAGA only action.	0.30	\$250.00	\$75.00
Service	07/15/2024	Comm. w co-counsel re status of Def signatures on long form PAGA Agreement; review file; email to OPC re long form Agreement signature status	0.40	\$675.00	\$270.00
Service	08/06/2024	Review & analyze co-counsel draft of motion to approve PAGA settlement; include proposed redline edits; email to co-counsel with redline draft of motion	1.75	\$675.00	\$1,181.25

Service	08/07/2024	Review draft motion; draft declaration ISO motion; review exhibits for declaration; email co-counsel	2.00	\$950.00	\$1,900.00
Service	08/12/2024	Review and revise declaration for final; emails with co-counsel	1.00	\$950.00	\$950.00
Services Subtotal				\$116,838.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/22/2022	Onelegal/Filing Fee	1.00	\$540.49	\$540.49
Expense	05/07/2022	Onelegal/Filing Fee	1.00	\$37.50	\$37.50
Expense	05/07/2022	Onelegal/Filing Fee	1.00	\$72.07	\$72.07
Expense	05/31/2022	KNOX - Messenger and Filing Service	1.00	\$146.55	\$146.55
Expense	06/17/2022	Filing Fee/OneLegal Fee	1.00	\$113.50	\$113.50
Expense	06/30/2022	Knox	1.00	\$140.75	\$140.75
Expense	07/15/2022	KNOX messenger/filing service	1.00	\$115.75	\$115.75
Expense	08/23/2022	One Legal Filing Fee (Class Action)	1.00	\$72.07	\$72.07
Expense	10/22/2022	filing via One Legal	1.00	\$72.07	\$72.07
Expense	11/28/2022	Court docket download fee	1.00	\$4.95	\$4.95
Expense	02/23/2023	filing via One Legal	1.00	\$72.07	\$72.07
Expense	02/23/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$72.07	\$72.07
Expense	02/23/2023	One Legal Filing Fee	1.00	\$164.72	\$164.72
Expense	03/01/2023	Lexis Nexis.	1.00	\$35.00	\$35.00
Expense	11/01/2023	Mediation Fees - Kevin Barnes	1.00	\$2,500.00	\$2,500.00
Expense	12/03/2023	LexisNexis	1.00	\$72.00	\$72.00
Expense	02/05/2024	LexisNexis	1.00	\$74.00	\$74.00
Expense	02/28/2024	court filing via One Legal	1.00	\$92.66	\$92.66
Expenses Subtotal				\$4,398.22	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	16.0	\$895.00	\$14,320.00
Norm Blumenthal	1.25	\$995.00	\$1,243.75

Scott Blumenthal	8.0	\$450.00	\$3,600.00
Nicholas De Blouw	27.4	\$850.00	\$23,290.00
Ricardo Ehmann	22.6	\$675.00	\$15,255.00
Charlotte James	42.0	\$550.00	\$23,100.00
Piya Mukherjee	19.25	\$750.00	\$14,437.50
Kyle Nordrehaug	7.25	\$950.00	\$6,887.50
Victoria Rivapalacio	21.1	\$550.00	\$11,605.00
Gerardo Galaviz	11.3	\$250.00	\$2,825.00
Karla Horne	1.1	\$250.00	\$275.00
			Subtotal
			\$121,236.97
			Total
			\$121,236.97

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/11/2024	\$121,236.97	\$0.00	\$121,236.97
				Outstanding Balance
				\$121,236.97
				Total Amount Outstanding
				\$121,236.97

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 13, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Piya Mukherjee
Charlotte James
2255 Calle Clara
La Jolla, CA 92037

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

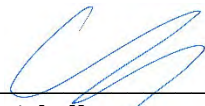
EPSTEIN BECKER & GREEN, P.C.
KEVIN D. SULLIVAN
ksullivan@ebglaw.com
MICHAEL S. KUN
mkun@ebglaw.com
Brooke Scott
bcsconfig@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, CA 90067-2506

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 13, 2024, at Woodland Hills, California.


Michelle Tanzer