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Attorneys for Plaintiff Brandi Pimentel, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

BRANDI PIMENTEL, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

WESTMONT LIVING, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: C20-00694

Assigned to the Hon. Steve K. Austin, Dept. 33

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS, PERMITTING
PLAINTIFF LEAVE TO FILE A FIRST
AMENDED COMPLAINT, AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: April 16, 2020

I, DANIEL F. GAINES, hereby declare and state as follows:

1. I am an attorney at law duly licensed to practice before all Courts in the State of California and am a senior associate at the law firm of Gaines & Gaines, APLC, attorneys of record for Plaintiff Brandi Pimental (hereinafter “Plaintiff”) in the above-captioned action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

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1 2. My firm has represented employees in complex employment matters such as this
2 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
3 Court-approved class counsel in dozens of class action matters since my admission to the Bar. A
4 true and correct list of the cases in which our law firm has represented employees in wage and hour
5 matters been appointed as class counsel is attached hereto as Exhibit "C".

6 3. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*,
7 the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on April 16, 2020. Prior
8 thereto, Plaintiff complied with the administrative requirements set forth in PAGA. Attached
9 hereto as Exhibit "A" is a true and correct copy of Plaintiff's letter to the California Labor and
10 Workforce Development Agency.

11 4. Plaintiff's PAGA action alleges that Defendant Westmont Living, Inc.
12 ("Defendant") failed to timely compensate her and other similarly aggrieved employees, in
13 violation of Labor Code §§ 201, 202, 204 and 210; failed to provide compliant wage statements, in
14 violation of Labor Code §§ 226(a) and 226.3; failed to provide legally compliant rest periods, in
15 violation of Labor Code § 226.7; and failed to provide legally compliant meal periods, in violation
16 of Labor Code §§ 226.7 and 512.

17 4. After commencing the Action, the parties conducted informal discovery through
18 which they ascertained the size of the allegedly aggrieved employee group and the number of pay
19 periods worked by them during the applicable statutory period to ascertain the total potential value
20 of Plaintiff's claims.

21 5. The parties thereafter engaged in arm's-length negotiations through private
22 mediation and reached a resolution of the PAGA claims asserted in both PAGA notice letter and in
23 the Complaint. Based on discovery completed by my office and an analysis performed by my
24 colleagues and I, the maximum value of the penalty claims asserted for the applicable time period,
25 without stacking multiple alleged violations, is \$308,100 and the amount of the settlement is
26 \$123,240, or 40% of the maximum recoverable penalties (based on approximately 3,081 affected
27 pay periods worked by 163 Aggrieved Employees at the rate of \$100 each). Based on my
28 experience as noted above, the PAGA settlement² is a substantial recovery in light of the claims

alleged, the risk of prevailing on the merits of the claims, the risk the Court would apply its discretion to award less than the maximum potential penalty award, the narrow scope of the release (only PAGA claims premised on specified Labor Code violations), and the substantial payment to be made to the LWDA. This is a stellar result which is by any measure fair and reasonable, thereby warranting approval by the Court.

6. The parties have entered into a settlement agreement to resolve the PAGA claims on behalf of all alleged Aggrieved Employees. Attached hereto as Exhibit “B” is a true and correct copy of the Settlement Agreement and Release.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 1st day of February, 2021 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

January 28, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Westmont Living, Inc.
7660 Fay Avenue, Suite N
La Jolla, CA 92037

Defendant mailed certified # 70190700000201195406

Agent for Service of Process
Andrew Plant
7660 Fay Avenue, Suite N
La Jolla, CA 92037

Agent mailed certified # 70190700000201195413

Re: ***Labor Code Violations of Westmont Living, Inc. – Compliance Letter of
California Labor Code § 2698 Private Attorneys General Act***

Dear LWDA:

This office represents Brandi Pimentel, a former non-exempt California employee of Westmont Living, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510 and 1194, when it rounded down the hours reflected on our client’s and other Aggrieved Employees’ time records to pay fewer hours than were actually worked. On a weekly basis, this rounding deprived our client and other Aggrieved Employees of significant hours worked. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510 and 1194.

Our client alleges that Defendant failed to pay premium wages to her and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest period. When they were able to take a rest period, they were not permitted to leave the Defendant’s premises and were required to carry and be attentive to radio communication devices. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001.

Labor & Workforce Development Agency
Westmont Living, Inc.
Andrew Plant
January 28, 2020
Page 2

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code § 226.7 and 512 and IWC Wage Order 5-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were able to take a meal period, they were not permitted to leave Defendant's premises and were required to carry and be attentive to radio communication devices, in violation of Labor Code §§ 226.7, 510, 512 and 1194.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 
SEPIDEH ARDESTANI

EXHIBIT B

DANIEL GAINES (SBN 251488)

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Attorneys for Plaintiff

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FISHER & PHILLIPS LLP

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San Diego, CA 92121

Tel: (858) 597-9600

Fax: (858) 597-9601

Attorneys for Defendant

Westmont Living, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

BRANDI PIMENTEL, on behalf of herself and all
"aggrieved employees" pursuant to Labor Code §
2698 *et seq.*,

Plaintiffs,

v.

WESTMONT LIVING, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. CV20-00694

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Settlement Agreement and Release of Claims ("Agreement") is between Plaintiff Brandi
2 Pimentel ("Plaintiff"), on behalf of herself and other aggrieved employees, and Defendant Westmont
3 Living, Inc. ("Defendant" or "Westmont") (collectively, with Plaintiff, the "Parties"). By executing
4 this Agreement, the Parties intend to settle the lawsuit entitled *Pimentel, et al. v. Westmont Living,*
5 *Inc.*, Case No. CV20-00694 (Contra Costa County Superior Court, filed April 16, 2020) (the
6 "Action") involving claims brought under the California Labor Code Private Attorneys General Act
7 of 2004 ("PAGA").

8 **I. DEFINITIONS**

9 1. "Administration Fees" refers to the amount to be paid to Simpluris, Inc. (or any
10 other third-party settlement administrator approved by the Parties ("Settlement Administrator")) for
11 costs associated with administration of the settlement contemplated by this Agreement, including
12 costs for, among other things, printing, copying, formatting, translation of materials, postage,
13 envelopes, computer searches to locate addresses, calculation of payments to individual class
14 members, calculation of applicable withholdings and taxes (if required by law), costs associated with
15 the process for any uncashed settlement checks, and any other expenses the Settlement
16 Administrator incurs to complete the settlement process according to the terms of this Agreement.
17 The Settlement Administrator will be responsible for establishing a qualified settlement account, and
18 issuing all payments and appropriate tax forms (if required by law). The Parties agree that
19 Administration Fees will not exceed \$5,000, all of which are to be taken from the PAGA Gross
20 Settlement Amount (as defined below).

21 2. "Aggrieved Employees" consists of all non-exempt employees of Westmont Living,
22 Inc. employed in California at any time between February 10, 2019 and January 7, 2021.

23 3. "Attorneys' Fees and Costs" means the amount of money to be paid from the PAGA
24 Gross Settlement Amount (as defined below) to Gaines & Gaines, APLC ("Plaintiff's Counsel") in
25 full satisfaction of all claims Plaintiff may have for reasonable attorneys' fees, litigation costs, and
26 expenses incurred in the Action. The amount of attorneys' fees awarded to Plaintiff's Counsel may
27 not exceed 35% of the PAGA Gross Settlement Amount, and the amount of litigation costs and
28

1 expenses (combined) may not exceed \$10,000. Defendant will not object to or otherwise oppose
2 requests consistent with this paragraph.

3 4. **"Effective Date"** shall be the date on which the Court approves this Agreement and
4 dismisses the Action with prejudice through entry of the Order (as defined herein). No money
5 will be distributed unless and until the Effective Date occurs.

6 5. **"Individual Settlement Payments to Aggrieved Employees"** means the individual
7 payments that shall be made to each Aggrieved Employee under this Agreement, which in the
8 aggregate shall total 25% of the PAGA Net Settlement Amount (as defined below).

9 6. **"PAGA Gross Settlement Amount"** means One Hundred Twenty-Three Thousand
10 Two Hundred Forty Dollars (\$123,240). This amount shall be used to satisfy all liabilities arising
11 from this Agreement, including Attorneys' Fees and Costs, Plaintiff's Individual Claim Payment
12 (as defined below), Individual Settlement Payments to Aggrieved Employees, Administration
13 Fees, and payment to the Labor and Workforce Development Agency ("LWDA"). Defendant
14 shall pay exactly the PAGA Gross Settlement Amount to fulfill all of its obligations under this
15 settlement.

16 7. **"PAGA Net Settlement Amount"** means the amount, as approved by the Court,
17 after Attorneys' Fees and Costs, Plaintiff's Individual Claim Payment, and Administration Fees
18 are subtracted from the PAGA Gross Settlement Amount.

19 8. **"Plaintiff's Individual Claim Payment"** means the amount to be paid to Plaintiff
20 Pimentel in consideration for her general release of all claims, as set forth in Paragraph 22 below.
21 Plaintiff's Individual Claim Payment shall be in addition to the amount payable to Plaintiff as the
22 Individual Settlement Payments to Aggrieved Employees. Plaintiff's Individual Claim Payment
23 shall not exceed \$7,500. Plaintiff will receive an IRS Form 1099 from the Settlement
24 Administrator and will be solely responsible for reporting and paying all applicable federal, state
25 and local tax. Defendant will not object to or otherwise oppose requests consistent with this
26 paragraph.

27 9. **"Settlement Period"** means February 10, 2019 through January 7, 2021.
28

1 **II. RECITALS AND PROCEDURAL HISTORY**

2 10. **Allegations in the Complaint and Amendment Thereto.** On April 16, 2020,
3 Plaintiff Pimentel filed the Action in the Superior Court of California, County of Contra Costa,
4 individually and on behalf of all "aggrieved employees" pursuant to Labor Code §§ 2698 *et seq.*
5 In the operative First Amended Complaint, Plaintiff alleges a single claim for penalties under
6 PAGA.

7 11. **Defendant's Denials.** Nothing in this Agreement, or in the Memorandum of
8 Understanding executed by the Parties at mediation, shall constitute an admission on behalf of
9 Defendant of any form of liability or the accuracy of any allegation against it. Defendant denies
10 (1) all the material allegations in the Action; (2) that it violated any applicable laws; and (3) that it
11 is liable for damages, penalties, attorneys' fees, costs, or any other form of compensation or
12 remedy with respect to the claims asserted in the Action. Nevertheless, without admitting any
13 liability or wrongdoing, Defendant has agreed to settle the Action on the terms set forth in this
14 Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by
15 Defendant in this Agreement are made for settlement purposes only.

16 12. **Counsel's Investigation.** Plaintiff's Counsel has investigated the facts relating to
17 the claims alleged in the Action and also has analyzed all defenses. Plaintiff's Counsel also
18 engaged in informal discovery and obtained the production of relevant documentation and data
19 from Defendant prior to mediation on January 7, 2021, to allow Plaintiff's Counsel to further
20 investigate and evaluate the claims and defenses in this Action.

21 13. **Negotiation of Settlement.** Plaintiff's Counsel engaged in arms-length negotiations
22 with Defendant at a mediation on January 7, 2021, with experienced mediator Marc Feder with a
23 view toward achieving substantial benefits for the Aggrieved Employees and the State of
24 California, while avoiding the cost, delay, and uncertainty of further litigation.

25 **III. TERMS OF THE AGREEMENT**

26 14. **Court Approval of the Settlement.** The Parties will present this Agreement to the
27 Court and will request that the Court issue an order approving and incorporating by reference the
28 terms and conditions of this Agreement and dismissing the Action with prejudice (the "Order").

1 Plaintiff's Counsel will be responsible for drafting and filing all documents necessary to obtain the
2 Order.

3 **15. Delivery of the List of Aggrieved Employees.** As soon as practicable, but no later
4 than 15 calendar days after the Effective Date, Defendant will provide the Settlement
5 Administrator with a confidential list containing the Aggrieved Employees' names, last known
6 addresses, last known telephone numbers, and social security numbers, which will be used to send
7 the Individual Settlement Payments to Aggrieved Employees. Defendant will also provide the
8 Settlement Administrator with the number and date ranges of the pay periods worked by each
9 Aggrieved Employee during the Settlement Period. Data provided by Defendant shall be kept
10 confidential by the Settlement Administrator except for purposes of administering the settlement.
11 The Settlement Administrator shall not share any personally-identifying Aggrieved Employee data
12 with Plaintiff's Counsel, but may disclose the number of Aggrieved Employees, the date ranges of
13 the pay periods worked by each Aggrieved Employee during the Settlement Period (with names
14 redacted), and their Individual Settlement Payments (with names redacted).

15 **16. Funding of the Settlement.** Within 15 calendar days after the Effective Date,
16 Defendant will deposit the PAGA Gross Settlement Amount into a Qualified Settlement Account
17 ("QSA") to be established by the Settlement Administrator.

18 **17. Settlement Payments.** Within 21 calendar days of the funding of the QSA, the
19 Settlement Administrator shall issue the following payments from the QSA: (a) the Individual
20 Settlement Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA
21 Payment (as defined below) to the LWDA; (c) Plaintiff's Individual Claim Payment to Plaintiff;
22 (d) Attorney's Fees and Costs to Plaintiff's Counsel; and (e) the Administration Fees to itself. The
23 Settlement Administrator, and not Defendant, will issue appropriate tax forms for all payments
24 issued under this Settlement, if and as required by law as determined by the Settlement
25 Administrator. Because the payments made under this Agreement will be made with respect to
26 only the PAGA claims for all Aggrieved Employees and the individual claims for Plaintiff, this
27 Agreement is not subject to the rules governing the settlement of class or collective actions.
28

1 Accordingly, the settlement payments shall be distributed without a claims process or an
2 opportunity to object or opt out.

3 **18. Calculation of Individual Settlement Payments to Aggrieved Employees.** The
4 PAGA Net Settlement Amount will be distributed as follows:

5 a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA (the
6 "LWDA PAGA Payment"); and

7 b. The remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved
8 Employee Settlement Amount") shall be distributed to all Aggrieved Employees, with each
9 Aggrieved Employee receiving an Individual Settlement Payment based on the number of pay
10 periods he or she worked for Defendant in California during the Settlement Period. The
11 Aggrieved Employee Settlement Amount will be divided by the total number of such pay periods
12 to yield the Pay Period Value. Each Aggrieved Employee shall be paid an Individual Settlement
13 Payment equal to their individual number of pay periods multiplied by the Pay Period Value.

14 **19. Distribution of Individual Settlement Payments to Aggrieved Employees.** The
15 Settlement Administrator will issue to each Aggrieved Employee a check in the amount of his or
16 her Individual Settlement Payment, along with an explanatory letter in the form attached hereto as
17 Exhibit A, within the time parameters set forth in paragraph 17 above. Checks shall remain
18 negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing
19 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
20 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
21 to determine the correct address using a skip-trace, or other search using the name, address, or
22 Social Security number of the Aggrieved Employee, and will then perform a single re-mailing.
23 Funds contained in the settlement checks that are returned as undeliverable and in settlement
24 checks uncashed for more than 180 days after issuance will be tendered to the California State
25 Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved
26 Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous
27 income for which a 1099 will be issued to the extent required by law.
28

1 20. **Attorneys' Fees and Costs.** As referenced above, Plaintiff's Counsel intends to
2 request, and Defendant agrees not to oppose, that the Court award Plaintiff's Counsel, (a)
3 attorneys' fees in an amount up to 35% of the PAGA Gross Settlement Amount, and (b) costs and
4 expenses incurred in representing the interests of the Aggrieved Employees up to \$10,000. These
5 amounts shall be paid from the PAGA Gross Settlement Amount. Defendant shall have no
6 liability for any other attorneys' fees or costs. If the Court approves a lesser amount for either fees
7 or costs and expenses, this will not impact the enforceability of this Agreement and the difference
8 will remain part of the PAGA Net Settlement Amount. The Settlement Administrator shall issue
9 Plaintiff's Counsel the Attorneys' Fees and Costs within the time parameters set forth in paragraph
10 17 above, together with Forms 1099. Plaintiff's Counsel agree that they are solely responsible for
11 paying all applicable taxes on any payments they receive hereunder.

12 21. **Release of PAGA Claims.** Upon Court approval of the Settlement, dismissal of the
13 Action with prejudice, and subject to Defendant's full payment of the PAGA Gross Settlement
14 Amount, Plaintiff and Aggrieved Employees will fully and finally release and discharge
15 Defendant and its former, present and future owners, parents, and subsidiaries, and all of their
16 current, former and future officers, directors, members, managers, employees, consultants,
17 partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal
18 representatives ("Released Parties"), from all claims, rights, demands, liabilities and causes of
19 action for civil penalties under the PAGA that arose during the Settlement Period, based on the
20 factual allegations pled in the operative complaint in the Action, with respect to the following
21 claims: (a) failure to provide proper meal periods or to pay premium wages for missed meal
22 periods; (b) failure to authorize and permit rest periods or to pay premium wages for missed rest
23 periods; (c) failure to pay all wages due; (d) failure to furnish accurate wage statements; and (e)
24 failure to timely pay wages.

25 22. **Additional Release of Claims by Plaintiff.** In addition to the release given by each
26 Aggrieved Employee, Plaintiff Pimentel fully releases and discharges the Released Parties from
27 any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind, known
28 or unknown, arising out of any acts or omissions by Defendant or any of the Released Parties

1 through the Effective Date. This release by Plaintiff specifically includes, but is not limited to,
2 any and all claims, demands, obligations, causes of action, rights, or liabilities under any federal,
3 state, or local laws, statutes, or regulations (including, but not limited to, the California Labor
4 Code, the California Fair Employment and Housing Act, Title VII of the Civil Rights Act, the
5 Equal Pay Act, and the Fair Labor Standards Act), whether or not known or suspected to exist, and
6 whether or not specifically or particularly described herein. Specifically, because she is releasing
7 claims that they may not know about, Plaintiff waives all rights and benefits afforded to her by
8 California Civil Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
10 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
11 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
12 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

13 23. **No Credit Toward Benefit Plan.** Payments to Aggrieved Employees, including
14 Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any
15 benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to
16 profit-sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO
17 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not
18 affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled
19 under any benefit plans.

20 24. **Circular 230 Disclaimer.** Each Party to this Settlement Agreement acknowledges
21 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
22 between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will
23 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
24 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
25 amended); (2) each Party (a) has relied exclusively upon her or its own, independent legal and tax
26 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered
27 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
28 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any

1 attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party;
2 and (3) no attorney or advisor to any other Party has imposed any limitation that protects the
3 confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such
4 limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of
5 any transaction, including any transaction contemplated by this Agreement.

6 **25. No Prior Assignment.** Plaintiff represents and warrants that she has not assigned or
7 transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities
8 that, but for such assignment or transfer, would be released under this Agreement.

9 **26. Nullification of Settlement Agreement.** Unless otherwise noted herein, if (i) the
10 Court does not approve the settlement as provided or (ii) the settlement does not become final for
11 any other reason, then this Agreement, the Memorandum of Understanding, and any documents
12 generated to bring it into effect will be null and void, and the Parties will be returned to their
13 original, respective positions.

14 **27. No Publicity; Confidentiality.** No party hereto (including the Parties' attorneys)
15 shall publicize this settlement, this Agreement, any terms of this Agreement (including, but not
16 limited to, the PAGA Gross Settlement Amount), or any information about the negotiations
17 leading to the execution of this Agreement. This includes, but not limited to, communications
18 through any social media, unless so ordered by the Court. Nothing herein limits or purports to
19 limit Plaintiff's Counsel's ability or right to respond to Aggrieved Employee inquiries about this
20 Settlement or to submit this Settlement to the LWDA and the Court for the purpose of obtaining
21 approval of the Settlement and in compliance with the requirements of PAGA.

22 **28. Continued Jurisdiction.** After entry of the Order, the Court shall retain, and will
23 have continuing, jurisdiction solely for purposes of addressing: (i) the interpretation and
24 enforcement of the terms of this Agreement; (ii) settlement administration matters; and (iii) such
25 matters as may be appropriate under court rules or as set forth in this Agreement, as permitted by
26 Code of Civil Procedure section 664.6 and any other applicable law.

1 29. **Entire Agreement.** This Agreement constitutes the entirety of the Parties'
2 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
3 binding on the Parties.

4 30. **Amendment or Modification.** This Agreement may be amended or modified only
5 by a written instrument, signed by both Parties, their successors-in-interest, or their counsel.

6 31. **Authorization to Enter into a Settlement Agreement.** Counsel for all Parties
7 warrant and represent they are expressly authorized by the Parties whom they represent to
8 negotiate this Agreement and to take all appropriate action required or permitted to be taken by
9 such Parties pursuant to this Agreement. The Parties and their counsel will cooperate with each
10 other and use their best efforts to effect the implementation of the settlement.

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

13 33. **Governing Law.** All terms of this Agreement shall be governed by, and interpreted
14 according to, the laws of the State of California.

15 34. **Execution and Counterparts.** This Agreement is subject only to the execution of
16 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
17 counterparts and each of them, including fax and scanned copies of the signature page, will be
18 deemed to be one and the same instrument.

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

23 36. **Construction and Interpretation.** Headings and paragraph titles are inserted as a
24 matter of convenience and for reference, and in no way define, limit, extend or describe the scope
25 of this Agreement or any of its provisions. Each term of the Agreement is contractual.

26 37. **Waiver.** No waiver of any condition or covenant contained in this Agreement or
27 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28

1 constitute a further waiver by such party of the same or any other condition, covenant, right or
2 remedy.

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

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

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

17 **41. Cooperation and Execution of Necessary Documents; Stipulation/Motion for**
18 **Court Approval.** All Parties will cooperate in good faith and execute all documents to the extent
19 reasonably necessary to effectuate the terms of this Agreement. Plaintiff's Counsel shall prepare
20 and file a joint stipulation for Court approval of the Settlement (or a motion if required by the
21 Court) as soon as practicable. Plaintiff's Counsel shall submit the stipulation/motion to
22 Defendant's counsel for approval a reasonable time prior to filing.

23 **42. Binding Agreement.** The Parties warrant that they understand and have full
24 authority to enter into this settlement, and further intended that this Agreement will be fully
25 enforceable and binding on all Parties, and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
27 provisions that otherwise might apply under federal or state law.
28

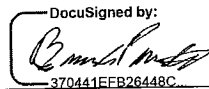
43. **Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement at the same time this Settlement is submitted to the Court for approval, and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement.

44. **Representation Regarding the Number of Aggrieved Employees.** Defendant represents that there are 163 Aggrieved Employees. If the actual number of Aggrieved Employees during the Settlement Period is more than 163, Defendant shall increase the PAGA Gross Settlement Amount in proportion to the increase in Aggrieved Employees over 163 (e.g., if the number of Aggrieved Employees during the Settlement Period is 170, Defendant will increase the PAGA Gross Settlement Amount by 4.29%, or 170/163).

SO AGREED:

Dated: January 29, 2021

Plaintiff Brandi Pimentel

DocuSigned by:

370441FEB26448C

Brandi Pimentel

Dated:

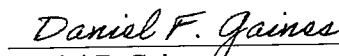
Defendant Westmont Living, Inc.

By: _____,
its _____

APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

Dated: February 1, 2021

GAINES & GAINES, APLC


Daniel F. Gaines
Counsel for Plaintiff

43. **Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement at the same time this Settlement is submitted to the Court for approval, and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement.

44. **Representation Regarding the Number of Aggrieved Employees.** Defendant represents that there are 163 Aggrieved Employees. If the actual number of Aggrieved Employees during the Settlement Period is more than 163, Defendant shall increase the PAGA Gross Settlement Amount in proportion to the increase in Aggrieved Employees over 163 (e.g., if the number of Aggrieved Employees during the Settlement Period is 170, Defendant will increase the PAGA Gross Settlement Amount by 4.29%, or 170/163).

SO AGREED:

Dated:

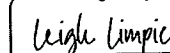
Plaintiff Brandi Pimentel

Brandi Pimentel

Dated: 1/29/2021

Defendant Westmont Living, Inc.

DocuSigned by:



By: Leigh Limpic

its VP, Human Resources

APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

Dated:

GAINES & GAINES, APLC

Daniel F. Gaines
Counsel for Plaintiff

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Dated:

FISHER & PHILLIPS, LLP



Christopher C. Hoffman
Miranda R. Watkins
Counsel for Defendant

EXHIBIT A

Date

NOTICE OF SETTLEMENT
Contra Costa County Superior Court Case No. CV20-00694
Case Name: *Brandi Pimentel v. Westmont Living, Inc.*

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled BRANDI PIMENTEL, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., "Plaintiffs," v. WESTMONT LIVING, INC., a California corporation, and DOES 1 through 10, inclusive, ("Defendant"), Superior Court of the State of California, County of Contra Costa, Case Number CV20-00694 (the "Lawsuit").

In the Lawsuit, Plaintiff pursued various claims for penalties against Defendant under the California Private Attorneys General Act of 2004 ("PAGA") related to unpaid wages, missed and uncompensated meal and rest breaks, inaccurate wage statements, and the late payment of wages. Defendant denies Plaintiff's claims in their entirety, and asserts it complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendant. The settlement addresses claims for PAGA penalties on behalf of all non-exempt employees of Westmont Living, Inc. employed in California at any time between February 10, 2019 and January 7, 2021. No wage claims are released or otherwise affected by this settlement.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in your name.

If you have additional questions, you may contact the lawyers for Plaintiff:

Daniel F. Gaines
Alex P. Katofsky
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
daniel@gaineslawfirm.com
Phone: (866) 550-0855

EXHIBIT C

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

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_____ (For messenger) my business address is:

Christopher C. Hoffman, Esq.
Fisher & Phillips LLP
4747 Executive Drive
Suite 1000
San Diego, CA 92121

 x (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

Executed on February 2, 2021, at Calabasas, California.

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