

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer, Jr., SBN 337704
afilier@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 240
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Daniel Carillo-Salazar,
individually, and on behalf of all other similarly
situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

In re WATERMARK WAGE AND HOUR
CASES

Coordination Proceedings Special Title
(C.R.C. Rule 3.550)

Included Actions:

*Daniel Carillo-Salazar v. Watermark Services
IV, LLC, et al.,*
Orange County Superior Court
Case No. 30-2020-01126766-CU-OE-CXC

*Evanina Alaniz v. Watermark Retirement
Communities LLC, et al.,*
Los Angeles County Superior Court
Case No. 20STCV16386

*Katherine Greene v. Watermark Retirement
Properties, Inc., et al.,*
Monterey County Superior Court
Case No. 20CV002422

Case No.: JCCP 5176

Assigned for all purposes to:
Hon. William Claster
Dept. CX104

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 8, 2023
Time: 9:00 am
Place: Department CX104

Action Filed: January 27, 2020
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6

7
8
9
10

11

12
13
14
15
16
17
18

19
20
21
22
23
24
25
26
27
28

1 unlawful business practices; as well as an additional claim (9) for successor corporation liability.
2 On November 11, 2022, I filed a Second Amended Complaint adding an additional claim for failure
3 to pay necessary business expenses. Mr. Carillo-Salazar also submitted a PAGA notice letter to the
4 LWDA on January 17, 2020.

5 5. Thereafter, I served a set of written discovery, including a Request for Production of
6 Documents and Special Interrogatories. In response, Defendant agreed to produce informal
7 discovery and engage in mediation. The parties also agreed to produce the time records and wage
8 statements for a 25% sample of the putative class members in preparation for mediation.

9 6. Plaintiff alleges that Defendant failed to provide compliant meal periods by understaffing
10 its workforce in light of the work demands to allow them to take meal periods on time and for at
11 least 30 minutes.

12 7. Plaintiff alleges that Defendant failed to permit and authorize rest breaks for the same
13 reason they could not take their meal periods.

14 9. Plaintiff alleges that Defendant's practices of having employees perform work during
15 unpaid training at the beginning of their employment forced Class Members to work off-the-clock
16 which should have been paid at the minimum rate of pay or overtime rate of pay.

17 10. Plaintiff alleges that Defendant failed to provide complete and accurate itemized wage
18 statements in compliance with Labor Code section 226(a) by issuing wage statements to Plaintiff
19 and Class Members that failed to reflect the correct total number of hours worked and therefore, the
20 correct wages earned, on every wage statement.

21 11. Plaintiff alleges that Defendant failed to reimburse Plaintiff and Class Members for
22 necessary business expenses.

23 12. After engaging in litigation, the parties agreed to mediate and scheduled mediation for
24 June 8, 2021, which was later rescheduled to January 4, 2022. Prior to the mediation, Defendant
25 produced informal discovery by providing me with Plaintiff's personnel file, Defendant's Employee
26 Handbook, the total number of Class Members, including those formerly employed during the class
27 period, and the total number of pay periods and workweeks during the class period. I thoroughly
28 reviewed the foregoing documents prior to mediation.

1 13. On January 4, 2022, the parties participated in a full day of mediation with mediator
2 Steven J. Rottman, Esq., an experienced mediator of wage and hour class actions. Mediator Rottman
3 helped to manage the parties' expectations and provided a useful, neutral analysis of the issues and
4 risks to both sides. With the assistance of the mediator, ultimately, the case was able to resolve.
5 Thereafter, the Parties jointly drafted and executed the Stipulation. A true and correct copy of the
6 fully executed Stipulation of Class Action and PAGA Settlement (hereinafter "Stipulation" or
7 "Settlement") is attached hereto as **Exhibit A**. At all times, the Parties' negotiations were
8 adversarial and non-collusive, and the Stipulation thus constitutes a fair, adequate, and reasonable
9 compromise of the claims at issue.

10 **PLAINTIFF'S COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF**
11 **THE FACTUAL AND LEGAL ISSUES AND WERE THUS ABLE TO OBJECTIVELY**
12 **ASSESS THE SETTLEMENT'S REASONABLENESS**

13 14. By engaging in a thorough investigation and evaluation of Plaintiff's claims, I can opine
14 that the Settlement, for the consideration and on the terms set forth in the Stipulation, is fair,
15 reasonable, an adequate, and is in the best interests of the Class Members in light of all known facts
16 and circumstances, including the risk of significant delay and uncertainty associated with litigation,
17 various defenses asserted by Defendant.

18 15. Prior to the outset of the litigation, Plaintiff provided me with detailed accounts of his
19 experience working for Defendant and the circumstances that gave rise to the alleged Labor Code
20 violations. In addition to informing my initial evaluation of the lawsuit, the information that Plaintiff
21 provided through my interviews with him also influenced my discovery efforts.

22 16. Plaintiff's discovery requests led to the production of considerable information relied
23 upon for the Settlement, including a statistically significant sampling of thousands of pages of
24 timekeeping and payroll records, and policies and practices directly pertaining to the alleged Labor
25 Code violations at issue, reviewed Defendant's written policies provided in its Employee Handbook,
26 and reviewed the entire set of thousands of pages of data and documents produced by Defendant.
27 From this analysis, I was able to analyze Labor Code issues, theories and alleged violations that
28 would have provided direct evidence for use at trial in a class and PAGA action. I and the expert

1 analyzed the timekeeping and payroll data, in order to assess, *inter alia*, the incidence of meal and
2 rest period violations, and premiums paid for said violations, the minimum and overtime rates paid
3 to Class Members, the amount of underpaid minimum, regular and overtime wages, the accuracy of
4 the wage statements, and the amount of waiting time penalties under Cal. Labor Code § 203.

5 17. I interviewed Plaintiff who provided accounts of their own experience, which enabled
6 me to understand the theories explaining the respective frequencies of the alleged violations borne
7 out in the data and records produced and to learn more about the day-to-day circumstances giving
8 rise to the alleged violations. Overall, I performed a searching investigation into the claims at issue,
9 which included: (1) determining Plaintiff's suitability as a class representative through interviews,
10 background investigations, and analyses of his employment files and related records; (2) researching
11 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
12 of employer; (3) analyzing employee time and wage records; (4) analyzing Defendant's labor
13 policies and practices; (5) researching settlements in similar cases; (6) researching Plaintiff's novel
14 theories of liability; (7) evaluating Plaintiff's claims and estimating Defendant's liability for
15 purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

16 **THE PARTIES SETTLED AT THE CONCLUSION OF MEDIATION**

17 18. On January 4, 2022, the parties participated in a mediation with mediator Steven J.
18 Rottman, Esq., who helped manage the parties' expectations and provided a useful, neutral analysis
19 of the issues and risks to both sides. At all times, the Parties' negotiations were adversarial and non-
20 collusive. After a full day of mediation, the Parties reached a settlement in principal and executed
21 a detailed long form Settlement.

22 **QUALIFICATIONS AND EXPERIENCE**

23 19. I have been a California licensed attorney since November 2011. I began my career
24 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
25 Resolution Corporation ("PLDRC") handling employment related litigation matters. While clerking
26 for PLDRC I analyzed and organized discovery documents and researched employment litigation
27 issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I worked as an
28 associate attorney at Pedersen McQueen between March 2013 through January 2017 almost

1 exclusively engaging in employment matters representing employees. I have litigated several wage
2 and hour case to trial and currently litigating or have litigated cases valued in the six and seven
3 figure dollar range, including representative actions. I had primary responsibility for approximately
4 20 litigation matters on average throughout my employment at PLDRC and Pedersen McQueen and
5 Pedersen Law. I regularly practice in state court and sometimes federal court. As an associate, my
6 responsibilities included carrying primary case responsibility which includes tasks like taking
7 depositions, conducting damages analysis, analyzing discovery documents, conducting client
8 intake, developing discovery and litigation strategies, participating in mediations and arbitrations,
9 engaging in settlement negotiations, trial preparation and trial work, as well as other responsibilities
10 that commonly coincide with managing cases from start to finish.

11 20. I have been a member of local bar associations, including the Orange County Bar
12 Association, as well as the State Bar of California and American Bar Association and served in a
13 number of leadership roles at all levels. Most notably, I served as a Committee Member of the
14 Orange County Bar Association Young Lawyers' Education Committee and Social Committee.

15 21. In January 2017, I officially started my own practice Jackson Law, APC. Throughout
16 my career, I have currently litigated over approximately 50 Private Attorney General Act cases
17 and/or class action cases to resolution byway of settlement or trial. Over the course of my career, I
18 have litigated above 100 employment cases, including wage and hour representative actions to
19 resolution byway of settlement, default or trial.

20 22. Below is a non-exhaustive list of all prior wage and hour representative actions on which
21 I have served as lead or co-counsel.

22 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

23 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
24 Case No. 37-2017-00003415-CU-OE-CTL

25 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-WT-
26 CLT

27 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
28 No. 30-2017-00899277-CU-OE-CXC

- 1 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
2 Case No. BC697241
- 3 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court, Case
4 No. CIVDS1610431
- 5 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case
6 No. 30-2017-00899290-CU-OE-CXC
- 7 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case No.
8 30-2016-00895669-CU-OE-CXC
- 9 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
10 BC609306
- 11 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
12 Superior Court, Case No. BC691018
- 13 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case
14 No. BC715217
- 15 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-
16 2016-00854699-CU-OE-CXC
- 17 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
18 Case No. 30-2018-00989673-CU-OE-CXC
- 19 14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
20 30-2016-00840385-CU-OE-CJC
- 21 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
22 Case No. 30-2018-00978231-CU-WT-CJC
- 23 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
24 No. 30-2017-00900653-CU-OE-CJC
- 25 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
26 Case No. BC635918
- 27 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
28 Court, Case No. BC674131

- 1 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
2 No. 30-2016-00840321-CU-OE-CJC
- 3 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
4 BC617880
- 5 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
6 30-2016-00840386-CU-OE-CJC
- 7 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-2
8 015-00795449-CU-OE-CJC
- 9 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
10 Case No. 30-2018-00979111-CU-OE-CXC
- 11 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
12 30-2017-00900648-CU-OE-CXC
- 13 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
14 8:19-cv-00564
- 15 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
16 Case No. 30-2017-00926015-CU-OE-CXC
- 17 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
18 Case No. 30-2016-00877489-CU-OE-CXC
- 19 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
20 Case No. 30-2018-00978815-CU-OE-CXC
- 21 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
22 BC653817
- 23 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County Superior
24 Court, Case No. 30-2018-00981362-CU-WT-CXC
- 25 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
26 Case No. 30-2017-00904202-CU-OE-CXC
- 27 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
28 Case No. 30-2018-00966582-CU-WT-CXC

- 1 33. *Ajin v. Lymi, Inc, Los Angeles County Superior Court*, Case No. BC696168
- 2 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
- 3 Case No. BC710735
- 4 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
- 5 Case No. 30-2015-00795457-CU-OE-CJC
- 6 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
- 7 Case No. BC710736
- 8 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
- 9 Case No. 30-2018-00981299-CU-OE-CXC
- 10 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court, Case
- 11 No. BC722778
- 12 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.
- 13 30-2018-00982745-CU-OE-CXC
- 14 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
- 15 Case No. 8:18-cv-02249-AG (ADSx)
- 16 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
- 17 Case No. 30-2018-00971152-CU-WT-CJC
- 18 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
- 19 Case No. SACV19-00303 ODW (MAAx)
- 20 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
- 21 OE-CJC
- 22 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773
- 23 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
- 24 Case No. BC646999

25 **THE SETTLEMENT IS REASONABLE IN LIGHT OF THE RISKS, EXPENSE,**

26 **AND DELAY OF CONTINUED LITIGATION AND DEFENDANT'S DEFENSES**

27 23. Based on the information and evidence provided by Defendant in discovery, analysis of

28 the time cards and wage statements, and my own independent investigation, I determined an

appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical exposure by: (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive motions that Defendant will bring before trial (e.g., motion to strike class and representative allegations, motion to decertify a class action, and/or motions for summary judgment) which may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims; (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find Defendant did not willfully refuse to pay discharged or terminated employees (i.e. a good faith failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not willfully and intentionally refuse to comply (i.e, a good faith failure) with the wage statement requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the "Discount Factors"). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at \$8,091,108.50 (50% probability on loss on the merits of a \$16,182,217.50 reasonable exposure analysis).

24. The following is a table of potential damages:

Claim	Highest Theoretical Damage Exposure	Reasonable Range of Damages and Penalties	
Failure to Provide Meal Breaks	\$1,799,521 (damages and interest) and \$1,879,900 (civil penalties) for a total of \$3,679,421	\$0	\$899,760.5 (damages) and \$939,950 (civil penalties) for a total of \$1,839,710.5 (50% discount)

			\$4,118,960 (damages) and \$1,247,900 (civil penalties) for a total of \$5,366,860 (75% discount)
Failure to Provide Rest Breaks	\$16,475,840 (damages) and \$4,991,600 (civil penalties) for a total of \$21,467,440	\$0	\$215,711 (damages) and \$49,100 (civil penalties) for a total of \$264,811 (50% discount)
Failure to Pay Off-the-Clock	\$ 431,422 (damages) and \$98,200 (civil penalties) for a total of \$529,622	\$0	\$1,964,000 (50% discount)
Failure to Provide Accurate Wage Statements	\$3,928,000	\$0	\$3,646,722 (50% discount)
Waiting Time Penalties	\$7,293,444	\$0	\$604,313.50 (damages) and \$2,495,800 (civil penalties) \$3,100,113.50 (50% discount)
2802 Damages	\$1,208,627 (damages) and \$4,991,600 (civil penalties) for a total of \$6,200,227	\$0	\$16,182,217.50 (Risk Analysis Discount Assessment)
Total Damages (excluding attorneys' fees):	\$38,106,554	\$0	

Meal and Rest Periods

25. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges employees were not authorized to take rest periods due to understaffing.

26. Although Defendant's time records may create a rebuttable presumption that it did not provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the claims are likely overwhelmed by individual inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential value of the claims.

27. First, Defendant maintains an Employee Handbook, which sets forth meal and rest period policies. To the extent Plaintiff may allege he felt pressured by his duties or schedule, Defendant will argue this is not evidence that Defendant did not authorize or provide Plaintiff his

1 meal and rest periods.

2 28. Second, analysis of the time and payroll data for workers revealed a 11.2% meal break
3 violation rate for all 146,820 shifts analyzed amounting to 16,460 meal break violations in the
4 sample. Furthermore, since employees are not required in California to record their rest periods
5 times, it would be difficult to show rest break violations throughout the class period.

6 29. Third, the analysis revealed 93,684 potential meal break violations through extrapolation
7 extrapolated over the 835,643 shifts. Furthermore, in opposition to any motion for class certification,
8 it is anticipated that Defendant will present declarations from dozens of employees attesting to
9 Defendant's lawful meal and rest period policies and practices, and how employees personally chose
10 to skip, delay or shorten breaks on their own without any influence from Defendant.

11 30. Therefore, based on the foregoing and the "Discounted Factors" described above, these
12 claims should be discounted. After taking into account the foregoing considerations and the
13 Discount Factors, I have assessed the combined value of the meal and rest period claims, inclusive
14 of civil penalties, at between **\$0 and \$3,603,285.25 (\$7,206,570.50 (including \$4,732,750 in PAGA**
15 **penalties) reasonable range of liability * 50% probability of prevailing on claims)**

16 31. More specifically, the high end of the realistic range for the meal period claim accounts
17 for all the Discount Factors to consider the best scenario of a trier of fact finding for liability and
18 damages as half of the 11.2% violation rate. The analysis computed the following results:
19 \$1,799,521 inclusive of interest and PAGA penalties amounting to \$1,879,900 equating to
20 \$3,679,421. Given the issues concerning manageability for meal break violations, the total damages
21 number should be discounted by 50% equating to \$1,839,710.50. As for rest breaks, \$16,475,840
22 inclusive of interest and PAGA penalties amounting to \$4,991,600 equating to \$21,467,440. For
23 the rest periods, the risk to Plaintiff is greater due to the additional consideration of a lack of rest
24 period recordkeeping requirement. Given the lack of documentation and issues concerning
25 manageability, rest break damages should be discounted by 75% equating to \$5,366,860. In addition
26 to the liability discounts, a further discount of 50% to account for risk of loss of the entire claim at
27 trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a
28 realistic range of recovery for meal break claim in the amount of \$919,855.25 and rest break claim

1 in the amount of \$2,683,430 equating to \$3,603,285.25 as a combined number for meal break and
2 rest break claims.

3 **Minimum Wage and Overtime Claim**

4 32. After requesting Plaintiff's personnel record, the policy revealed that Plaintiff was
5 subjected to a policy that required training to be conducted off-the-clock as part of the onboarding
6 process. Based upon our analysis, there were a total of 19,640 hours with an average rate of pay at
7 \$16.93 resulting in an amount of \$332,599 with interest of \$98,823, and \$98,200 in PAGA penalties
8 equating to a total amount of \$431,328.20.

9 33. In this case, damages may be difficult to prove-up given the lack of documentation to
10 show off-the-clock work despite any written policy for purposes of commonality and superiority
11 (i.e. a manageable trial plan), as well as to demonstrate at trial for purposes of finding class-wide
12 liability and damages. As with the preceding claims, I had to discount the value of the minimum
13 wage claim to account for the risks of continued litigation and Defendant's affirmative defenses.

14 34. For example, Defendant will simply argue that Plaintiff will not be able to present any
15 evidence that the policy was actually implemented for all class members to work off-the-clock.

16 35. Analysis of the sampling, and extrapolation to all class members, revealed that, in the
17 aggregate, Defendant potentially underpaid workers by 19,640 hours equating to \$431,422 damages
18 and interest and \$98,200 in PAGA penalties totaling \$529,622.

19 36. However, based on certain Discount Factors (i.e. lack of common evidence such as time
20 records or confirmation of hours worked/trained), the lack of documentary evidence, and
21 Defendant's ability to garner numerous declarations in support of its defense to this claim creates
22 uncertainty. I estimate that a more realistic high end of exposure discounts the top end by at least
23 50% of the highest theoretical amount, leaving a more realistic range of recovery at \$264,811.

24 **Wage Statement Claim**

25 37. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage
26 statements as a result of failing to record all hours worked for off-the-clock work. Plaintiff also
27 alleges as a derivative claim of the foregoing allegations for failure to provide wages, breaks, pay
28 for all hours worked, and improper overtime premium pay. Plaintiff also alleges Labor Code section

226 damages. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage statements as a derivative claim of the foregoing allegations for failure to provide wages, breaks, pay for all hours worked, and improper overtime premium pay.

38. Defendant provided wage statements with the itemized information, as required under Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements were not accurate because Plaintiff was not paid an additional hour of pay when he was not provided meal and rest periods, not paid for all hours worked, and not properly compensated for all overtime premium pay - the claim bears the same risk for failure as the factual reasons discussed above.

39. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for excess hours worked in one pay period onto the next pay period.

40. Furthermore, to award statutory penalties under section 226(e), Defendant will argue that Plaintiff would have had to show that Defendant knowingly and intentionally issued wage statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142–43 (2011); see also *Elliot v. Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180–81 (2008).]

41. Defendant issued approximately 49,916 wage statements during relevant class period. Assuming all wages statements dating back one year prior to the filing of the complaint are inaccurate, then the Defendant is liable for no more than approximately \$3,928,000 based upon approximately 982 employees being subjected to wage statement violations for the maximum amount of \$4,000 per employee. Therefore, in light of these considerations and the Discount Factors, Plaintiff assessed the settlement value of the wage statement claim at \$982,000.

Waiting Time Penalties

42. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided when meal or rest breaks were not provided, and that workers were not paid all overtime and/or premium wages. On the assumption that all 1,795 formerly employed workers are owed some unpaid wages, then the highest theoretical amount for potential waiting time penalties is calculated as follows: 1795 former employees x 30 days x 8 hours per day x \$16.93 average hourly wage =

1 \$7,293,444. However, for the reasons discussed above, it will be difficult for Plaintiff to present
2 substantial common evidence that he and the putative class members were not paid all wages due at
3 the time of termination as to all formerly employed workers given that all formerly employees were
4 subjected to a Labor Code violation. Given the uncertainty of proving all violations and the risk of
5 losing the entire claim, Plaintiff assessed the settlement value of the wage time penalty claim at
6 \$1,823,361.

7 **2802 Business Reimbursement Claims**

8 43. Plaintiff alleged itself, aggrieved employees and class members were subjected to
9 California Labor Code section 2802 violations for failure to reimburse class members and aggrieved
10 employees. It was estimated that 241,725 workweeks amounting to \$1,208,627 (241,725 * \$5 per
11 workweek) were subjected to potential 2802 Labor Code violations. Moreover, 49,916 pay periods
12 that could have been subjected to Labor Code violations amounting to \$4,991,600 in civil PAGA
13 penalties. Given the risk of litigation, Plaintiff assessed the settlement value of the 2802 Labor Code
14 claims at \$302,156.84 in damages and \$1,247,900 in civil penalties totaling \$1,550,056.84.
15 Defendant maintained reimbursement policies that would make it difficult to ultimately prove all
16 Labor Code violations.

17 **Private Attorney General Act Claims Evaluation**
18 **Total PAGA Exposure:**

19 44. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
20 penalties “based on the facts and circumstances of a particular case” when “to do otherwise would
21 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code §
22 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
23 employees suffered actual injury from the violations, whether the defendant was aware of the
24 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30
25 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also*
26 *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No.
27 ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For example,
28 during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the
amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or 0.21%**
of the maximum—and stated that this reduction was warranted because imposing the maximum

1 penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to
2 comply with meal period obligations and because the court found the violations were minimal.
3 *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced
4 award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the court reduced the
5 potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8
6 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203
7 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where
8 the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*,
9 No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court
10 decision denying any civil penalties where violations had been proven, remanding for the trial
11 court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day*
12 *Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012)
13 (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
14 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v.*
15 *Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec.
16 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after
17 rejecting numerous other PAGA claims).

18 45. Here, the total realistic PAGA penalties are estimated at \$4,732,750 in civil penalties that
19 are already included in the exposure analysis. Considering the issues, class claims, defenses, and
20 the risks of reduction, a \$24,000 settlement for a release of PAGA penalties while Defendants
21 paying more than \$2,400,000 in total value—is a fair and just result and furthers PAGA’s
22 objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action settlements,
23 courts have approved settlements where no allocation was made to PAGA claims. (*see, e.g.*
24 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse its
discretion in approving a settlement which does not allocate any damages to the PAGA claims.”)).

25 46. On August 16, 2023, I gave notice to the Labor and Workforce Development Agency of the
26 proposed settlement. A true and correct copy of that notice is attached hereto as **Exhibit B**.

27 47. On August 16, 2023, I extrapolated the cost and time sheet entries for this matter
28 maintained through my firm’s Legal Practice Management Software. My firm advanced all

1 itemized cost contained in the attached record and attached hereto as **Exhibit C** is a true and
2 correct copy of the record maintained on my practice management software for cost incurred.
3 Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice
4 management software for time entries regarding this case

5 48. My hourly rate is \$725. The other attorneys and staff whom worked on this matter are
6 comprised of Andrea Fernandez- Jackson whom is an 8-year California licensed attorney with a
7 billable rate of \$440 per hour which should be considered reasonable. Another attorney at my
8 office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney
9 with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba
10 whom is a paralegal with over five years of legal experience with a billable rate of \$145 which
11 should be considered reasonable. Attached hereto as **Exhibit E** is a true and correct copy of the
12 Laffey Fee Matrix.

13
14 I declare under penalty of perjury, under the laws of the State of California, that the foregoing
15 is true and correct.

16
17 Executed this 16th day of August 2023, in Irvine, California.

18
19 /s/ Armond M. Jackson
20 Armond M. Jackson
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar
No.280626
jcampbell@aegislawfirm.com
KRISTY CONNOLLY, State Bar No.328477
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

JACKSON, APC

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr., SBN 337704
afiler@jacksonapc.com
2 Venture Plaza, Ste. 240
Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

In re WATERMARK WAGE AND HOUR
CASES

Judicial Counsel Coordination Proceedings No.
JCCP 5176

Coordination Proceedings Special Title
(C.R.C. Rule 3.550)

Assigned for all Purposes to the Honorable
William Claster, Dept. CX104

Included Actions:

JOINT STIPULATION OF SETTLEMENT

*Daniel Carillo-Salazar v. Watermark Services IV,
LLC, et al.*

Orange County Superior Court
Case No. 30-2020-01126766-CU-OE-CXC

*Evanina Alaniz v. Watermark Retirement
Communities LLC, et al.,*
Los Angeles County Superior Court
Case No. 20STCV16386

*Katherine Greene v. Watermark Retirement
Properties, Inc., et al*
Monterey County Superior Court
Case No. 20CV002422

1 **UNITED EMPLOYEES LAW GROUP**

Walter Haines, State Bar No. 71075

2 5500 Bolsa Avenue, Suite 201

3 Huntington Beach, California 92649

4 Telephone: (562) 256-1047

Facsimile: (562) 256-1006

5 Attorneys for Plaintiffs Daniel Carillo-Salazar and Evanina Alaniz,
6 individually and on behalf of all others similarly situated

7 **JACKSON LEWIS P.C.**

Michael A. Hood, State Bar No. 71258

8 Michael.Hood@jacksonlewis.com

Kelli M. Dreger, State Bar No. 267404

9 Kelli.Dreger@jacksonlewis.com

200 Spectrum Center Drive, Suite 500

10 Irvine, California 92618

11 Telephone: (949) 885-1360

Facsimile: (949) 885-1380

12 Attorneys for Defendants Watermark Retirement Communities, LLC;
13 Watermark Retirement Communities, Inc. and Watermark Services IV, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of these Actions shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiffs Daniel Carillo-Salazar and
7 Evanina Alaniz (“Named Plaintiffs”) and the Class Members, on the one hand, and Defendants
8 Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; Watermark
9 Services IV, LLC (“Defendants”) and all of their respective entities, affiliate, subsidiaries, parent
10 corporations, *et al.* as set forth herein, on the other hand. Named Plaintiffs and Defendants
11 collectively are referred to in this Agreement as “the Parties.”

12 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and
13 concluded by agreement of Defendants to pay the settlement amount of Two Million Four Hundred
14 Thousand Dollars (\$2,400,000.00) as provided in Section 3.06(a) below (“Gross Settlement
15 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
16 herein, including but not limited to, a release of all claims by Named Plaintiffs and the Class Members
17 as set forth herein.

18 **ARTICLE I**

19 **DEFINITIONS**

20 Unless otherwise defined herein, the following terms used in this Agreement shall have the
21 meanings ascribed to them as set forth below:

22 a. “Actions” means the actions described as follows:

- 23 i. *Daniel Carillo-Salazar individually and on behalf of all others similarly*
24 *situated v. Watermark Services IV, LLC*, a Delaware corporation, *Watermark*
25 *Retirement Communities, Inc.*, an Arizona corporation, and DOES 1 through
26 50, inclusive, Case No. 30-2020-01126766-CU-OE-CXC, commenced on
27 January 27, 2020 in the Superior Court of the State of California, County of
28 Orange; and

1 ii. *Evanina Alaniz, individually and on behalf of all others similarly situated v.*
2 *Watermark Retirement Communities, LLC, Watermark Retirement*
3 *Communities, Inc., Watermark Services IV, LLC, and DOES 1 through 20,*
4 inclusive, Case No. 20STCV16386, commenced on April 29, 2020, in the
5 Superior Court of the State of California for the County of Los Angeles,
6 pending as coordinated cases captioned *Watermark Wage and Hour Cases*, in
7 the Orange County Superior Court, Judicial Counsel Coordination
8 Proceedings No. JCCP 5176.

9 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
10 Exhibit(s).

11 c. “Class” means all current and former non-exempt employees who are or were
12 employed by Defendants in California at any time during the Class Period.

13 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

14 JACKSON LAW, APC
15 Armond M. Jackson
16 2 Venture Plaza, Ste. 240
17 Irvine, CA 92618
18 Phone: (949) 281-6857
19 Fax: (949) 777-6218

20 AEGIS LAW FIRM, PC
21 Kashif Haque
22 Samuel A. Wong
23 Jessica L. Campbell
24 Kristy R. Connolly
25 9811 Irvine Center Drive, Suite 100
26 Irvine, California 92618
27 Telephone: (949) 379-6250
28 Facsimile: (949) 379-6251

 UNITED EMPLOYEES LAW GROUP
 Walter Haines
 5500 Bolsa Avenue, Suite 201
 Huntington Beach, California 92649
 Telephone: (562) 256-1047
 Facsimile: (562) 256-1006

 e. “Class List” means a list based on Defendants’ business records that identifies each
Class Member’s name, last known home or mailing address, Social Security number or, as

1 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
2 Workweeks worked during the Class Period.

3 f. “Class Member(s)” means all members of the Class.

4 g. “Class Period” means January 27, 2016 through May 31, 2022.

5 h. “Court” means the California Superior Court for the County of Orange, where the
6 Actions are currently pending.

7 i. “Date of Finality” means the later of the following: (1) the date the Final Order is
8 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
9 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; (3) if an appeal or other
10 judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days
11 after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final;
12 or (4) July 1, 2023

13 j. “Defendants” means Defendants Watermark Retirement Communities, LLC;
14 Watermark Retirement Communities, Inc.; and Watermark Services IV, LLC.

15 k. “Defense Counsel” means counsel for Defendant:

16 **JACKSON LEWIS P.C.**

17 Michael A. Hood, State Bar No. 71258

18 Kelli M. Dreger, State Bar No. 267404

19 200 Spectrum Center Drive, Suite 500

20 Irvine, California 92618

21 Telephone: (562) 885-1360

22 Facsimile: (562) 885-1380

23 l. “Disposition” means the method by which the Court approves the terms of the
24 Settlement and retains jurisdiction over its enforcement, implementation, construction,
25 administration, and interpretation.

26 m. “Final Order Approving Settlement of Class Actions” or “Final Order” means the
27 final formal court order signed by the Court following the Final Fairness and Approval Hearing in
28 accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Two Million Four Hundred Thousand Dollars
(\$2,400,000.00) to be paid by Defendants as provided by this Agreement to settle these Actions. All

1 payments to the Class, administration costs, attorney's fees and costs, and Enhancement Awards,
2 pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer's
3 share of payroll taxes arising from the payments made under this settlement shall be paid by
4 Defendants separate from and in addition to the Gross Settlement Amount. The Gross Settlement
5 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
6 Settlement Amount shall revert to Defendant.

7 o. "Incentive Awards" means a monetary amount of up to Ten Thousand Dollars
8 (\$10,000) for Plaintiff Daniel Carillo-Salazar and Five Thousand Dollars (\$5,000.00) for Plaintiff
9 Evanina Alaniz (\$15,000 total) subject to Court approval, in recognition of their effort and work in
10 prosecuting these Actions on behalf of Class Members, and for their general release of claims.

11 p. "Individual Settlement Payment(s)" means each Participating Class Member's
12 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
13 by the calculations provided in this Agreement.

14 q. "LWDA" means The State of California Labor and Workforce Development Agency.

15 r. "LWDA Payment" means 75% of the \$24,000 allocated to the settlement of PAGA
16 claims (or, \$18,000) which, subject to Court approval, will be paid to the LWDA pursuant to Section
17 3.07(e) of this Agreement, as provided for below.

18 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
19 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
20 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
21 to enter a Final Order in these Actions.

22 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion,
23 including any evidence as may be required for the Court to grant preliminary approval of the
24 Settlement as required by Rule 3.769 of the California Rules of Court.

25 u. "Named Plaintiffs" means Evanina Alaniz and Daniel Carillo-Salazar.

26 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
27 administration costs, Class Counsels' attorney's fees and costs, Enhancement Awards, and LWDA
28 Payment, pursuant to Section 3.07(a)-(f) below.

1 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
2 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
3 to Section 3.04(b) below.

4 x. “Notice Packet” means collectively and in a form substantially similar to, the Notice
5 of Class Action Settlement attached hereto as **Exhibit A**, the Dispute Form attached hereto as
6 **Exhibit B**, and the Objection Form attached hereto as **Exhibit C**, all subject to Court approval.

7 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
8 codified in California Labor Code §§ 2698 *et seq.*

9 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
10 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
11 agreed that the PAGA Settlement Amount is Twenty-Four Thousand Dollars (\$24,000), subject to
12 Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment,
13 and the remaining 25% will be distributed to PAGA Group Members.

14 aa. “PAGA Group Members” means all Class Members employed by Defendants at any
15 time between January 17, 2019 through May 31, 2022 (“PAGA Period”).

16 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
17 and validly exclude themselves from the Settlement and will therefore receive their share of the Net
18 Settlement Amount automatically without the need to return a claim form. Each Participating Class
19 Member will be paid his/her Individual Settlement Payment.

20 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
21 Settlement embodied in this Agreement.

22 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
23 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
24 Administrator for the benefit of Participating Class Members.

25 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
26 for Defendants as non-exempt employees during the Class Period.

27 ff. “Released Parties” means Defendants, including their parent corporation(s), direct or
28 indirect owners, affiliates (including, without limitation, Watermark Retirement Communities

Carmel, LLC), subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period.

gg. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

hh. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

ii. “Settlement Administrator” means ILYM Group, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Actions for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional

1 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of
2 Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this
3 Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of
4 certification of the Class with respect to all causes of action alleged in the Actions. Defendants do
5 not consent to certification of the Class for any purpose other than to effectuate settlement of the
6 Actions. If the Date of Finality does not occur, or if Disposition of these Actions are not effectuated,
7 any certification of the Class as to Defendants will be vacated and Named Plaintiffs, Defendants, and
8 the Class will be returned to their positions with respect to the Actions as if the Agreement had not
9 been entered into. In the event that the Date of Finality does not occur: (a) any Court orders
10 preliminarily or finally approving certification of any class contemplated by this Agreement shall be
11 null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the
12 fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the
13 certification of a Class under this Agreement, or that the Court preliminarily approved the
14 certification of the Class, shall not be used or cited thereafter by any person or entity, including in
15 any manner whatsoever, including without limitation any contested proceeding relating to the
16 certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null
17 and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose
18 whatsoever. Defendants expressly reserve the right to challenge the propriety of class certification in
19 the Actions for any purpose, if the Date of Finality does not occur.

20 The Parties and their respective counsel shall take all steps that may be requested by the Court
21 relating to the approval and implementation of this Agreement and shall otherwise use their
22 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
23 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
24 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
25 resolution, the Parties agree to seek the assistance of mediator Steve Rottman to resolve the dispute.

26 **ARTICLE III**

27 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

28 The procedure for obtaining Court approval of and implementing this Agreement shall be as

1 follows:

2 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

3 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
4 the Class to include all claims pled in the Actions based on the preliminary approval of this
5 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
6 “Preliminary Approval Date.”

7 **Section 3.02: The Settlement Administrator**

8 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
9 Settlement Administrator, including but not limited to distributing and responding to inquiries about
10 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
11 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
12 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
13 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to
14 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
15 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

16 All costs of administering the Settlement shall be paid to the Settlement Administrator from
17 the Gross Settlement Amount. Those include, but are not limited to all costs and fees associated
18 with:

- 19 • preparing, issuing and mailing any and all notices to Class Members and/or
20 Participating Class Members;
- 21 • computing, processing, reviewing, and mailing the Individual Settlement Payments;
- 22 • preparing any tax returns and any other filings required by any governmental taxing
23 authority or agency;
- 24 • preparing any other checks, notices, reports, or filings to be prepared in the course of
25 administering disbursements from the Net Settlement Amount;
- 26 • and any other costs and fees incurred and/or charged by the Settlement Administrator
27 in connection with the execution of its duties under this Agreement (“Settlement
28 Administration Costs”).

Section 3.03: Notice to Class Members

No later than ten (10) business days after the Preliminary Approval Date, Defendants will provide the Settlement Administrator with a “Class List” in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendants, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on LexisNexis or comparable databases based on set criteria and, if another address is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be

1 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
2 Individual Settlement Payments to all Participating Class Members.

3 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
4 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
5 status report provided to the Parties.

6 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
7 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
8 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
9 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
10 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
11 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
12 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
13 procedures set forth in Section 3.07(g) below.

14 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
15 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
16 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
17 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
18 exclusion and objections that the Settlement Administrator received.

19 **Section 3.04: Responses to Notice**

20 **a. Class Member Disputes**

21 If any Class Member disagrees with Defendants' records as to the number of their Qualifying
22 Workweeks during the Class Period or pay periods worked during the PAGA Period as reflected in
23 the Notice Packet, the Class Member shall set forth in writing the number of Qualifying Workweeks
24 and/or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and
25 submit such writing to the Settlement Administrator by the Response Deadline, along with any
26 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
27 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
28 the Class Member to challenge the employment data on which their Individual Settlement Payment

1 is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties
2 will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
3 Administrator will be the final arbiter of the Qualifying Workweeks and/or pay periods worked for
4 each Class Member during the Class Period and/or PAGA Period based on the information provided
5 to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or their authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later) (“Exclusion Request”).
12 The Notice Packet shall contain instructions on how to validly exclude himself or herself from the
13 Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion.
14 The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was
15 postmarked, shall be conclusively determined according to the records of the Settlement
16 Administrator. Any Class Member who timely and validly requests exclusion from the Class and this
17 Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms
18 and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

19 Any Class Member who fails to timely submit a valid request for exclusion shall
20 automatically be deemed a Class Member whose rights and claims with respect to the issues raised
21 in the Actions are determined by the Court’s Final Order Approving Settlement of Class Actions,
22 and by the other rulings in the Actions. Thus, said Class Member’s rights to pursue any claims
23 covered by the Actions and/or released in this Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written statement of the grounds of objection, signed by the objecting Class Member or their
2 attorney, along with all supporting papers. The Notice Packet shall contain an Objection Form
3 substantially in the form attached hereto as **Exhibit C**. The date of the initial mailing of the Notice
4 Packet, and the date the signed objection was postmarked, shall be conclusively determined
5 according to the records of the Settlement Administrator. The Settlement Administrator shall send
6 any objections it receives to Defense Counsel and Class Counsel within three (3) business days of
7 receipt. Class Members may also appear at the final approval hearing to object. The Court retains
8 final authority with respect to the consideration and admissibility of any Class Member objections.

9 **d. Encouragement of Class Members**

10 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
11 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
12 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
13 Class Members.

14 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

15 Defendants have estimated that there were 241,725.47 Qualifying Workweeks from January
16 27, 2016 through December 31, 2021. If the number of Qualifying Workweeks increases by 10% or
17 more, as of the end of the Class Period (May 31, 2022), there will be a pro rata adjustment to the Net
18 Settlement Amount by the same proportion as the increase (e.g., if the number of workweeks
19 increases by 11%, the Net Settlement Amount shall increase 1%). In the event this clause is triggered
20 on or before May 31, 2022, Defendants shall have the ability to shorten the Class Period, at their sole
21 discretion, at any point prior to preliminary approval to limit the number of workweeks to
22 241,725.47.

23 **f. Termination for Lack of Sufficient Participation**

24 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
25 the Class, Defendants will have the right, but not the obligation, to void the Agreement within
26 fourteen (14) days of the Response Deadline. If Defendants exercise that right to void the Agreement,
27 then the Parties will have no further obligations under the Agreement, including any obligation by
28 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been

owed under this Agreement, except that Defendants will be responsible for paying the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendants exercise the right to void the Agreement. Defendants will notify Class Counsel, in writing via email, if they decide to exercise this right to void the Agreement.

Section 3.05: Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Actions.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount in the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Enhancement Payments.

If the settlement achieves final approval, Defendants shall not be obligated to fund the settlement earlier than the later of (a) January 2, 2023 or (b) thirty (30) days after the Court signs the Final Order. Defendants shall transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment, and the Settlement Administration Costs.

1 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
2 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
3 to Participating Class Members, Class Counsel's attorneys' fees and costs, PAGA Settlement
4 Amount, the Incentive Awards, and employer and employee tax withholdings applicable to the Net
5 Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will
6 perform a search based on the National Change of Address Database to update and correct for any
7 known or identifiable address changes.

8 **b. Payment of Attorneys' Fees and Costs**

9 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eight
11 Hundred Thousand Dollars (\$800,000.00). In the same application for an fees, Class Counsel shall
12 submit an application for actual not to exceed Thirty Thousand Dollars (\$30,000.00). Such
13 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval
14 Hearing. Defendants shall not object to or oppose any such application in these amounts. Class
15 Counsel shall serve Defendants with copies of all documents submitted in support of their application
16 for an award of attorneys' fees and costs.

17 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
18 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
19 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
20 and expenses related to the investigation, prosecution, and settlement of the Actions incurred through
21 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
22 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
23 will be reallocated to the Net Settlement Amount.

24 **c. Payment of Settlement Administration Costs**

25 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
26 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
27 Twenty-Five Thousand Dollars (\$25,000.00).
28

1 **d. Payment of Enhancement Award to Named Plaintiffs**

2 Subject to Court approval, the Named Plaintiffs shall each receive an Enhancement Award
3 of up to Ten Thousand Dollars (\$10,000) for Plaintiff Daniel Carillo-Salazar and Five Thousand
4 (\$5,000) for Plaintiff Evanina Alaniz, (\$15,000 total) the request for which Defendants will not object
5 to or oppose. The Enhancement Awards shall be paid out of the Gross Settlement Amount and shall
6 not constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the
7 extent that the Court approves less than the amount of incentive award that Class Counsel request,
8 the difference between the requested and awarded amounts will be reallocated to the Net Settlement
9 Amount.

10 Because it is the intent of the Parties that the Enhancement Awards represent payment to
11 Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator
12 will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be
13 reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and
14 to the pertinent taxing authorities as required by law.

15 **e. Payment to the Labor and Workforce Development Agency**

16 In consideration of claims made under PAGA, Class Counsel will request that the Court
17 approve allocation of Twenty-Four Dollars (\$24,000) of the Gross Settlement Amount to these
18 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
19 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
20 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
21 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
22 The Court’s adjustment, if any, of the amount allocated to Named Plaintiffs’ PAGA claim in the
23 Actions, will not invalidate this Agreement.

24 **f. Payment of Individual Settlement Payments to Participating Class Members**

25 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
26 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
27 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
28 each Class Member. To calculate the amount each Class Member will receive based on their

1 individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number
2 of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro
3 rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's
4 approximate Individual Settlement Payment amount will be included in their Notice Packet. After
5 final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class
6 Members (those who did not exclude themselves) on a pro rata basis based on the individual
7 Qualifying Workweeks worked during the Class Period by each Participating Class Member.

8 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided
9 between all PAGA Group Members in proportion to the number of pay periods that each PAGA
10 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA
11 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement
12 Amount (or \$6,000) will be divided by the total number of pay periods worked by all PAGA Group
13 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded
14 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA
15 Settlement Payment Amount will be included in his or her Notice Packet. After final approval by the
16 Court, the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata
17 basis based on the number of pay periods worked during the PAGA Period by each PAGA Group
18 Member.

19 Each Individual Settlement Payment will represent wages and penalties allocated using the
20 following formula: 50% allocated to wages and 50% allocated to penalties and interest. The PAGA
21 Settlement Amount to be distributed to PAGA Group Members are to be considered 100% penalties.
22 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
23 employee's wages and all other authorized and required withholdings and shall be reported by W-2
24 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
25 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
26 withholdings other than the tax withholdings customarily made from employees' wages and shall be
27 reported by IRS 1099 forms.

1 No later than ten (10) business days after receiving the Gross Settlement Amount from
2 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
3 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
4 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
5 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
6 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
7 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
8 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
9 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
10 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
11 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

12 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
13 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
14 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
15 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
16 Settlement Administrator is unable to obtain a valid mailing address through this process, the
17 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
18 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

19 **g. No Credit Toward Benefit Plans.**

20 The Individual Settlement Payments made to Participating Class Members under this
21 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
22 calculate any additional benefits under any benefit plans to which any Class Members may be
23 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
24 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
25 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
26 Members may be entitled under any benefit plans.

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendants dispute the allegations in the Actions and disputes that, but for this Settlement, a
5 Class should not have been certified in the Actions. This Agreement is entered into solely for the
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendants.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
11 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
15 proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this
16 Agreement or for Defendants to establish that a Class Member has resolved any of their claims
17 released through this Agreement.

18 **Section 4.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged in
20 the Actions for the sole purpose of effectuating this Agreement. If the Court should for any reason
21 (a) fail to certify this Class for settlement, (b) fail to approve this Settlement, (c) fail to enter the
22 Final Order, (d) the Final Order is reversed, or declared or rendered void, or (e) fail to dispose of the
23 Actions in their entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
24 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
25 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
26 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
27 stipulate to class certification of all causes of action pled in the Actions as part of the Settlement will
28 have no bearing on, and will not be admissible in connection with, the issue of whether the Class

1 should be certified by the Court in a non-settlement context in this Actions or any other action, and
2 in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

3 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
4 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

5 **ARTICLE V**

6 **RELEASES**

7 **Section 5.01: Released Claims by Plaintiff and Settlement Class Members**

8 Other than the rights created by this Settlement Agreement upon the Effective Date, Plaintiffs
9 and each Settlement Class Member who has not provided a timely and valid Exclusion Request, shall
10 fully release and discharge the Released Parties from any and all claims, causes of action, disputes,
11 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, and
12 damages (including but not limited to liquidated, exemplary, punitive, and statutory damages),
13 whether suspected or unsuspected, contingent or accrued, known or unknown, that have been pled
14 or could have been pled based upon the factual allegations and issues set forth in the Actions, for any
15 acts occurring during the Class Period, including, claims for failure to pay minimum wages; failure
16 to pay overtime, double time or other premium pay; failure to provide meal periods; failure to provide
17 paid rest periods; failure to provide compliant pay stubs and itemized wage statements; failure to
18 timely pay wages to terminated and resigning employees; failure to maintain accurate records; failure
19 to properly pay all wages owed at the correct time; failure to include compliant notice of the employer
20 entity; claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5,
21 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and
22 their subparts, and applicable IWC Wage Orders; derivative claims for civil penalties under the Labor
23 Code Attorneys General Act of 2004, Labor Code sections 2698, et seq.; derivative claims for unfair,
24 unlawful, and fraudulent business practices under the California Business and Professions Code
25 sections 17200, et seq., and/or any other unfair competition law; any other state or federal statute,
26 rule, or regulation that could have been pled based upon the factual allegations and issues set forth
27 in the Actions; and all related remedies of any nature whatsoever, including claims for restitution and
28 other equitable relief, injunctive relief, statutory damages, liquidated damages, exemplary damages,

1 punitive damages, waiting-time penalties, statutory penalties, civil penalties, attorneys' fees, costs,
2 and expenses ("Released Claims").

3 **Section 5.02: Released Claims by PAGA Group Members**

4 Upon entry of final judgment, all Aggrieved Employees release all PAGA claims based on
5 any and all Labor Code violations released in section 5.01 which occurred during the PAGA Period
6 , regardless of whether PAGA Group Members opt out of the Class Settlement.

7 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

8 Upon the date of funding the GSA, Named Plaintiffs (on behalf of themselves, and any heirs,
9 successors or assigns) waive, release, acquit, and forever discharge Defendants, the Released Parties
10 and their parent corporations, direct and indirect owners, affiliates, subsidiaries, divisions,
11 predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees,
12 attorneys, officers, directors, and agents thereof, both individually and in their business capacities,
13 and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and
14 insurers of such plans and programs, both individually and in their business capacities from any and
15 all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from
16 Named Plaintiffs' employment with Defendants, whether known or unknown, which exist or may
17 exist as of the Parties' execution of this Agreement.

18 Section 1542 of the California Civil Code provides as follows:

19 ***"A general release does not extend to claims that the creditor or releasing***
20 ***party does not know or suspect to exist in his or her favor at the time of***
21 ***executing the release and that, if known by him or her, would have***
22 ***materially affected his or her settlement with the debtor or released party."***

23 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
24 release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement
25 Agreement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or
26 suspect to exist in their favor at the time of signing this Settlement Agreement and that this Settlement
27 Agreement contemplates the extinguishment of any such claims.

1 **ARTICLE VI**

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an express
5 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
6 and approved by the Court.

7 **Section 6.02: Assignment**

8 None of the rights, commitments, or obligations recognized under this Agreement may be
9 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
10 consent of each other Party and their respective counsel. The representations, warranties, covenants,
11 and agreements contained in this Agreement are for the sole benefit of the Parties under this
12 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

13 **Section 6.03: Governing Law**

14 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
15 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
16 of laws.

1 **Section 6.04: No Publicity**

2 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
3 the press, respond to any press inquiry or have any communication with the press about the fact,
4 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
5 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
6 identifies or that is suggestive of Defendants or the Released Parties (i.e., a manager of retirement
7 communities), including but not limited to any postings on any websites maintained by Class
8 Counsel. However, Class Counsel may identify this Settlement in court filings in other matters to
9 demonstrate their adequacy as counsel in connection with the prosecution or settlement of other class
10 actions. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations
11 to faithfully discharge their duties as Class Counsel, including but not limited to, communicating
12 with Class Members regarding the Settlement.

13 **Section 6.05: Entire Agreement**

14 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
15 contains the entire understanding of the Parties with respect to the subject matter contained herein.
16 In case of any conflict between text contained in Articles I through VI of this Agreement and text
17 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
18 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
19 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
20 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
21 supersedes all prior agreements and understandings among the Parties with respect to the settlement
22 of the Actions, including correspondence between Class Counsel and Defense Counsel and drafts of
23 prior agreements or proposals.

24 **Section 6.06: Waiver of Compliance**

25 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
26 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
27 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
28 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.07: Counterparts and Fax/PDF Signatures**

4 This Agreement, and any amendments hereto, may be executed in any number of counterparts
5 and any Party and/or their respective counsel may execute any such counterpart, each of which when
6 executed and delivered shall be deemed to be an original. All counterparts taken together shall
7 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
8 signature.

9 **Section 6.08: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
13 to submitting such disputes to the Court.

14 **Section 6.09: Agreement Binding on Successors**

15 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
16 of each of the Parties.

17 **Section 6.10: Cooperation in Drafting**

18 The Parties have cooperated in the negotiation and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
20 was the drafter or participated in the drafting of this Agreement.

21 **Section 6.11: Fair and Reasonable Settlement**

22 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
23 the Actions and have arrived at this Agreement through arm's-length negotiation and in the context
24 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
25 further believe that the Settlement is and is consistent with public policy, and fully complies with
26 applicable law.

1 **Section 6.12: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for
3 convenience of reference only and does not constitute a part of this Agreement and shall not be
4 considered in interpreting this Agreement.

5 **Section 6.13: Notice**

6 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
7 communications under this Agreement must be in writing and addressed as follows:

8 *To Named Plaintiffs and the Class:*

9 Armond M. Jackson
10 JACKSON LAW, APC
11 2 Venture Plaza, Ste. 240
12 Irvine, CA 92618
13 Phone: (949) 281-6857
14 Fax: (949) 777-6218

15 Kashif Haque
16 Samuel A. Wong
17 Jessica L. Campbell
18 Kristy Connolly
19 AEGIS LAW FIRM, PC
20 9811 Irvine Center Drive, Suite 100
21 Irvine, California 92618
22 Telephone: (949) 379-6250
23 Facsimile: (949) 379-6251

24 Walter Haines
25 UNITED EMPLOYEES LAW GROUP
26 5500 Bolsa Avenue, Suite 201
27 Huntington Beach, California 92649
28 Telephone: (562) 256-1047
 Facsimile: (562) 256-1006

 And

To Defendants:

 Michael A. Hood
 Kelli M. Dreger
 JACKSON LEWIS P.C.
 200 Spectrum Center Drive, Suite 500
 Irvine, California 92618
 Telephone: (949) 885-1360
 Facsimile: (949) 885-1380

1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions or the
5 liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Actions and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement.

9 **Section 6.15: Mutual Full Cooperation**

10 The Parties agree fully to cooperate with each other to accomplish the terms of this
11 Agreement, including but not limited to the execution of such documents, and the taking of such
12 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
13 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
14 terms. In the event the Parties are unable to reach agreement on the form or content of any document
15 needed to implement the Settlement, or on any supplemental provisions that may become necessary
16 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of mediator Steve
17 Rottman or the Court.

18 **Section 6.16: Authorization to Act**

19 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
20 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
21 required to effectuate the terms of this Agreement, except for signing documents, including but not
22 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
23 represent and warrant that the individual executing this Agreement on its behalf has the full right,
24 power, and authority to enter into this Agreement and to carry out the transactions contemplated
25 herein.

26 **Section 6.17: No Reliance on Representations**

27 The Parties have made such investigation of the facts and the law pertaining to the matters
28 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,

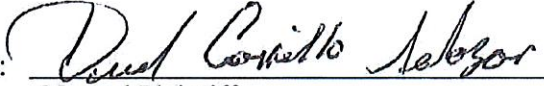
1 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
2 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
3 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
4 to any other matters. No representations, warranties, or inducements, except as expressly set forth
5 herein, have been made to any party concerning this Agreement.

6 **EXECUTION BY PARTIES AND COUNSEL**

7 The Parties and their counsel hereby execute this Agreement.

8
9
10 Dated: 2/28/2023

DANIEL CARILLO-SALAZAR

11 By: 
12 Named Plaintiff

13
14
15 Dated: _____

EVANINA ALANIZ

16 By: _____
17 Named Plaintiff

18
19 Dated: _____
20 February 28, 2023

WATERMARK RETIREMENT
COMMUNITIES, LLC; WATERMARK
21 RETIREMENT COMMUNITIES, INC.;
WATERMARK SERVICES IV, LLC

22 By: 
(Signature)

23 David Barnes

24 (Printed Name)

25 Authorized Signatory

26 (Title)

1 **APPROVED AS TO FORM ONLY:**

2
3
4 Dated: _____

AEGIS LAW FIRM, PC

5
6 By: _____

7 Kashif Haque
8 Jessica L. Campbell
9 Kristy Connolly

10 Attorneys for Named Plaintiffs Evanina Alaniz

11 Dated: _____
12 February 28, 2023

JACKSON LAW, APC

13 By: 
14 Armond M. Jackson

15 Attorneys for Plaintiff Daniel Carillo-Salazar

16
17 Dated: _____
18 February 28, 2023

JACKSON LEWIS PC

19 By: 
20 Michael A. Hood
21 Kelli M. Dreger

22 Attorneys for Defendants Watermark
23 Retirement Communities, Inc.; Watermark
24 Retirement Communities, LLC and Watermark
25 Services IV, LLC

on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

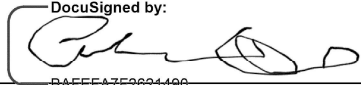
Dated: _____

DANIEL CARILLO-SALAZAR

By: _____
Named Plaintiff

Dated: 2/28/2023 | 9:48 PM PST

EVANINA ALANIZ

By:  _____
Named Plaintiff

Dated: _____

WATERMARK RETIREMENT
COMMUNITIES, LLC; WATERMARK
RETIREMENT COMMUNITIES, INC.;
WATERMARK SERVICES IV, LLC

By: _____
(Signature)

(Printed Name)

(Title)

1 **APPROVED AS TO FORM ONLY:**

2

3

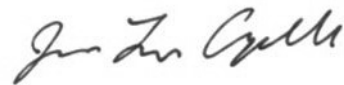
Dated: 3/1/2023

4

5

AEGIS LAW FIRM, PC

6

By: 

7

Kashif Haque

Jessica L. Campbell

Kristy Connolly

8

Attorneys for Named Plaintiffs Evanina Alaniz

9

10

11 Dated:

12

JACKSON LAW, APC

13

By: _____

Armond M. Jackson

14

Attorneys for Plaintiff Daniel Carillo-Salazar

15

16

17

Dated:

18

JACKSON LEWIS PC

19

By: _____

Michael A. Hood

Kelli M. Dreger

21

Attorneys for Defendants Watermark Retirement Communities, Inc.; Watermark Retirement Communities, LLC and Watermark Services IV, LLC

22

23

24

25

4853-6869-1244, v. 1

26

27

28

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**CARILLO-SALAZAR V. WATERMARK SERVICES IV, LLC ET AL
WAGE AND HOUR CASES, CASE NO. JCCP 5176**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY WATERMARK SERVICES IV, LLC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING JANUARY 27, 2016 AND ENDING ON MAY 31, 2022, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiffs Daniel Carillo-Salazar and Evanina Alaniz (“Plaintiffs”), on behalf of themselves and the below-defined Class Members, and Defendants Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; Watermark Services IV, LLC. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay all minimum wages; (2) failed to pay overtime wages; (3) failed to provide required rest breaks; (4) failed to provide required meal breaks; (5) failed to furnish accurate itemized wage statements; (6) failed to pay all wages due to discharged and quitting employees; (7) failed to timely pay wages during employment; (8) engaged in unfair business practices. Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiffs’ claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from January 27, 2016 to May 31, 2022 as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from January 17, 2019 to May 31, 2022.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal

	claims as the ones in the Action for the period beginning on January 27, 2016 to May 31, 2022. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on January 27, 2016 to May 31, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendants in California as non-exempt employees (“Class Members”) during the period beginning on January 27, 2016 to May 31, 2022 (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as coordinated cases captioned *Watermark Wage and Hour Cases*, Case No. JCCP 5176 and is pending in the Superior Court of California for the County of Orange (the “Action”). Daniel Carillo-Salazar and Evanina Alaniz are Plaintiffs, and the companies they

sued, Defendants Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; Watermark Services IV, LLC., are the Defendants.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiffs are former non-exempt employees of Defendants. They allege that Defendants did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiffs alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendants deny that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiffs and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiffs and Defendants believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Daniel Carillo-Salazar and Evanina Alaniz) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable William Claster issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on January 27 2016 to May 31, 2022 as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from January 17, 2019 to May 31, 2022 as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendants’ policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendants deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Million, Four Hundred Thousand Dollars (\$2,400,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$800,000.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$30,000.00), a Class Representative Service Award to Plaintiff Daniel Carillo-Salazar in the amount of (\$10,000) and to Plaintiff Evanina Alaniz in the amount of (\$5,000) for their services, the PAGA Settlement Amount (i.e., a payment of Eighteen Thousand Dollars (\$18,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Six Thousand Dollars (\$6,000.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, **ILYM Group, Inc.** (estimated not to exceed \$25,000.00), which will result in a maximum amount payable by Defendants for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendants' share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendants as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 50% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 50% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the

Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendants in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Twenty-Four Thousand Dollars (\$24,000.00). Eighteen Thousand Dollars (\$18,000.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Six Thousand Dollars (\$6,000.00) shall be distributed to PAGA Group Members as their PAGA Payment. The "PAGA Period" is the period of time from January 17, 2019 through May 31, 2022. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendants shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Six Thousand Dollars (\$6,000.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Pay Periods" means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendants as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$[REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$[REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendants' records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendants, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to provide accurate itemized wage statements (6) failure to pay all wages due upon separation of employment (7) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims against Defendants, including their parent corporation(s), direct or indirect owners, affiliates (including, without limitation, Watermark Retirement Communities Carmel, LLC), subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period (the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendants make payment to the Settlement Administrator. Defendants shall fund the settlement no earlier than the later of (a) January 2, 2023 or (b) thirty (30) days after the Court signs the Final Order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON LAW, APC
Armond M. Jackson
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel: 949-379-6250
kconnolly@aegislawfirm.com

UNITED EMPLOYEES LAW GROUP
Walter Haines
5500 Bolsa Avenue, Suite 201
Huntington Beach, California 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$800,000) plus actual litigation costs and expenses (not to exceed \$30,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendants also agree to pay, as part of the Maximum Settlement Amount, up to Ten Thousand Dollars (\$10,000.00) to Plaintiff Daniel Carillo-Salazar and Five Thousand Dollars (\$5,000.00) to Plaintiff Evanina Alaniz as Enhancement Awards for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Eighteen Thousand Dollars (\$18,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twenty-Five Thousand Dollars (\$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be

available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection (“Objection Form”). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court’s Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don’t have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX104 of the **Orange County Superior Court, located at 751 W. Santa Ana, Blvd, Santa Ana, California 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required.

Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Danial Carillo-Salazar and Evanina Alaniz's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana, Blvd, Santa Ana, California 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

4874-5935-4924, v. 2

EXHIBIT B

**CARILLO-SALAZAR V. WATERMARK SERVICES IV, LLC ET AL.,
WATERMARK WAGE AND HOUR CASES, CASE NO. JCCP 5176**

DISPUTE FORM

The records from Defendants Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; Watermark Services IV, LLC, indicate that you were employed as a non-exempt employee for **INSERT** workweeks during the Class Period of January 27, 2016 through May 31, 2022. Based on your total number of workweeks, your estimated Individual Settlement Payment is **\$INSERT**. Defendants' records also indicate that you were employed as a non-exempt employee for **INSERT** pay period during the PAGA Period of January 17, 2019 through May 31, 2022. Based on your total number of pay periods worked, your estimated PAGA Settlement Amount payment is **\$INSERT**.

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail this Dispute Form to the address below along with any supporting documentation evidencing the correct number of workweeks and/or pay periods worked by you for Defendants. The Settlement Administrator will make its determination after considering the records and any documentation you provide.

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Dispute Forms must be postmarked or fax stamped no later than . Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator]

Re: *Daniel Carillo-Salazar et al. v.
Watermark Services IV, LLC et al.*

[Address]

[City, State, Zip]

[Telephone Number; Fax Number]

EXHIBIT C

**CARILLO-SALAZAR V. WATERMARK SERVICES IV, LLC ET AL.,
WATERMARK WAGE AND HOUR CASES, CASE NO. JCCP 5176**

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE [REDACTED].

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Daniel Carillo-Salazar et al. v. Watermark Services IV, LLC et al.*, Settlement on the following grounds:

(Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than [REDACTED]. Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator] Re: <i>Daniel Carillo-Salazar et al. v.</i> <i>Watermark Services IV, LLC et al.</i> [Address]

[City, State, Zip]
[Telephone Number; Fax Number]

EXHIBIT B

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Daniel Carillo-Salazar
32233 Paseo Carolina
San Juan Capistrano CA 92675

Invoice Number: 545
Invoice Date: 8/16/2023
Terms: 30

Due Date: **9/15/2023**
Amount Due: **\$21,647.94**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
01/17/20	Mailed out PAGA Notice			1	0.50	1	0.50
01/17/20	PAGA Filing Fee			1	75.00	1	75.00
01/17/20	Certified Mail Receipts			5	7.00	1	35.00
01/28/20	One Legal Invoice 12243928			1	1,447.20	1	1,447.20
02/04/20	Mailed out: Request Personnel Records and Preservation letters			1	0.65	1	0.65
03/25/20	Mailed out: Letter of noncompliance			1	0.65	1	0.65
04/22/20	One Legal Invoice 12353992			1	9.95	1	9.95
04/30/20	Janney and Janney Invoice 3527991-02			1	205.00	1	205.00
04/30/20	Certified Mail Receipts-			2	4.75	1	9.50
06/09/20	One Legal Invoice 12393355			1	12.20	1	12.20

06/22/20	Janney and Janney 3527991-01	1	90.00	1	90.00
08/18/20	One Legal Invoice 12496725	1	9.95	1	9.95
12/10/20	One Legal Invoice 12672690	1	12.20	1	12.20
12/10/20	Steve Rottman: Mediation services	1	9,000.00	1	9,000.00
04/05/21	Steven Rottman Second Mediation Payment.	1	9,000.00	1	9,000.00
06/22/21	One Legal Invoice 13040954	1	14.25	1	14.25
08/26/21	Court Call ID 10801812 Hearing: Case Management Conference	1	94.00	1	94.00
08/27/21	Mailed Out: x4 Opp	1	7.75	1	7.75
03/22/22	Expert Invoice	1	1,200.00	1	1,200.00
04/20/22	One Legal Invoice_13665231	1	14.75	1	14.75
04/22/22	Order ID CIVIL45995054	1	15.00	1	15.00
07/13/22	One Legal Invoice_13848153	1	12.50	1	12.50
08/03/22	One Legal Invoice_13894467	1	12.50	1	12.50
08/05/22	CIVIL47931793	1	7.50	1	7.50
09/13/22	Filed Second Amended PAGA Notice	1	29.04	1	29.04
10/03/22	One Legal Invoice 14033784	1	14.75	1	14.75
11/22/22	One Legal Invoice 14151132	1	40.75	1	40.75
11/22/22	One Legal Invoice_14152299	1	20.75	1	20.75
12/05/22	One Legal Invoice_14172879	1	82.75	1	82.75
12/05/22	Civil Docs Authorized Payment	1	30.00	1	30.00
01/05/23	OC Civil Doc Authorization - 050365	1	7.50	1	7.50
03/02/23	One Legal Invoice 14374230	1	23.20	1	23.20
03/13/23	One Legal Invoice 14401435	1	15.20	1	15.20

03/28/23	One Legal Invoice 14442212	1	15.20	1	15.20
08/16/23	One Legal (Filing Fee for Final Approval Motion)	1	82.75	1	82.75
					\$21,647.94

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$21,647.94
Amount Paid:	(\$0.00)
Amount Due:	\$21,647.94

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Daniel Carillo-Salazar
32233 Paseo Carolina
San Juan Capistrano CA 92675

Invoice Number: 546
Invoice Date: 8/16/2023
Terms: 30

Due Date: **9/15/2023**
Amount Due: **\$476,562.00**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
11/19/19	Telephone conference with the client regarding claims.	Armond Jackson			725.00	1.20	870.00
11/21/19	Follow-up with client re: telephone call with client re: worksite, related entities and prior claims.	Armond Jackson			725.00	0.70	507.50
11/21/19	Phone conferences re: potential witnesses regarding managers.	Armond Jackson			725.00	0.80	580.00
11/25/19	Researched public records regarding overlapping officers in Defendant entities with regard to a single enterprise.	Armond Jackson			725.00	1.30	942.50
12/02/19	Phone conference with client re: minimum wage claims.	Armond Jackson			725.00	0.40	290.00
12/02/19	Researched di minimus issue re: minimum wage claims.	Armond Jackson			725.00	1.80	1,305.00
12/03/19	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class	Armond Jackson			725.00	3.20	2,320.00

Certification Elements,
Including Adequacy,
Typicality, Superiority,
and Commonality.

12/04/19	Researched the defendant's size and operations.	Armond Jackson	725.00	1.60	1,160.00
12/05/19	Researched case theory, for class claims.	Armond Jackson	725.00	3.10	2,247.50
12/09/19	Drafted outline for complaint.	Armond Jackson	725.00	1.70	1,232.50
12/13/19	Researched PAGA standing issue	Armond Jackson	725.00	1.30	942.50
01/09/20	Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members	Andrea Fernandez	515.00	3.20	1,648.00
01/13/20	Entity Analysis re: the job sites, managers, linkedin profile and business profile.	Andrea Fernandez	515.00	3.90	2,008.50
01/16/20	Analyzed re: claims	Armond Jackson	725.00	1.00	725.00
01/17/20	Drafted Complaint.	Armond Jackson	725.00	6.80	4,930.00
01/17/20	Drafted PAGA Complaint.	Armond Jackson	725.00	3.20	2,320.00
01/17/20	Submitted PAGA Notice to LWDA.	Armond Jackson	725.00	0.50	362.50
01/22/20	Researched Agent for Service of Process and processed service requests.	Armond Jackson	725.00	0.60	435.00
01/23/20	Pre-Lawsuit Investigation of Potential Damages Exposure of Defendant with Respect to the Damages Sustained by Plaintiff and the Putative Class Members	Armond Jackson	725.00	3.20	2,320.00

02/04/20	Requested personnel records.	Armond Jackson	725.00	0.50	362.50
02/25/20	Reviewed CMC Order.	Armond Jackson	725.00	0.80	580.00
02/27/20	Reviewed process service issues.	Armond Jackson	725.00	0.20	145.00
03/19/20	Reviewed letters of noncompliance re: personnel records requests.	Armond Jackson	725.00	0.30	217.50
04/02/20	Confirmed upcoming calendar events.	Armond Jackson	725.00	0.20	145.00
04/03/20	Drafted memorandum re: judge assignment.	Armond Jackson	725.00	1.10	797.50
04/15/20	Reviewed confirmation of serving case documents.	Armond Jackson	725.00	0.30	217.50
04/16/20	Drafted First Amended Complaint.	Armond Jackson	725.00	6.30	4,567.50
04/17/20	Reviewed service re of Watermark Retirement Communities.	Armond Jackson	725.00	0.30	217.50
04/20/20	Revised Complaint.	Armond Jackson	725.00	2.60	1,885.00
04/20/20	Researched on-premises meal break issues and asked follow-up questions with client.	Armond Jackson	725.00	0.50	362.50
04/20/20	DRafted questionnaire for the client to fill in for follow-up questions.	Armond Jackson	725.00	0.30	217.50
04/20/20	Reviewed and analyzed answers re: follow-up questions.	Armond Jackson	725.00	0.50	362.50
04/22/20	Drafted Initial Case Management Statement for initial hearing.	Armond Jackson	725.00	1.50	1,087.50
04/22/20	Reviewed calendar event re: CMC.	Armond Jackson	725.00	0.20	145.00
04/22/20	Reviewed email exchange re: process service orders and third-	Armond Jackson	725.00	0.50	362.50

party service agent.

04/23/20	Reviewed email notification of process service orders re: serving case initiations documents on Defendants.	Armond Jackson	725.00	0.20	145.00
04/29/20	Analyzed regarding next steps for litigation.	Armond Jackson	725.00	0.30	217.50
05/05/20	Reviewed court filing notification.	Armond Jackson	725.00	0.20	145.00
05/26/20	Reviewed Notice of Hearing Order.	Armond Jackson	725.00	0.50	362.50
05/28/20	Reviewed Answer from FAC.	Armond Jackson	725.00	0.50	362.50
05/28/20	Reviewed proof of service on Watermark Services IV.	Armond Jackson	725.00	0.20	145.00
06/01/20	Drafted Person Most Knowledgeable Deposition.	Armond Jackson	725.00	2.10	1,522.50
06/02/20	Revised Person Most Knowledgeable deposition.	Armond Jackson	725.00	2.30	1,667.50
06/04/20	Reviewed Answer and affirmative defenses re: demurrer.	Armond Jackson	725.00	4.30	3,117.50
06/09/20	Drafted and revised Amended Summons for Amended Complaint.	Armond Jackson	725.00	0.40	290.00
06/19/20	Reviewed and processed Proof of Service for serving the complaint.	Armond Jackson	725.00	0.40	290.00
06/22/20	Reviewed email re: link to proof of service document.	Armond Jackson	725.00	0.20	145.00
07/14/20	Reviewed email re: answer to Complaint.	Armond Jackson	725.00	0.20	145.00
07/21/20	Calendared last day to file joint statement.	Armond Jackson	725.00	0.20	145.00

07/24/20	Reviewed calendar notification re: joint statement.	Armond Jackson	725.00	0.20	145.00
08/04/20	Spoke to the client re:case update.	Armond Jackson	725.00	0.30	217.50
08/10/20	Reviewed calendaring notification re: Status Conference.	Armond Jackson	725.00	0.20	145.00
08/12/20	Drafted Joint Case Management Statement.	Armond Jackson	725.00	1.20	870.00
08/13/20	Sent an email attaching a notice of hearing and Case Management Statement to opposing counsel.	Armond Jackson	725.00	0.30	217.50
08/13/20	Read email from opposing counsel re: the proposed joint order.	Armond Jackson	725.00	0.20	145.00
08/13/20	Responded to opposing counsel re: joint report.	Armond Jackson	725.00	0.20	145.00
08/18/20	Reviewed revision from Defendant re: joint statement.	Armond Jackson	725.00	0.60	435.00
08/18/20	Reviewed email from opposing counsel re: joint statement.	Armond Jackson	725.00	0.20	145.00
08/18/20	Reviewed email re: service of case management conference statement.	Armond Jackson	725.00	0.20	145.00
08/24/20	Prepared for and attended Initial Status Conference via courtcall	Armond Jackson	725.00	0.30	217.50
09/03/20	Created certification outline on wage claims.	Andrea Fernandez	515.00	4.90	2,523.50
09/04/20	Researched recent certification rulings on off-the-clock work claims.	Armond Jackson	725.00	3.80	2,755.00
09/07/20	Drafted discovery outline and schedule for purposes of certification.	Andrea Fernandez	515.00	4.30	2,214.50

09/08/20	Drafted discovery re: special interrogatory for Watermark Community.	Armond Jackson	725.00	1.10	797.50
09/08/20	Drafted discovery re: request for production of documents for Watermark Community.	Armond Jackson	725.00	1.90	1,377.50
09/08/20	Drafted discovery re: special interrogatory for Watermark Community Inc.	Armond Jackson	725.00	1.10	797.50
09/08/20	Drafted discovery re: request for production for Watermark Community Inc.	Armond Jackson	725.00	0.70	507.50
09/08/20	Drafted discovery re: special interrogatory for Watermark IV.	Armond Jackson	725.00	0.90	652.50
09/08/20	Drafted discovery re: request for production for Watermark Community Inc.	Armond Jackson	725.00	0.90	652.50
09/09/20	Reviewed Notice of Related Case.	Armond Jackson	725.00	0.20	145.00
09/09/20	Reviewed docket on the Alaniz v. Watermark Retirement-related case.	Armond Jackson	725.00	2.10	1,522.50
09/09/20	Reviewed complaint and claims filed in the related Alaniz v. Watermark Retirement case.	Armond Jackson	725.00	2.10	1,522.50
10/02/20	analyzed case regarding completing firm systems	Armond Jackson	725.00	0.30	217.50
10/09/20	analyzed case regarding completing firm systems	Armond Jackson	725.00	0.30	217.50
10/12/20	Met and conferred w/ defense counsel re: discovery and sampling	Armond Jackson	725.00	0.20	145.00
10/13/20	Drafted special interrogatories set two.	Armond Jackson	725.00	2.90	2,102.50
10/14/20	Drafted request for production of documents, set two.	Armond Jackson	725.00	3.10	2,247.50

10/20/20	Drafted protective order.	Armond Jackson	725.00	0.80	580.00
11/17/20	Read and responded to email from opposing counsel.	Armond Jackson	725.00	0.20	145.00
12/02/20	Reviewed email and discovery responses and mediator schedule	Armond Jackson	725.00	0.70	507.50
12/07/20	Sent email to opposing counsel re: discovery	Armond Jackson	725.00	0.20	145.00
12/10/20	Drafted joint statement.	Armond Jackson	725.00	1.40	1,015.00
12/10/20	Reviewed responses concerning Watermark's response to Plaintiff's request for production.	Armond Jackson	725.00	1.30	942.50
12/10/20	Created chronology for document production date stamped as 1-45.	Armond Jackson	725.00	0.90	652.50
12/10/20	Reviewed policy inventory report re: telephone use, glove use, handwashing, and other policies etc..	Armond Jackson	725.00	1.40	1,015.00
12/10/20	Reviewed Human Resources Associate Handbook.	Armond Jackson	725.00	2.50	1,812.50
12/11/20	Reviewed Hours and Work and Scheduling Policy.	Armond Jackson	725.00	2.30	1,667.50
12/11/20	Reviewed Associate Classifications policy.	Armond Jackson	725.00	1.10	797.50
12/11/20	Reviewed, chronologized, and outlined Defendant's Timekeeping Practices.	Armond Jackson	725.00	2.10	1,522.50
12/14/20	Reviewed Disciplinary Procedures re: policies.	Armond Jackson	725.00	1.90	1,377.50
12/14/20	Reviewed Defendants' Overtime Pay Procedures.	Armond Jackson	725.00	0.80	580.00
12/14/20	Reviewed Defendant's Payroll Procedures at Termination Policies.	Armond Jackson	725.00	1.40	1,015.00

12/14/20	Reviewed Defendants Do It Daily Policies	Armond Jackson	725.00	1.30	942.50
12/21/20	Cataloged class list and termination data for class members.	Armond Jackson	725.00	3.20	2,320.00
12/22/20	Cataloged class list and termination data for class members.	Armond Jackson	725.00	2.10	1,522.50
12/28/20	Drafted email re: meet and confer correspondence.	Armond Jackson	725.00	0.30	217.50
12/28/20	Cataloged class list and termination data for class members.	Armond Jackson	725.00	2.30	1,667.50
12/30/20	Read and responded to opposing counsel's email.	Armond Jackson	725.00	0.10	72.50
12/30/20	Read and responded to email from oc re: discovery.	Armond Jackson	725.00	0.30	217.50
12/30/20	Drafted email re: discovery	Armond Jackson	725.00	0.30	217.50
12/30/20	Cataloged class list and termination data for class members.	Armond Jackson	725.00	2.40	1,740.00
12/30/20	Drafted email re: proposal for IDC.	Armond Jackson	725.00	0.70	507.50
12/30/20	Read email response from opposing counsel re: IDC request.	Armond Jackson	725.00	0.90	652.50
12/30/20	Drafted email re: IDC and motion to compel request.	Armond Jackson	725.00	0.80	580.00
12/30/20	Read email from opposing counsel re: IDC and mediation.	Armond Jackson	725.00	0.20	145.00
12/30/20	Drafted email re: IDC request and request for January 2021 dates.	Armond Jackson	725.00	0.50	362.50
12/30/20	Read email response from opposing counsel.	Armond Jackson	725.00	0.20	145.00
12/30/20	Drafted follow-up email re: IDC.	Armond Jackson	725.00	0.50	362.50

12/30/20	Read email from opposing counsel re: IDC.	Armond Jackson	725.00	0.20	145.00
01/04/21	Spoke to OC re: stipulation and production.	Armond Jackson	725.00	0.20	145.00
01/05/21	analyze next regards steps	Armond Jackson	725.00	0.20	145.00
01/05/21	Cataloged class list and termination data for class members.	Armond Jackson	725.00	3.10	2,247.50
01/06/21	Reviewed document production produced, policies and correspondence Then drafted stipulation.	Armond Jackson	725.00	3.30	2,392.50
01/07/21	Cataloged class list and termination data for class members.	Armond Jackson	725.00	2.50	1,812.50
01/11/21	Met and conferred w/ JS re: discovery motions	Armond Jackson	725.00	0.40	290.00
01/11/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	2.30	1,667.50
01/12/21	Developed rubric for class damages evaluation.	Armond Jackson	725.00	4.10	2,972.50
01/14/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	2.30	1,667.50
01/15/21	Drafted email re: discovery issues	Armond Jackson	725.00	0.20	145.00
01/15/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	2.30	1,667.50
01/19/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	3.20	2,320.00
01/21/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	3.10	2,247.50
01/22/21	Reviewed Associate Handbook, drafted outline of handbook.	Armond Jackson	725.00	3.40	2,465.00

01/22/21	Reviewed email from opposing counsel re: meet and confer letter.	Armond Jackson	725.00	0.20	145.00
01/26/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	3.10	2,247.50
02/02/21	Read and reviewed email from opposing counsel and responded	Armond Jackson	725.00	0.30	217.50
02/03/21	Formatted Motion docs	Yesenia Villalba	145.00	0.50	72.50
02/03/21	analyze next regarding steps	Armond Jackson	725.00	0.20	145.00
02/03/21	Drafted motion to compel for special interrogatories.	Armond Jackson	725.00	5.40	3,915.00
02/03/21	Responded to email re: meet and confer response and compliance with CCP 2031.280.	Armond Jackson	725.00	0.40	290.00
02/04/21	Drafted contemplated motion to compel for requests for production of documents.	Armond Jackson	725.00	6.20	4,495.00
02/05/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	3.10	2,247.50
02/08/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	2.30	1,667.50
02/08/21	Read email responding to meet and confer letter.	Armond Jackson	725.00	0.20	145.00
02/12/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	2.30	1,667.50
02/12/21	Cataloged class list, categorized data, and configured rates.	Armond Jackson	725.00	3.40	2,465.00
02/16/21	Drafted and sent email to opposing counsel requesting an extension to file a motion to compel.	Armond Jackson	725.00	0.20	145.00

02/16/21	Read email re: request for extension on motion to compel.	Armond Jackson	725.00	0.20	145.00
02/18/21	Read Defendant's supplemental response.	Armond Jackson	725.00	0.50	362.50
02/18/21	Read email re: supplemental response.	Armond Jackson	725.00	0.20	145.00
04/15/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1-450)	Armond Jackson	725.00	3.60	2,610.00
04/16/21	Evaluated data cells, shift counts and premium wage penalties (Cells 451-675).	Armond Jackson	725.00	3.20	2,320.00
04/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 676-929)	Armond Jackson	725.00	3.90	2,827.50
04/23/21	Evaluated data cells, shift counts and premium wage penalties. (cells 930-1123)	Armond Jackson	725.00	3.10	2,247.50
04/28/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1124-1298)	Armond Jackson	725.00	3.10	2,247.50
05/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1299-1467)	Armond Jackson	725.00	3.10	2,247.50
05/05/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1468-1774)	Armond Jackson	725.00	2.90	2,102.50
05/06/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1775-1981)	Armond Jackson	725.00	2.80	2,030.00
05/10/21	Evaluated data cells, shift counts and premium wage penalties. (cells 1982-2135)	Armond Jackson	725.00	3.20	2,320.00
05/12/21	Evaluated data cells, shift counts and premium wage penalties. (cells 2136-2245)	Armond Jackson	725.00	2.90	2,102.50

05/17/21	Evaluated data cells, shift counts and premium wage penalties. (cells 2246-2467)	Armond Jackson	725.00	3.10	2,247.50
05/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 2468-2679)	Armond Jackson	725.00	3.40	2,465.00
05/25/21	Evaluated data cells, shift counts and premium wage penalties. (cells 2680-2925)	Armond Jackson	725.00	3.90	2,827.50
05/28/21	Evaluated data cells, shift counts and premium wage penalties. (cells 2926-3127)	Armond Jackson	725.00	2.70	1,957.50
05/31/21	Drafted mediation brief.	Armond Jackson	725.00	7.20	5,220.00
05/31/21	Evaluated data cells, shift counts and premium wage penalties. (cells 3128-3331)	Armond Jackson	725.00	2.90	2,102.50
06/01/21	Drafted mediation brief.	Armond Jackson	725.00	4.70	3,407.50
06/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 3332-3531)	Armond Jackson	725.00	3.90	2,827.50
06/08/21	Evaluated data cells, shift counts and premium wage penalties. (cells 3532-3831)	Armond Jackson	725.00	3.10	2,247.50
06/14/21	Evaluated data cells, shift counts and premium wage penalties. (cells 3832-4170)	Armond Jackson	725.00	3.90	2,827.50
06/17/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4171-4347)	Armond Jackson	725.00	3.50	2,537.50
06/21/21	Drafted RFP motion.	Armond Jackson	725.00	1.60	1,160.00
06/21/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4348-4578)	Armond Jackson	725.00	2.70	1,957.50

06/23/21	Reviewed minute order re: continuance.	Armond Jackson	725.00	0.40	290.00
06/24/21	Please file and serve Statement	Armond Jackson	725.00	1.20	870.00
06/25/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4579-4821)	Armond Jackson	725.00	3.10	2,247.50
06/28/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4579-4671)	Armond Jackson	725.00	3.60	2,610.00
07/02/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4672-4876)	Armond Jackson	725.00	3.10	2,247.50
07/06/21	Evaluated data cells, shift counts and premium wage penalties. (cells 4877-5102)	Armond Jackson	725.00	2.80	2,030.00
07/08/21	Evaluated data cells, shift counts and premium wage penalties. (cells 5102-5355)	Armond Jackson	725.00	2.20	1,595.00
07/12/21	Evaluated data cells, shift counts and premium wage penalties. (cells 5356-5587)	Armond Jackson	725.00	3.10	2,247.50
07/15/21	Evaluated data cells, shift counts and premium wage penalties. (cells 5588-5769)	Armond Jackson	725.00	2.30	1,667.50
07/16/21	Evaluated data cells, shift counts and premium wage penalties. (cells 5770-5923)	Armond Jackson	725.00	3.10	2,247.50
07/19/21	Read email from opposing counsel re: request for extension to serve discovery.	Armond Jackson	725.00	0.20	145.00
07/19/21	Responded to email re: discovery extension.	Armond Jackson	725.00	0.20	145.00
07/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 5924-6231)	Armond Jackson	725.00	3.90	2,827.50

07/22/21	Evaluated data cells, shift counts and premium wage penalties. (cells 6232-6451)	Armond Jackson	725.00	2.90	2,102.50
07/26/21	Evaluated data cells, shift counts and premium wage penalties. (cells 6452-6731)	Armond Jackson	725.00	2.80	2,030.00
07/29/21	Evaluated data cells, shift counts and premium wage penalties. (cells 6732-6905)	Armond Jackson	725.00	3.10	2,247.50
08/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 6906-7203)	Armond Jackson	725.00	2.60	1,885.00
08/06/21	Evaluated data cells, shift counts and premium wage penalties. (cells 7204-7453)	Armond Jackson	725.00	2.80	2,030.00
08/09/21	Reviewed email re: the discovery extension.	Armond Jackson	725.00	0.20	145.00
08/10/21	Responded to email from opposing counsel re: discovery extension.	Armond Jackson	725.00	0.20	145.00
08/10/21	Evaluated data cells, shift counts and premium wage penalties. (cells 7454-7753)	Armond Jackson	725.00	3.10	2,247.50
08/13/21	Evaluated data cells, shift counts and premium wage penalties. (cells 7754-7987)	Armond Jackson	725.00	3.10	2,247.50
08/16/21	Evaluated data cells, shift counts and premium wage penalties. (cells 7988-8234)	Armond Jackson	725.00	3.10	2,247.50
08/18/21	Evaluated data cells, shift counts and premium wage penalties. (cells 8235-8534)	Armond Jackson	725.00	2.60	1,885.00
08/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 8535-8824)	Armond Jackson	725.00	3.90	2,827.50
08/24/21	Evaluated data cells, shift counts and premium	Armond Jackson	725.00	3.10	2,247.50

wage penalties. (cells
8825-9102)

08/26/21	Evaluated data cells, shift counts and premium wage penalties. (cells 9103-9302)	Armond Jackson	725.00	3.20	2,320.00
08/26/21	Researched claims and updated dockets in related actions in preparation for response to motion re: coordination.	Armond Jackson	725.00	4.10	2,972.50
08/27/21	Drafted response to motion for coordination	Armond Jackson	725.00	6.70	4,857.50
08/27/21	Evaluated data cells, shift counts and premium wage penalties. (cells 9303-9603)	Armond Jackson	725.00	2.90	2,102.50
08/27/21	Reviewed coordination dockets.	Armond Jackson	725.00	1.90	1,377.50
08/27/21	Reviewed Alaniz LWDA letter and compared Carlillo LWDA letter.	Armond Jackson	725.00	3.40	2,465.00
08/31/21	Evaluated data cells, shift counts and premium wage penalties. (cells 9604-9902)	Armond Jackson	725.00	3.10	2,247.50
09/02/21	Evaluated data cells, shift counts and premium wage penalties. (cells 9903-10121)	Armond Jackson	725.00	2.90	2,102.50
09/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 10121-12281)	Armond Jackson	725.00	2.90	2,102.50
09/07/21	Evaluated data cells, shift counts and premium wage penalties. (cells 12282-12581)	Armond Jackson	725.00	2.10	1,522.50
09/09/21	Evaluated data cells, shift counts and premium wage penalties. (cells 12582-12891)	Armond Jackson	725.00	3.10	2,247.50
09/09/21	Read and researched Defendant's response to the petitioner's motion	Armond Jackson	725.00	0.30	217.50

for coordination.

09/10/21	Attended hearing.	Armond Jackson	725.00	0.80	580.00
09/10/21	Reviewed tentative ruling re: coordination motion.	Armond Jackson	725.00	0.40	290.00
09/13/21	Evaluated data cells, shift counts and premium wage penalties. (cells 12892-13021)	Armond Jackson	725.00	3.10	2,247.50
09/15/21	Evaluated data cells, shift counts and premium wage penalties. (cells 13022-13311)	Armond Jackson	725.00	2.40	1,740.00
09/16/21	Evaluated data cells, shift counts and premium wage penalties. (cells 13312-13565)	Armond Jackson	725.00	3.40	2,465.00
09/17/21	Evaluated data cells, shift counts and premium wage penalties. (cells 13566-13821)	Armond Jackson	725.00	3.40	2,465.00
09/21/21	Evaluated data cells, shift counts and premium wage penalties. (cells 13822-14223)	Armond Jackson	725.00	2.70	1,957.50
09/23/21	Evaluated data cells, shift counts and premium wage penalties. (cells 14224-14627)	Armond Jackson	725.00	3.80	2,755.00
09/24/21	Evaluated data cells, shift counts and premium wage penalties. (cells 14628-14891)	Armond Jackson	725.00	2.10	1,522.50
09/27/21	Evaluated data cells, shift counts and premium wage penalties. (cells 14892-15231)	Armond Jackson	725.00	3.90	2,827.50
09/29/21	Evaluated data cells, shift counts and premium wage penalties. (cells 15232-15543)	Armond Jackson	725.00	3.10	2,247.50
09/30/21	Evaluated data cells, shift counts and premium wage penalties. (cells 15544-15821)	Armond Jackson	725.00	3.10	2,247.50

10/04/21	Evaluated data cells, shift counts and premium wage penalties. (cells 15822-16122)	Armond Jackson	725.00	2.20	1,595.00
10/06/21	Evaluated data cells, shift counts and premium wage penalties. (cells 16126-16321)	Armond Jackson	725.00	3.10	2,247.50
10/08/21	Evaluated data cells, shift counts and premium wage penalties. (cells 16322-16551)	Armond Jackson	725.00	3.90	2,827.50
10/11/21	Evaluated data cells, shift counts and premium wage penalties. (cells 16552-16821)	Armond Jackson	725.00	2.70	1,957.50
10/12/21	Reviewed correspondence.	Armond Jackson	725.00	0.20	145.00
10/13/21	Evaluated data cells, shift counts and premium wage penalties. (cells 16822-17031)	Armond Jackson	725.00	2.90	2,102.50
10/14/21	Evaluated data cells, shift counts and premium wage penalties. (cells 17032-17331)	Armond Jackson	725.00	2.90	2,102.50
10/18/21	Evaluated data cells, shift counts and premium wage penalties. (cells 17332-17532)	Armond Jackson	725.00	2.90	2,102.50
10/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 17533-17821)	Armond Jackson	725.00	2.70	1,957.50
10/21/21	Evaluated data cells, shift counts and premium wage penalties. (cells 17822-18221)	Armond Jackson	725.00	2.90	2,102.50
10/25/21	Drafted email re: request for data.	Armond Jackson	725.00	0.20	145.00
10/25/21	Drafted email to opposing counsel re: discovery extension.	Armond Jackson	725.00	0.20	145.00
10/25/21	Read email from opposing counsel re: conference call.	Armond Jackson	725.00	0.20	145.00

10/25/21	Confirmed conference call with opposing counsel.	Armond Jackson	725.00	0.20	145.00
10/25/21	Drafted a follow-up email re: data.	Armond Jackson	725.00	0.30	217.50
10/25/21	Evaluated data cells, shift counts and premium wage penalties. (cells 18222-18432)	Armond Jackson	725.00	3.10	2,247.50
10/27/21	Evaluated data cells, shift counts and premium wage penalties. (cells 18433-18672)	Armond Jackson	725.00	3.20	2,320.00
10/29/21	Evaluated data cells, shift counts and premium wage penalties. (cells 18673-18913)	Armond Jackson	725.00	3.10	2,247.50
11/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 18914-19223)	Armond Jackson	725.00	3.40	2,465.00
11/05/21	Evaluated data cells, shift counts and premium wage penalties. (cells 19224-19523)	Armond Jackson	725.00	3.10	2,247.50
11/09/21	Evaluated data cells, shift counts and premium wage penalties. (cells 19524-19801)	Armond Jackson	725.00	2.60	1,885.00
11/11/21	Evaluated data cells, shift counts and premium wage penalties. (cells 19801-20193)	Armond Jackson	725.00	3.10	2,247.50
11/12/21	Evaluated data cells, shift counts and premium wage penalties. (cells 20194-20402)	Armond Jackson	725.00	3.10	2,247.50
11/15/21	Evaluated data cells, shift counts and premium wage penalties. (cells 20403-20672)	Armond Jackson	725.00	2.80	2,030.00
11/17/21	Evaluated data cells, shift counts and premium wage penalties. (cells 20673-20876)	Armond Jackson	725.00	3.20	2,320.00
11/19/21	Evaluated data cells, shift counts and premium	Armond Jackson	725.00	3.20	2,320.00

wage penalties. (cells
20877-21101)

11/22/21	Evaluated data cells, shift counts and premium wage penalties. (cells 21102-21451)	Armond Jackson	725.00	3.70	2,682.50
11/24/21	Evaluated data cells, shift counts and premium wage penalties. (cells 21452-21781)	Armond Jackson	725.00	3.40	2,465.00
11/29/21	Drafted email re: data request.	Armond Jackson	725.00	0.40	290.00
11/29/21	Evaluated data cells, shift counts and premium wage penalties. (cells 21782-21951)	Armond Jackson	725.00	3.20	2,320.00
11/30/21	Reviewed email from oc.	Armond Jackson	725.00	0.20	145.00
11/30/21	Evaluated data cells, shift counts and premium wage penalties. (cells 21952-22105)	Armond Jackson	725.00	3.40	2,465.00
12/03/21	Evaluated data cells, shift counts and premium wage penalties. (cells 22106-22425)	Armond Jackson	725.00	3.10	2,247.50
12/06/21	Evaluated data cells, shift counts and premium wage penalties. (cells 22426-22781)	Armond Jackson	725.00	2.90	2,102.50
12/06/21	Researched law re: certifiability on off-the-clock work claims and prior certification cases for similar claims.	Andrea Fernandez	515.00	4.10	2,111.50
12/08/21	Evaluated data cells, shift counts and premium wage penalties. (cells 22782-23019)	Armond Jackson	725.00	3.10	2,247.50
12/10/21	Evaluated data cells, shift counts and premium wage penalties. (cells 23020-23301)	Armond Jackson	725.00	3.40	2,465.00
12/13/21	Evaluated data cells, shift counts and premium wage penalties. (cells 23302-23627)	Armond Jackson	725.00	3.10	2,247.50

12/14/21	Drafted email re: mediation to respective plaintiffs counsels	Armond Jackson	725.00	0.50	362.50
12/14/21	Reviewed responses to Watermark special interrogatories.	Armond Jackson	725.00	1.10	797.50
12/15/21	Evaluated data cells, shift counts and premium wage penalties. (cells 23628-23913)	Armond Jackson	725.00	2.90	2,102.50
12/15/21	Researched law re: wages upon termination claims.	Andrea Fernandez	515.00	4.10	2,111.50
12/16/21	Researched law re: wage state claims applicable to the class claims.	Andrea Fernandez	515.00	4.20	2,163.00
12/17/21	Drafted email re: data rubric analysis.	Armond Jackson	725.00	0.50	362.50
12/17/21	Evaluated data cells, shift counts and premium wage penalties. (cells 23914-24209)	Armond Jackson	725.00	3.20	2,320.00
12/17/21	Reviewed policies to include in the mediation brief.	Andrea Fernandez	515.00	4.40	2,266.00
12/20/21	Evaluated data cells, shift counts and premium wage penalties. (cells 24210-24541)	Armond Jackson	725.00	2.90	2,102.50
12/20/21	Drafted mediation brief outline.	Armond Jackson	725.00	3.20	2,320.00
12/21/21	Spoke to co-counsel re: case.	Armond Jackson	725.00	0.30	217.50
12/21/21	Reviewed and revised outline for mediation brief.	Andrea Fernandez	515.00	3.20	1,648.00
12/22/21	Researched law re: certification on off-duty work claims.	Andrea Fernandez	515.00	5.50	2,832.50
12/22/21	Researched law re: certification on meal break claims.	Armond Jackson	725.00	3.90	2,827.50
12/23/21	Drafted initial draft of the mediation brief.	Armond Jackson	725.00	3.40	2,465.00

12/27/21	Reviewed and revised mediation brief.	Andrea Fernandez	515.00	5.10	2,626.50
12/29/21	Finalized mediation brief.	Armond Jackson	725.00	3.20	2,320.00
01/04/22	Prepared for and attended mediation.	Armond Jackson	725.00	9.00	6,525.00
01/04/22	Participate in mediation	Anthony Filer	250.00	6.90	1,725.00
01/04/22	Prepared for mediation	Anthony Filer	250.00	0.60	150.00
01/04/22	Prepared for and participated in mediation.	Armond Jackson	725.00	9.20	6,670.00
01/04/22	Prepared for and participated in mediation.	Andrea Fernandez	515.00	8.20	4,223.00
01/05/22	Met and conferred with YV re: settlement.	Armond Jackson	725.00	0.20	145.00
01/10/22	Reviewed minute order re: joint statement.	Armond Jackson	725.00	0.20	145.00
01/19/22	Prepared for and spoke to AG counsel.	Armond Jackson	725.00	0.20	145.00
01/21/22	Prepared for and spoke to counsel	Armond Jackson	725.00	0.20	145.00
02/07/22	Reviewed and finalized settlement agreement and forwarded to defense.	Armond Jackson	725.00	0.30	217.50
02/16/22	Read and reviewed minute order re: coordination.	Armond Jackson	725.00	0.20	145.00
02/16/22	Read Order re: coordination.	Armond Jackson	725.00	0.40	290.00
03/07/22	Review and revised MOU	Armond Jackson	725.00	0.70	507.50
04/13/22	Review court webstite and client docs for Joint Statement. Waiting	Yesenia Villalba	145.00	0.30	43.50

for AJ's response

04/15/22	Drafted notice and objection forms	Armond Jackson	725.00	1.70	1,232.50
04/15/22	Reviewed settlement agreement	Armond Jackson	725.00	1.20	870.00
04/19/22	Reviewed revisions on joint statement.	Armond Jackson	725.00	0.20	145.00
04/20/22	Reviewed and read minute order re: joint statement.	Armond Jackson	725.00	0.20	145.00
05/11/22	Work on preliminary approval motion	Anthony Filer	250.00	1.10	275.00
05/12/22	Cont. initial draft of motion for preliminary approval	Anthony Filer	250.00	1.50	375.00
05/13/22	Cont. motion for preliminary approval	Anthony Filer	250.00	2.10	525.00
05/16/22	Complete initial draft of Preliminary Approval Motion	Anthony Filer	250.00	0.60	150.00
05/27/22	Reviewed revised complaint accepted changes	Anthony Filer	250.00	1.40	350.00
05/27/22	Drafted motion for preliminary approval.	Armond Jackson	725.00	5.70	4,132.50
05/31/22	Continued drafted motion for preliminary approval.	Armond Jackson	725.00	4.70	3,407.50
06/01/22	Continue review of revisions, edit	Anthony Filer	250.00	0.90	225.00
06/06/22	Read and responded to email re: class settlement agreement.	Armond Jackson	725.00	0.20	145.00
06/22/22	Drafted Joint Statement.	Armond Jackson	725.00	0.50	362.50
07/19/22	Reviewed settlement agreement.	Armond Jackson	725.00	2.00	1,450.00

07/20/22	Revised settlement agreement and class notice. Reviewed bid from ILYM to include in agreement and notice	Armond Jackson	725.00	0.40	290.00
07/20/22	Further revision to SA	Armond Jackson	725.00	0.50	362.50
07/20/22	Reviewed email from opposing counsel and responded thereto	Armond Jackson	725.00	0.20	145.00
07/20/22	Revised settlement agreement, revised notice documents and objection form.	Armond Jackson	725.00	1.10	797.50
07/26/22	Joint Statement	Yesenia Villalba	145.00	0.50	72.50
07/28/22	Reviewed joint statement	Anthony Filer	250.00	0.10	25.00
08/01/22	Drafted and revised settlement agreement	Armond Jackson	725.00	1.10	797.50
08/02/22	Drafted Joint Statement.	Armond Jackson	725.00	0.40	290.00
08/03/22	call client and got signature for settlement	Yesenia Villalba	145.00	0.20	29.00
08/03/22	Finalized and packaged settlement documents and forwarded to all counsels.	Armond Jackson	725.00	0.40	290.00
08/04/22	Read and reviewed minute order re: continuance.	Armond Jackson	725.00	0.20	145.00
08/09/22	Downloaded Biscom link to provide executed settlement agreement	Armond Jackson	725.00	0.20	145.00
08/29/22	Drafted preliminary approval motion	Armond Jackson	725.00	6.10	4,422.50

09/07/22	Finalized preliminary approval motion.	Armond Jackson	725.00	7.20	5,220.00
09/08/22	Revised preliminary approval papers.	Armond Jackson	725.00	3.10	2,247.50
09/09/22	Compiled documents to prepare for approval filing.	Armond Jackson	725.00	0.50	362.50
09/09/22	Spoke to opposing counsel re: case status.	Armond Jackson	725.00	0.50	362.50
09/13/22	Spoke to client re: ongoing settlement procedures.	Armond Jackson	725.00	0.30	217.50
09/13/22	Read email from opposing counsel.	Armond Jackson	725.00	0.40	290.00
09/28/22	Updated joint statement/checked court website	Yesenia Villalba	145.00	0.30	43.50
09/30/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.80	200.00
10/03/22	Sent email to co-counsel re: approval motion	Armond Jackson	725.00	0.20	145.00
10/03/22	Reviewed and revised joint statement.	Armond Jackson	725.00	0.30	217.50
10/03/22	Reviewed drafted Joint Statement	Anthony Filer	250.00	0.40	100.00
10/05/22	Read and reviewed minute order re: continuance.	Armond Jackson	725.00	0.20	145.00
10/21/22	Drafted stipulation to file SAC.	Armond Jackson	725.00	0.70	507.50
10/25/22	Provided email update to co-counsel. Crafted preliminary approval motion timeline	Armond Jackson	725.00	0.50	362.50
11/15/22	Followed up with opposing counsel on stipulation to amend.	Armond Jackson	725.00	0.20	145.00

11/15/22	Followed up with opposing counsel on stipulation to amend.	Armond Jackson	725.00	0.10	72.50
11/18/22	Sent follow-up email to opposing counsel re: approval motion. Continued finalizing preliminary approval motion and collateral documents.	Armond Jackson	725.00	2.70	1,957.50
11/21/22	Revised and processed stipulation for filing of second amended complaint.	Armond Jackson	725.00	0.90	652.50
11/22/22	Reviewed proposed order and filed and served second amended complaint.	Armond Jackson	725.00	0.40	290.00
11/22/22	Reviewed proposed order and filed and served second amended complaint.	Armond Jackson	725.00	0.10	72.50
11/22/22	Drafted email to opposing counsel re: settlement documents.	Armond Jackson	725.00	0.70	507.50
11/23/22	Spoke to co-counsel re: case.	Armond Jackson	725.00	0.30	217.50
11/23/22	Finalized pa motion.	Armond Jackson	725.00	0.50	362.50
11/25/22	Finalized pa motion.	Armond Jackson	725.00	4.50	3,262.50
12/01/22	Drafted and finalized preliminary approval motion.	Armond Jackson	725.00	0.60	435.00
12/01/22	Proofread declaration on preliminary approval motion.	Armond Jackson	725.00	4.20	3,045.00
12/06/22	Read email re: opposing counsels contemplated leave and stipulation to continue Status Conference.	Armond Jackson	725.00	0.20	145.00
12/19/22	Read Notice of Order and attached exhibits to order re: coordination.	Armond Jackson	725.00	0.60	435.00

01/13/23	Read and evaluated preliminary approval tentative ruling.	Armond Jackson	725.00	1.10	797.50
02/13/23	Reviewed supplemental tentative papers.	Armond Jackson	725.00	0.20	145.00
02/22/23	Follow up re: Joint Statement	Anthony Filer	250.00	0.40	100.00
02/23/23	Joint Status Report	Yesenia Villalba	145.00	0.10	14.50
02/28/23	Drafted supplemental declaration to file with motion for preliminary approval.	Armond Jackson	725.00	2.70	1,957.50
03/01/23	Review Joint Stipulation of Settlement	Anthony Filer	250.00	0.10	25.00
03/01/23	Review Joint Stipulation of Settlement	Anthony Filer	250.00	0.30	75.00
03/01/23	Finalized supplemental declaration.	Armond Jackson	725.00	2.20	1,595.00
03/09/23	Review tentative ruling	Anthony Filer	250.00	0.10	25.00
03/09/23	Review revised proposed order granting preliminary approval of class settlement	Anthony Filer	250.00	0.10	25.00
03/09/23	Reviewed tentative ruling on the motion for preliminary approval.	Armond Jackson	725.00	0.20	145.00
03/10/23	Prepared for and attended preliminary approval hearing.	Armond Jackson	725.00	0.30	217.50
03/10/23	Review Minute Order	Anthony Filer	250.00	0.10	25.00
03/21/23	Revised Proposed Order	Armond Jackson	725.00	0.20	145.00
03/21/23	Review Revised proposed order re: MFA	Anthony Filer	250.00	0.10	25.00
03/22/23	Review order granting approval of class action settlement	Anthony Filer	250.00	0.10	25.00

04/05/23	Review emails re: Notice of Settlement	Anthony Filer	250.00	0.10	25.00
04/24/23	Sent an email to opposing counsel re: class data to be submitted to the administrator.	Armond Jackson	725.00	0.20	145.00
05/12/23	Reviewed email from claims administrator re: workweeks	Armond Jackson	725.00	0.20	145.00
05/12/23	Reviewed settlement agreement and responded to email from claims administrator re: workweeks.	Armond Jackson	725.00	0.40	290.00
05/17/23	Sent email to defense counsel re: approval of the calculations.	Armond Jackson	725.00	0.20	145.00
05/23/23	Drafted Notice of Rulings	Yesenia Villalba	145.00	1.00	145.00
06/09/23	Reviewed notice documents and approved notice procedures.	Armond Jackson	725.00	0.20	145.00
06/13/23	Emailed settlement administrator re: notice documents.	Armond Jackson	725.00	0.20	145.00
07/07/23	Emailed administrator re: weekly report.	Armond Jackson	725.00	0.20	145.00
07/07/23	Reviewed weekly status report.	Armond Jackson	725.00	0.30	217.50
07/11/23	Drafted Final Approval Motion	Anthony Filer	250.00	0.30	75.00
07/12/23	Drafted Final Approval Motion	Anthony Filer	250.00	0.40	100.00
07/12/23	Cont. drafting MFA	Anthony Filer	250.00	1.80	450.00
07/18/23	Reviewed weekly status report.	Armond Jackson	725.00	0.30	217.50
07/31/23	Reviewed weekly status report.	Armond Jackson	725.00	0.30	217.50
08/02/23	Review emails re: MFA declarations	Anthony Filer	250.00	0.10	25.00

08/07/23	Continued drafting final approval motion.	Armond Jackson	725.00	2.80	2,030.00
08/08/23	Continued drafting final approval motion.	Armond Jackson	725.00	6.30	4,567.50
08/14/23	Proofread memorandum and declaration of A. Jackson re: final approval motion.	Armond Jackson	725.00	5.10	3,697.50
08/15/23	Review emails re: MFA	Anthony Filer	250.00	0.10	25.00
08/15/23	Drafted and revised proposed order for MFA.	Armond Jackson	725.00	1.70	1,232.50
08/16/23	Review emails re: MFA	Anthony Filer	250.00	0.40	100.00
08/16/23	Read declaration re: claims administration and requested name of opt-out.	Armond Jackson	725.00	0.80	580.00
08/16/23	Reviewed declaration of claims administrator re: MFA.	Armond Jackson	725.00	0.40	290.00
					\$476,562.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$476,562.00
Amount Paid:	(\$0.00)
Amount Due:	\$476,562.00

EXHIBIT E

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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