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

PATRICIA CUELLAR and MICHELLE
LEE, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

AVEANNA HEALTHCARE AS, LLC, a
Delaware Limited Liability Company;
PREMIER HEALTHCARE SERVICES,
LLC, a California Limited Liability
Company; and DOES 1 through 100,

Defendants.

Case No. 56-2021-00556492-CU-OE-VTA

*[Case assigned for all purposes to the Hon.
Ronda J. McKaig, Dept. 41]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF PLAINTIFFS'
MOTION FOR SETTLEMENT APPROVAL
OF CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Date: November 8, 2022

Time: 8:20 a.m.

Dept: 41

Action Filed: July 23, 2021

Trial Date: Not Set

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work performed in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved

at an hourly rate of \$425 for work performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for work performed in 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$475 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$595 for work performed in 2018, 2019 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$595 for work performed in 2017-2020); *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*, Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Ahmad Teeba*

1 *v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable
2 David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019-2021);
3 *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802, Los Angeles County
4 Superior Court, Honorable Daniel J. Buckley, presiding; and *Angel Ochoa v. Fonseca*
5 *Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court,
6 Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019
7 to 2021); *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los
8 Angeles County Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate
9 of \$595 for work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*,
10 Case No. 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley,
11 presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021); *Gaudencio*
12 *Arroyo Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare
13 County Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$595
14 for work performed in 2019 to 2022); *Alejandra Parra v. Sixty Collective, LLC*, Case No.
15 19STCV01016, Los Angeles County Superior Court, Honorable Carolyn B. Kuhl, presiding
16 (approving an hourly rate of \$625 for work performed in 2019-2022); *Veronica Gonzalez v.*
17 *Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange
18 County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of
19 \$625 for work performed in 2020-2021); *David Montalvo v. Warehouse Services No. 4 LLC*,
20 Case No. CIVDS1931568, San Bernardino County Superior Court, Honorable David Cohn,
21 presiding (approving an hourly rate of \$625 for work performed in 2019-2022); *Steve Qawas v.*
22 *Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable
23 Sunshin S. Sykes, presiding (approving an hourly rate of \$650 for work performed in 2019-
24 2022); *Jessica Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311, Riverside County
25 Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$650 for
26 work performed in 2020-2022); *Elmy Calderon v. Personnel Staffing Group, LLC*, Case No.
27 VCU278910, Tulare County Superior Court, Honorable David C. Mathias, presiding (approving
28 an hourly rate of \$650 for work performed in 2019-2022); and *Santos Orellana v. Smarte Carte*,

1 *Inc.*, Case No. 20STCV08890, Los Angeles County Superior Court, Honorable Yvette M.
2 Palazuelos, presiding (approving an hourly rate of \$650 for work performed in 2020-2022).

3 5. I have also moved to certify and have received an order certifying a class action
4 and/or conditionally certifying a collective action as Class Counsel in the following cases:
5 *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
6 California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding
7 (certifying a class of employees who were misclassified as independent contractors); *Javine v.*
8 *San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District
9 Court, Central District of California, Honorable Judge Beverly Reid O'Connell presiding
10 (conditionally certifying an unpaid FLSA overtime wage class); *Prado v. Warehouse Demo*
11 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
12 California, Honorable Judge John F. Walter presiding (certifying a rest period violation class and
13 conditionally certifying a FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*, Case
14 No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable
15 Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA overtime
16 wage class); *Vega v. Weatherford U.S.*, Limited Partnership, Case No. CV14-1790-JLT, United
17 States District Court, Eastern District of California, Honorable Judge Jennifer L. Thurston
18 presiding (conditionally certifying an unpaid FLSA overtime wage class); *Galvan v. AMVAC*
19 *Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court,
20 County of Orange, Honorable Judge William Claster presiding (certifying unpaid overtime wage
21 class and waiting time penalty class); *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-
22 2015-00775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 Glenda Sanders presiding (certifying five separate classes for claims for unpaid wages,
24 unreimbursed expenses, failure to authorize and permit rest periods, and derivative claims);
25 *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
26 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
27 classes of employees for rest period violations, wage statement violations, meal period violations,
28 and overtime and double-time violations); *Staublein v. Wells Fargo Bank, National Association*,

1 Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding
2 (certifying a wage statement class); and *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*,
3 Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie
4 C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-
5 call pay violations, wage statement violations, and waiting time violations).

6 6. Each year from 2018 - 2022 Thomson Reuters and Los Angeles Magazine
7 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
8 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
9 attorneys under the age of forty in Southern California each year.

10 7. As counsel for Plaintiffs, I have been intimately involved in all aspects of this
11 litigation from its inception, and believe that the proposed Settlement Agreement (the
12 “Settlement” or “Settlement Agreement”) is a fair and reasonable result for the aggrieved
13 employees and the State of California.

14 8. A true and correct copy of the parties’ Settlement Agreement is attached hereto
15 as **Exhibit 1**.

16 9. Concurrently with the filing of Plaintiffs’ motion, Plaintiffs provided notice of the
17 proposed Settlement, a copy of the motion, and all papers filed in support thereof, to the LWDA.
18 True and correct copies of Plaintiffs’ Settlement submission and the LWDA’s confirmation of
19 receipt are attached hereto as **Exhibit 2**.

20 10. Defendants Aveanna Healthcare AS, LLC and Premier Healthcare Services
21 (collectively, “Defendants”) provide in-home health care services throughout California.
22 Plaintiffs, like all Aggrieved Employees, were employed by Defendants as non-exempt
23 employees during the PAGA Period, and were subject to Defendants’ wage and hour policies
24 and practices.

25 11. On July 23, 2021, after exhausting her pre-filing requirements, Plaintiff Cuellar
26 filed the instant action against Defendant Aveanna, alleging a single cause of action for civil
27 penalties under California’s Private Attorney General Act, Labor Code Section 2698, *et seq.* On
28 September 27, 2021, after exhausting her pre-filing requirements, Plaintiff Lee initiated a second

1 action against Defendants, titled *Michelle Lee v. Aveanna Healthcare AS, LLC*, in Santa Clara
2 County Superior Court, Case No. 21CV387081, alleging a single cause of action for civil
3 penalties under PAGA premised upon the same or similar underlying alleged Labor Code
4 violations. After Plaintiff Cuellar learned of Plaintiff Lee's action, my office met and conferred
5 with Plaintiff Lee's counsel, and agreed to attend mediation in an attempt to seek a global
6 resolution of all claims alleged by Plaintiffs.

7 12. On April 27, 2022, the parties attended a full-day mediation session with mediator
8 Tripper Ortman, Esq., an experienced and well-respected wage and hour mediator. Prior to
9 attending mediation, Defendants provided Plaintiffs with a representative sampling of the
10 Aggrieved Employees' timekeeping and payroll records, as well as wage and hour policy
11 documents in an employee handbook. Plaintiffs then retained an expert with a Ph.D. in economics
12 to examine Defendants' produced data and conduct a comprehensive exposure analysis for the
13 claims at issue.

14 13. During mediation, the parties debated the legal bases for their claims and
15 defenses, their respective data analyses, their respective positions regarding the extent to which
16 the Court would likely reduce any PAGA penalties recovered, and the potential impact of the
17 United States Supreme Court's anticipated *Viking River Cruises, Inc. v. Moriana* ("*Viking
18 River*") decision. At the conclusion of mediation, Mr. Ortman made a mediator's proposal to
19 globally and fully resolve all PAGA claims asserted by Plaintiffs, which the parties ultimately
20 accepted. As a material term of the Settlement, Plaintiff Cuellar filed the operative First Amended
21 Complaint on October 17, 2022, adding Plaintiff Lee as a named plaintiff in the instant action
22 and consolidating all factual allegations alleged in both actions and settled through mediation.

23 14. Plaintiffs allege that they and the Aggrieved Employees regularly work off the
24 clock, including remain on-call, completing pre-shift tasks before clocking in and post-shift tasks
25 after clocking out, clocking out for purported meal periods but continuing to work, donning and
26 doffing uniforms and/or safety equipment off the clock, attending company meetings off the
27 clock, and making work-related phone calls and/or driving while off the clock, resulting in
28 Defendants' failure to accurately track and pay Plaintiffs and other Aggrieved Employees all

1 minimum and overtime wages for all minutes actually worked. Further, Plaintiffs allege that
2 Defendants unlawfully rounded the Aggrieved Employees' time entries, edited and/or
3 manipulated time entries to show fewer hours than actually worked, and paid straight pay instead
4 of overtime pay, resulting in additional unpaid overtime and minimum wages.

5 15. Moreover, Plaintiffs allege that Defendants paid Plaintiffs and the Aggrieved
6 Employees non-discretionary incentive pay and other forms of pay that cannot be excluded from
7 the regular rate of pay as a matter of law, but failed to include the value of this incentive pay
8 when calculating the regular rate of pay for purposes of overtime pay, meal period premium pay,
9 rest period premium pay, and sick pay, resulting in unpaid and/or underpaid overtime wages,
10 meal and rest period premium pay, and sick pay wages. Plaintiffs further assert that Defendants
11 failed to correctly calculate the regular rate of pay in violation of *Alvarado v. Dart Container*
12 *Corp. of California*, (2018) 4 Cal.5th 542.

13 16. Plaintiffs further allege that Defendants failed to provide Plaintiffs and the
14 Aggrieved Employees with all legally-compliant meal periods due to Defendants' unlawful meal
15 period policies/practices that failed to provide timely, duty-free 30-minute meal periods
16 commencing before the end of the fifth hour of work and second duty-free 30-minute meal
17 periods commencing before the tenth hour of work. Specifically, as a result of Defendants
18 demanding work requirements and understaffing, Plaintiffs and Aggrieved Employees were
19 required to work during the time they had "clocked out" for their meal periods, and required
20 Plaintiffs and the Aggrieved Employees to sign on-duty meal period agreements that
21 acknowledge that the nature of the work requires that employees remain on duty at all times
22 during meal periods. Plaintiffs were also interrupted during their meal periods on occasion, and
23 required to conduct work assignments and to carry cellular phones and/or walkie-talkies for work
24 purposes during purported meal periods, in violation of California law.

25 17. Plaintiffs allege that Defendants maintained an unlawful written rest period policy
26 which required employees to remain on premises at their client's residence and supervise
27 residents during rest periods and remain on duty at all times. By prohibiting their non-exempt
28 employees from leaving the work premises and by requiring employees to supervise residents

1 during their rest periods, Plaintiffs contend that Defendants failed to relinquish control over
2 employees in violation of California law.

3 18. Moreover, Plaintiffs allege that Defendants failed to reimburse all necessary
4 business expenses for Plaintiffs and the Aggrieved Employees, including for the use of their
5 personal cellular phones for essential work duties, driving their personal vehicles (i.e., mileage
6 and gas), purchasing their uniforms and other deposits, separately laundering mandatory
7 uniforms, and purchasing tools and safety equipment.

8 19. In addition, Plaintiffs allege that Defendants failed to comply with Labor Code §
9 226(a) by intentionally failing to furnish Plaintiffs and the Aggrieved Employees with documents
10 signed to obtain or hold employment under Labor Code § 432, personnel records under Labor
11 Code § 1198.5, and time records under Labor Code § 1174, making it difficult for Plaintiffs and
12 the Aggrieved Employees to calculate their unpaid wages and/or premium payments. Similarly,
13 Plaintiffs allege that Defendants failed to comply with the notice requirements of Labor Code §
14 2810.5 by, among other things, failing to provide Plaintiffs and the Aggrieved Employees with
15 the rates of pay and overtime rates of pay applicable to their employment and other pertinent
16 information required to be disclosed by Defendants under Labor Code § 2810.5.

17 20. Finally, as a result of Defendants' failures to pay all minimum wages, overtime
18 wages, and meal period and rest period premiums, Plaintiffs assert that Defendants also failed to
19 issue accurate itemized wage statements, and failed to timely pay all final wages at the time of
20 separation. Defendants also failed to maintain accurate payroll records and issued wage
21 statements to Plaintiffs and the Aggrieved Employees that fail to identify the correct number of
22 total hours worked, rates of pay, and applicable sick leave pay.

23 21. In response, Defendants assert that they maintained facially lawful written wage
24 and hour policies, including meal and rest period policies, at all times throughout the PAGA
25 liability period, and the meal period waivers that employees signed were voluntary, lawful, and
26 not a condition of continued employment. Further, Defendants argue that Plaintiffs' underlying
27 claims will fail and, as a result, the wholly derivative claims will also fail. Defendants also
28 maintain that any "derivative" PAGA claims for violations of Labor Code Sections 226 or 203

1 would be entirely duplicative and would be unlikely to be awarded in any significant manner by
2 a Court. Given their good faith defenses and prompt remedial measures, Defendants argue that
3 this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.
4 Further, Defendants argue that Plaintiffs could only seek PAGA penalties at the \$100 “initial”
5 violation rate, as opposed to the \$200 “subsequent” violation rate, since Defendants had never
6 been put on notice by a court or the Labor Commissioner that their practices violated the Labor
7 Code until Plaintiffs initiated this action.

8 22. Plaintiffs acknowledge that there are substantial risks and uncertainty in
9 proceeding to trial. First and foremost was the risk that the United States Supreme Court would
10 issue its opinion in *Viking River* which could result in the outright dismissal of Plaintiffs’
11 representative PAGA claim. At the time that this settlement was reached, *Viking River* had been
12 fully briefed and oral argument had already occurred. Less than two months after Plaintiffs
13 entered into this Settlement, this risk became a reality and the Supreme Court issued its opinion
14 in *Viking River*, which overturns the California Supreme Court’s holding in *Iskanian v. CLS*
15 *Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, which held that a representative PAGA
16 claim could not be compelled to arbitration. As a result, absent this settlement, it is likely that no
17 representative PAGA recovery would be possible at all.

18 23. The Aggrieved Employees worked an aggregate 250,000 pay periods during the
19 relevant time period. Plaintiffs’ expert’s analysis confirmed that Plaintiffs’ primary substantive
20 theories of relief (regular rate miscalculations, non-compliant meal and rest period policies, and
21 failure to reimburse for work-related cell phone use) would be triggered in virtually every pay
22 period during the PAGA Period. Assuming that Plaintiffs could prove at least one Labor Code
23 violation in each pay period, Plaintiffs calculated Defendants’ maximum possible PAGA
24 exposure at \$25,000,000 (250,000 pay periods x \$100 per violation).

25 24. However, as discussed above, Defendants raised numerous defenses to the merits
26 of Plaintiffs’ underlying claims and argued that even if found liable, the Court would exercise its
27 discretion to drastically reduce any potential PAGA penalties awarded. Additionally, at the time
28 of mediation, there was a looming threat that a forthcoming decision in *Viking River* could

1 preclude any representative PAGA recovery at all. In the face of Defendants' defenses on the
2 merits, the Court's discretion to reduce PAGA penalties, and the threat (which has since become
3 reality) of an adverse *Viking River* ruling, Plaintiffs discounted this figure by 80% to account for
4 the risk of losing on the merits and for the anticipated impact of *Viking River* on Plaintiffs'
5 potential to move the case forward, and by an additional 70% for the risk of the Court reducing
6 the penalties, to arrive at a realistic recovery of \$1,500,00.00. Therefore, the mediator's proposed
7 maximum settlement amount of \$1,200,000 represents approximately 80% of Plaintiffs'
8 reasonably forecasted recovery, which is well within the range approved by courts as being fair,
9 reasonable and adequate, while also avoiding further expense and risk of further litigation.

10 25. The parties engaged in a significant exchange of documents and data necessary to
11 evaluate the value of the PAGA claim prior to mediation. Defendants provided Plaintiffs with a
12 representative sampling of the Aggrieved Employees' timekeeping and payroll records and
13 written wage and hour policies. It was only after the completion of this informal discovery
14 exchange and Plaintiffs' expert's comprehensive data analysis that the parties attended
15 mediation. Further, the proposed Settlement was reached with the input and assistance of
16 mediator Tripper Ortman, Esq., an experienced wage and hour mediator, whose mediator's
17 proposal was ultimately accepted by the parties.

18 26. Collectively, Haines Law Group, APC, Zakay Law Group, APLC, and JCL Law
19 Firm, APC are requesting attorneys' fees of one-third of the Maximum Settlement Amount, equal
20 to \$400,000.00. Based on my experience in similar wage and hour class and representative
21 actions in California state courts, fee awards in matters such as this one generally equal about
22 one-third of the gross recovery. In addition, and as explained below and in the accompanying
23 Motion, the requested fee is fair compensation for achieving a reasonable monetary recovery for
24 the Aggrieved Employees and the State of California (who did not take this case after receiving
25 Plaintiffs' respective PAGA notices) in an uncertain and risky case, while bearing the substantial
26 burdens of representation on a contingency basis.

27 27. Paul K. Haines, who is also counsel of record for Plaintiffs in this matter, is a
28 2006 graduate of Pepperdine University School of Law, where he graduated cum laude. Mr.

1 Haines was admitted to the California State Bar in January 2007. Since that time, Mr. Haines has
2 practiced exclusively in the area of wage and hour class action litigation. Mr. Haines transitioned
3 into litigating wage and hour class actions from the Plaintiff's side in July 2012, first as a Partner
4 with the law firm of Boren, Osher & Luftman, LLP, and since February 2016, as a Shareholder
5 of Haines Law Group, APC. Mr. Haines was recognized by Thomson Reuters as a Southern
6 California "Rising Star" in 2015, 2016, and 2017, an honor awarded to no more than 2.5% of
7 attorneys under the age of forty in Southern California each year and has been selected as a
8 Southern California "Super Lawyer" each year from 2018-2022, an honor awarded to no more
9 than 5% of all attorneys in Southern California each year. Currently, over ninety percent (90%)
10 of his practice is dedicated exclusively to the prosecution of wage and hour class actions, and he
11 is currently responsible for prosecuting over thirty (30) wage and hour class actions filed in both
12 State and Federal courts throughout California. Mr. Haines has been appointed as class counsel
13 in over seventy-five (75) wage and hour class action settlements in state and federal courts within
14 California.

15 28. Matthew K. Moen, who is also counsel of record for Plaintiffs in this matter, is a
16 2015 graduate of Loyola Law School, Los Angeles. Mr. Moen was admitted to the California
17 State Bar in December 2015. Since that time, Mr. Moen has practiced exclusively in the area of
18 wage and hour class action litigation, first with the law firm of Baltodano & Baltodano LLP, and
19 since January 1, 2018, with Haines Law Group, APC. Mr. Moen was recognized by Thomson
20 Reuters as a Southern California "Rising Star" in each year from 2020 through 2022, an honor
21 awarded to no more than 2.5% of attorneys under the age of forty in Southern California each
22 year. Mr. Moen is currently staffed on over fifty (50) active wage and hour class actions filed in
23 both State and Federal courts throughout California in which he is integrally involved in all
24 aspects of the litigation and also supervises the work of several junior attorneys staffed on the
25 same wage and hour class action matters. Mr. Moen has been appointed as class counsel in over
26 forty (40) wage and hour class action settlements in state and federal courts within California
27 that have received final settlement approval.

1 29. Since undertaking representation of Plaintiffs, my firm has dedicated substantial
2 resources to this litigation without receiving any compensation to date. Plaintiffs' counsel's
3 efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting
4 extensive legal research regarding the merits and legal bases of Plaintiffs' claims, Plaintiffs'
5 ability to recover penalties under the PAGA, and Defendants' potential defenses, drafting and
6 filing Plaintiffs' respective complaints and LWDA notice letters, attending various court
7 hearings, meeting and conferring with Defendants' counsel regarding defendants' informal
8 document production, reviewing substantial documents and data produced by Defendants prior
9 to mediation, retaining an expert to analyze Defendants' document production, evaluating the
10 timekeeping and payroll data prior to mediation, drafting a mediation brief, preparing for and
11 attending mediation, negotiating and drafting the long-form Settlement Agreement and Notice,
12 preparing this Motion for settlement approval and all supporting documents hereto, and otherwise
13 litigating the case. Plaintiffs' counsel will spend additional time attending the hearing on this
14 Motion and overseeing the settlement administration process. Practice in the narrow field of wage
15 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state
16 and federal law, as well as the procedural law of representative litigation.

17 30. My office is requesting reimbursement of \$6,969.84 in total costs. A summary of
18 the costs incurred by my office in connection with this case is attached hereto as **Exhibit 3**. Filed
19 concurrently herewith are the declarations of my co-counsel, Shani O. Zakay and Jean-Claude
20 Lapuyade, attesting to the costs incurred by their respective law firms. The total amount that my
21 firm is requesting for expense reimbursements includes an additional \$178.60 in anticipated
22 future costs for the filing and service of this Motion for PAGA Settlement Approval, as well as
23 the CourtCall costs for Plaintiffs' counsel to attend the hearing on this Motion, which will be
24 incurred by the time this motion is heard.

25 31. Plaintiffs also request that the Court approve \$19,985.00 in administration costs
26 to the Settlement Administrator, ILYM Group, Inc. ILYM was selected to administer this
27 Settlement because it is an experienced and well-respected settlement administrator, and returned
28 a bid at a competitive rate.

32. Plaintiffs also seek enhancement awards of \$5,000.00 each, and believe that this request is reasonable given Plaintiffs' efforts in this case, the significant time devoted to the prosecution and resolution of this action, and the risks they undertook on behalf of the Aggrieved Employees. Among other things, Plaintiffs searched for and gathered relevant documents and provided them to their attorneys, engaged in multiple discussions with their attorneys regarding Defendants' policies and practices, the lawsuit and case strategy, and their work experiences with Defendants, helped their attorneys prepare for mediation, and reviewed and discussed the Settlement with their attorneys.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on October 17, 2022, at El Segundo, California.


Fletcher W. Schmidt

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, is made and entered into between Plaintiffs Patricia Cuellar and Michelle Lee, acting in their capacity as private attorneys general, and Defendants Aveanna Healthcare AS, LLC and Premier Healthcare Services, LLC.

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. “Action” means the lawsuit entitled *Patricia Cuellar v. Aveanna Healthcare AS, LLC*, Ventura County Superior Court, Case No. 56-2021-00556492.

2. “Aggrieved Employees” means all current or former non-exempt employees who worked for Defendants as a Home Health Aid, Registered Nurse, Licensed Practical Nurse, Licensed Nurse, Licensed Vocational Nurse, Wellness Immunization Nurse, Clinical Research Nurse, or in an administrative position, in the State of California from May 18, 2020 to the date that the Court enters an order approving this Settlement.

3. “Defendants” means Aveanna Healthcare AS, LLC and Premier Healthcare Services, LLC.

4. “Court” means the Superior Court of California for the County of Ventura.

5. “Effective Date” means the date on which all of the following have occurred: (i) the Court has entered a Final Judgment approving this Settlement; (ii) Plaintiffs’ counsels have executed and returned a Waiver of Appeal rights; and (iii) the time to appeal or seek permission to appeal or seek other judicial review of the Final Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought.

6. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Maximum Settlement Amount” is the non-reversionary sum of \$1,200,000.00, which includes payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorney’s fees and costs, payment of Plaintiffs’ enhancement awards, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are deducted from the Maximum Settlement Amount: (a) Plaintiffs’ attorneys’ fees of up to one-third of the Maximum Settlement Amount, or \$400,000.00; (b) Plaintiffs’ reasonable verified litigation costs in an amount not to exceed \$35,000.00; (c) Plaintiffs’ representative enhancement awards of \$5,000.00 each; and (d) reasonable third-party administration costs up to \$19,985.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from May 18, 2020 to the date that the Court enters an order approving this Settlement.

12. “PAGA Released Claims” means all claims for civil penalties pursuant to PAGA, that were pled or could have been pled based on the factual allegations in the anticipated operative First Amended Complaint filed in the Action, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay sick leave at the regular rate of pay, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to provide timely wages, failure to provide timely wages upon separation, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses. This release includes all claims for civil penalties arising under the California Labor Code, including but not limited to Labor Code sections 96, 98, 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 432, 510, 512, 558, 1102.5, 1174, 1174(3), 1174.5, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198, 1198.5, 1199, 2802, 2804, 2810.5, and the applicable Wage Orders of the Industrial Welfare Commission.

13. “Parties” means Plaintiffs and Defendants.

14. “Plaintiffs” means Patricia Cuellar and Michelle Lee.

15. “Plaintiffs’ Counsel” means Haines Law Group, APC, Zakay Law Group, APC, and JCL Law Firm, APC.

16. “Settlement Administrator” means ILYM Group, Inc.

II. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Filing of Amended Complaint.** As a material term of this Settlement, prior to seeking Court approval of this Settlement, the Parties will stipulate to amend the operative Complaint in the Action to add Premier Healthcare Services, LLC as a named Defendant, Michelle Lee as a named Plaintiff, and to plead additional factual allegations in conformance with the PAGA Released Claims. The specific language of the amended complaint shall be mutually agreed upon by the Parties. Following entry of an Order approving this Settlement, Plaintiffs shall seek dismissal of the lawsuit entitled *Michelle Lee v. Aveanna Healthcare AS, LLC, et al.*, Santa Clara Superior Court, Case No.: 21CV387081 with prejudice.

2. **Non-Admission of Liability.** Nothing in this Settlement will be construed to be an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

3. **Maximum Settlement Amount.** Defendants will pay \$1,200,000.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount will be deposited with the Settlement Administrator no later than 30 calendar days after the Effective Date.

4. **Representation as to Number of Pay Periods.** Defendants represent that the Aggrieved Employees have worked a total of no greater than 250,000 total pay periods during the PAGA Period (“Affected Pay Periods”). If the actual number of Affected Pay Periods is more than 5% greater than this number (i.e., if there are 262,501 or more Affected Pay Periods), Plaintiffs may exercise the option to withdraw from this Settlement by communicating that decision to Defendants’ counsel and the Settlement Administrator in writing at any point prior to the mailing of notice to the Aggrieved Employees. If Plaintiffs elect to exercise this option, this Settlement shall be entirely void. However, the Parties may also agree to modify the terms of the Settlement based on the changed facts.

5. **Net Settlement Amount.** The Parties agree that the following amounts should be deducted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiff’s Attorney’s Fees and Costs.** Defendants will not oppose Plaintiff’s request for attorneys’ fees in the amount of up to one-third of the Maximum Settlement Amount (\$400,000.00) and actual costs incurred in prosecuting this Action, up to \$35,000.00 as supported by declaration. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on an IRS Form 1099-MISC issued to Plaintiff’s Counsel.
- b. **Plaintiffs’ Enhancement Awards.** Defendants will not oppose Plaintiffs’ request for enhancement awards in the amount of \$5,000.00 each for their service to the State of California and the Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099-MISC issued to Plaintiffs.
- c. **Administration Costs.** Defendants will not oppose the Settlement Administrator’s costs in the amount up to \$19,985.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on an IRS Form 1099-MISC issued to the Settlement Administrator.

6. **Allocation of Net Settlement Amount.** The Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees will be allocated to the Aggrieved Employees as follows: Individual Settlement Payments will be calculated based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the 25% portion of the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee’s total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

7. **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as private attorneys general, acting on behalf of themselves, the State of California, and the Aggrieved Employees, agree that upon the funding of the Maximum Settlement Amount, Plaintiffs, the State of California, the LWDA, and the Aggrieved Employees will fully and finally release Defendants and all of their parent, subsidiary, affiliated and related companies and entities, as well as its/their officers, directors, investors, owners, shareholders, employees, partners, members, agents, and attorneys, and any entities or partnerships with which they are affiliated, past or present from any and all liability for the PAGA Released Claims.

8. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering an order as set forth herein.

III. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within thirty (30) calendar days after the Effective Date, Defendants will provide the Settlement Administrator with information for the Aggrieved Employees. Defendants will, in good faith, compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each Aggrieved Employee's full name, last known mailing address, last known telephone number, number of applicable pay periods during the PAGA Period, and Social Security numbers or tax identification numbers. Because Social Security or tax identification numbers are included in the list, the Settlement Administrator will maintain the list securely and in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether Plaintiffs' right to withdraw from the Settlement pursuant to Paragraph II.4 has been triggered. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph III.2, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within twenty-one (21) calendar days of Defendants' deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2,

the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed 100% penalties and reported using an IRS Form 1099-MISC. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any funds from checks that are not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to Legal Aid at Work, a 501(c)(3) non-profit organization (EIN: 94-2783401) dedicated to providing legal services to the indigent, pursuant to California Code of Civil Procedure § 384.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a re-mailing.

Defendants fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Aggrieved Employees will not have any right to opt-out or object to this Settlement.

5. **Payment of Remainder.** Within twenty-one (21) calendar days of Defendants' deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2, the Settlement Administrator will issue the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved enhancement awards to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph III.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099-MISC issued to each Aggrieved Employee. Neither Plaintiffs nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

IV. MISCELLANEOUS PROVISIONS

1. **Non-Publicity.** The Parties agree that no Party will issue any press release nor other public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate

or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

2. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of Los Angeles.

4. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action.

5. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

6. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

7. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

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

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

10. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

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

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

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

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

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

PATRICIA CUELLAR

Dated: Oct 11, 2022


Patricia Cuellar (Oct 11, 2022 14:59 PDT)

Patricia Cuellar, Plaintiff

MICHELLE LEE

Dated: _____

Michelle Lee, Plaintiff

AVEANNA HEALTHCARE AS, LLC

Dated: _____

By:
Its:

PREMIER HEALTHCARE SERVICES, LLC

Dated: _____

By:
Its:

PATRICIA CUELLAR

Dated: _____

Patricia Cuellar, Plaintiff

MICHELLE LEE

Dated: Sep 20, 2022



Michelle Lee (Sep 20, 2022 14:04 PDT)
Michelle Lee, Plaintiff

AVEANNA HEALTHCARE AS, LLC

Dated: _____

By:
Its:

PREMIER HEALTHCARE SERVICES, LLC

Dated: _____

By:
Its:

PATRICIA CUELLAR

Dated: _____

Patricia Cuellar, Plaintiff

MICHELLE LEE

Dated: _____

Michelle Lee, Plaintiff

AVEANNA HEALTHCARE AS, LLC

Dated: 09/01/2022 _____

Oni Holley Brown

By: Oni Holley Brown
Its: VP, Deputy General Counsel & Chief Litigation Officer

PREMIER HEALTHCARE SERVICES, LLC

Dated: 09/01/2022 _____

Oni Holley Brown

By: Oni Holley Brown
Its: VP, Deputy General Counsel & Chief Litigation Officer

APPROVED AS TO FORM ONLY:

Date: Oct 11, 2022

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Fletcher W. Schmidt
Attorneys for Plaintiff Patricia Cuellar

Date: _____

ZAKAY LAW GROUP, APC
JCL LAW FIRM, APC

By: _____
Shani Zakay
Jean-Claude Lapuyade
Attorneys for Plaintiff Michelle Lee

Date: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Mollie Burks
Attorneys for Aveanna Healthcare AS, LLC and
Premier Healthcare Services, LLC

APPROVED AS TO FORM ONLY:

Date: _____

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Fletcher W. Schmidt

Attorneys for Plaintiff Patricia Cuellar

Date: September 20, 2022

ZAKAY LAW GROUP, APC

JCL LAW FIRM, APC



By: _____

Shani Zakay

Jean-Claude Lapuyade

Attorneys for Plaintiff Michelle Lee

Date: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Mollie Burks

Attorneys for Aveanna Healthcare AS, LLC and
Premier Healthcare Services, LLC

APPROVED AS TO FORM ONLY:

Date: _____

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Fletcher W. Schmidt

Attorneys for Plaintiff Patricia Cuellar

Date: _____

ZAKAY LAW GROUP, APC
JCL LAW FIRM, APC

By: _____

Shani Zakay

Jean-Claude Lapuyade

Attorneys for Plaintiff Michelle Lee

Date: 9/1/2022

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Mollie Burks

Attorneys for Aveanna Healthcare AS, LLC and
Premier Healthcare Services, LLC

EXHIBIT 2

EXHIBIT 3

October 17, 2022

Patricia Cuellar

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
4/30/2021	PKH Postage for April, 2021.	1 11.72	11.72
	PKH Copying cost for April, 2021.	19 0.25	4.75
5/31/2021	PKH Postage for May, 2021.	1 5.86	5.86
	PKH Copying cost for May, 2021.	4 0.25	1.00
	PKH Westlaw cost for May, 2021.	1 3.87	3.87
5/18/2021	PKH LWDA Filing Fee	1 75.00	75.00
7/23/2021	PKH Filing fee for Initial and Complex Filing	1 1,436.75	1,436.75
	PKH Filing fee for Ventura E-file	1 39.51	39.51
	PKH Filing fee for Ventura E-file	1 4.95	4.95
7/30/2021	PKH Document Purchase Fee	1 1.75	1.75
	PKH Document Purchase Fee	1 0.05	0.05

10/17/2022

		<u>Qty/Price</u>	<u>Amount</u>
7/30/2021	PKH Document Purchase Fee	1 4.95	4.95
8/17/2021	PKH Document Purchase Fee	1 6.75	6.75
8/30/2021	PKH Document Purchase Fee	1 6.75	6.75
9/1/2021	PKH Document Purchase Fee	1 6.75	6.75
9/21/2021	PKH Document Purchase Fee	1 6.75	6.75
12/1/2021	KI Filing fee- Ventura County, Joint Stip and Proposed Order JTI Ref #: acecdade3e360	1 27.30	27.30
4/30/2022	PKH Secretariat Economists expert fee - Invoice #30806	1 4,928.00	4,928.00
	KI Free Conference Call Charge for April 2022 + Universal Service Fund Fee	1 7.94	7.94
4/26/2022	KI Document Purchase Fee from: County of Orange SC	1 15.77	15.77
	KI Document Purchase Fee from: County of Orange SC	1 8.06	8.06
8/31/2022	ALL Westlaw cost for August, 2022.	1 5.08	5.08
9/30/2022	ALL Copying cost for September, 2022.	1 0.25	0.25
4/26/2022	KI Document Purchase Fee from Orange County	1 15.77	15.77
	KI Document Purchase Fee from Orange County Court	1 8.06	8.06
8/15/2022	KI Document Purchase Fee from Ventura County	1 2.50	2.50
8/8/2022	KI Filing Fee from Ventura County	1 4.95	4.95
	KI Filing fee from Ventura Court eFile Trans Fee	1 0.60	0.60

10/17/2022

		<u>Qty/Price</u>	<u>Amount</u>
8/8/2022	KI Filing fee from Ventura Court	1 21.75	21.75
9/9/2022	KI Filing fee from Ventura County Service Charge	1 1.75	1.75
	KI Filing fee from Ventura County	1 4.95	4.95
	KI Filing fee from Veuntura County Trans Fee	1 0.05	0.05
10/11/2022	KI Filing fee from Ventura County	1 21.75	21.75
	KI Filing fee from Ventura County Trans Fee	1 4.95	4.95
	KI Filing fee from Ventura County Trans Fee	1 0.60	0.60
9/30/2022	KI CourtCall fee for hearing on 09/09/22	1 94.00	94.00
Total additional charges			<u>\$6,791.24</u>
Balance due			<u><u>\$6,791.24</u></u>