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8 Attorneys for Plaintiff Cristina Dennis, on behalf of herself and all "aggrieved employees"
pursuant to Labor Code § 2698 et seq.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**

12 CRISTINA DENNIS, on behalf of
13 herself and all "aggrieved employees"
pursuant to Labor Code § 2698 et seq.,

14 Plaintiffs,

15 v.

16
17 PARKER PALM SPRINGS, LLC, a
18 Delaware limited liability corporation,
and DOES 1 through 10, inclusive,

19 Defendants.
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CASE NO: PSC2002340

Assigned to Hon. Sunshine Sykes, Dept. 6

**DECLARATION OF DANIEL F.
GAINES IN SUPPORT OF MOTION
FOR AN ORDER AND JUDGMENT
APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, AWARDED
ATTORNEYS' FEES, COSTS,
GENERAL RELEASE PAYMENT, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES**

Date: August 25, 2021

Time: 8:30 a.m.

Dept.: 6

Reservation ID #: 517075065933

Complaint Filed: June 5, 2020

1 I, DANIEL F. GAINES, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California.
3 I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Cristina Dennis
4 ("Plaintiff") in this action. I have personal knowledge of the facts set forth herein and if called
5 as a witness to testify to them, could and would do so competently.

6 **Plaintiff Dennis' Counsel's Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I
10 was a member of the editorial board of the Virginia Tax Review. I was also the recipient of
11 the Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I
12 focused my studies on tax and real estate. I earned my JD and became a member of the
13 California Bar in 2007.

14 4. Since becoming a member of the Bar, I have practiced law with my father,
15 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis
16 in business, real estate, and employment disputes like this one. Over 75% of my practice is
17 devoted to complex employment litigation similar to the instant action.

18 5. My firm has represented employees in complex employment matters such as
19 this one, with an emphasis in wage and hour issues. I have participated in and have been
20 certified as counsel in dozens of class and representative action matters since my admission
21 to the Bar. A list of cases in which I have been appointed as class and/or representative
22 counsel is attached hereto as **Exhibit A**.

23 6. Based on my years of experience and my own independent investigation and
24 evaluation, I am of the opinion that the recovery here for each Aggrieved Employee and the
25 State of California is on very fair, reasonable, and adequate terms. I am familiar with
26 representative action settlements involving employment wage and hour claims similar to those
27

1 at issue in this lawsuit. Based on my extensive experience, I am of the opinion that the
2 settlement reached here is on very fair and favorable terms.

3 7. Based on my experience, I believe that I have a strong understanding of the
4 trends in the value of settlements in these types of cases. My opinion takes into consideration
5 the amounts received in other similar representative actions, the risks inherent in litigation of
6 this genre, and the reasonable tailoring of each aggrieved employee's claim to the amounts
7 received. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and
8 adequate and is in the best interests of the aggrieved employees and the State of California.

9 **Background and Procedural History:**

10 8. Defendant operates the Parker Palm Springs, a boutique hotel in Palm Springs,
11 California.

12 9. Defendant employed Plaintiff from December 2019 through February 2020 as
13 a non-exempt hourly-paid bartender.

14 10. The Aggrieved Employees are all individuals employed by Defendant in
15 California as non-exempt hourly employees during the Settlement Period.

16 11. Plaintiff asserts a single claim under PAGA—that Defendant failed to provide
17 rest periods, or compensation in lieu thereof, failed to provide complete and accurate wage
18 statements, and failed to timely pay premium wages upon termination to Plaintiff and
19 Aggrieved Employees.

20 12. Plaintiff seeks civil penalties pursuant to PAGA for Defendant's alleged Labor
21 Code violations.

22 13. On March 23, 2020, pursuant to Labor Code § 2699.3, Plaintiff gave written
23 notice by online filing with the LWDA and by certified mail, return receipt requested, to
24 Defendant of the specific provisions of the Labor Code alleged to have been violated,
25 including the facts and theories to support the alleged violation. A true and correct copy of
26 the notice is attached hereto at **Exhibit B**.

14. On June 5, 2020, and after the LWDA declined to take action within the statutorily permissible time with respect to Plaintiff's March 23, 2020 letter, Plaintiff filed her representative action complaint.

15. Plaintiff submitted the Settlement Agreement, this Motion, and all supporting documents to the LWDA via online upload on July 13, 2021 concurrently with the filing of this Motion. A true and correct copy of the receipt is attached hereto as **Exhibit C**.

Plaintiff's Counsel's Diligence In Advance of, and In Connection With, Settlement
Negotiations:

16. My office engaged in targeted, informal discovery of Defendant's alleged Labor Code violations, evaluating the strength and value of the PAGA claims in preparation for a resolution of this Action.

17. My firm obtained and reviewed multiple documents, including (i) Plaintiff's employee file, time cards, and wage statements, (ii) policy documents relating to the employment of Plaintiff and other Aggrieved Employees, (iii) time cards and pay records of a sample of Aggrieved Employees; and (iv) data relating to the number of alleged violations and the value of the recoverable penalties.

18. Based on the information received, as well as through discussions with Defendant's Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the Settlement Period. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

19. Based on my firm's experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted, and the amount of data that was obtained, was sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement.

20. On April 8, 2021, the Parties participated in a Zoom mediation session with respected mediator Todd A. Smith, Esq. During the mediation, the parties engaged in arm's-length negotiations that successfully resulted in a resolution of the PAGA claim asserted in the action.

21. The Parties jointly prepared and executed the Settlement Agreement. Attached hereto as **Exhibit D** is a true and correct copy of the Parties' Settlement Agreement.

The Settlement is Fair, Reasonable and Adequate:

22. The Settlement is the result of extensive, arms-length negotiations. The Settlement for each Aggrieved Employee is fair, reasonable, and adequate given the inherent risks of litigation.

23. Fairness of the Settlement is demonstrated by the uncertainty and risks to the named Plaintiffs and the Aggrieved Employees in not prevailing on the cause of action or theories alleged in the Complaint or the Court imposing a reduced penalty award under PAGA. The Settlement takes these risks into account.

24. The Settlement is a good compromise for the damages of absent aggrieved employees and the State of California.

25. Prosecution of this case resulted in tangible benefits for the Settlement Aggrieved Employees in the following respects: (1) By this Settlement, Aggrieved Employees will receive their recoveries in a prompt manner as opposed to waiting additional time for the same, or possibly a worse, result; (2) The State of California and Aggrieved Employees will receive a substantial (and guaranteed) result; and (3) Settlement at this juncture will translate into significant savings in Aggrieved Employees' fees and costs which inevitably would have increased had the case progressed through trial, appeals, etc.

26. The value achieved by the Settlement Agreement may be gleaned from the fact that the LWDA and the approximately 322 Aggrieved Employees encompassed by the Settlement will receive no less than \$139,740.20 under the terms of the Settlement, which, pursuant to the operative statute, shall be allocated “75 percent to the Labor and Workforce

1 Development Agency . . . and 25 percent to the Aggrieved Employees.” *See* Cal. Lab. Code
2 § 2699(i). This is a reasonable recovery, not only because further litigation may have resulted
3 in a net-zero recovery based on the defenses asserted by Defendant, but because the amount
4 secured by Plaintiff is sizable and in line with similar settlements of these types of claims
5 under PAGA.

6 27. It is also important to underscore that all penalty amounts paid to Aggrieved
7 Employees will be an unexpected windfall, as employees typically do not bring individual
8 lawsuits asserting only PAGA penalties.

9 28. Plaintiff contends that Defendant failed to offer or authorize uninterrupted ten-
10 minute rest periods to Plaintiff and Aggrieved Employees for every four hours worked or
11 major fraction thereof, but did not pay them premium wages in the amount of one hour’s pay
12 for these denied rest periods, in violation of Labor Code § 226.7. Plaintiff contends that due
13 to her workload and lack of additional support staff, she was unable to take all the rest periods
14 to which she was entitled. Plaintiff contends that due to the lack of additional support staff
15 and her workload, a large portion of rest breaks were on-duty, such that nearly every pay
16 period – 8,913 in the aggregate during the Settlement Period – would yield a \$100 PAGA
17 civil penalty for this violation. As a result, the maximum value of this claim is \$891,300
18 (8,913 pay periods times \$100 per pay period). Due to the difficulties expected in prevailing
19 on the merits on this claim, however Plaintiff was required to discount the value of this claim
20 for purposes of settlement at this juncture.

21 29. Plaintiff also seeks PAGA penalties for defective wage statements and waiting
22 time. Plaintiff, however, faced the risk that because these are derivative claims (e.g., Plaintiff
23 must prevail on her underlying rest period claims to prevail on these penalty claims), she
24 would not recover on these claims at all. Some case law has suggested that wage statement
25 penalties and waiting time penalties will not stem from rest period claims, as Plaintiff alleges
26 herein. The value of these claims were substantially discounted for settlement purposes in
27 light of the fact that their recovery is highly questionable.

1 30. Plaintiff alleges that Defendant also separately violated Labor Code § 226(a)(9).
2 This portion of the claim was a direct violation of Labor Code §226(a) and was not derivative
3 of any underlying claim. The maximum value of the late pay claim is \$15,600 (156 separated
4 employees times \$100 each, one violation per final pay period) and the maximum value of
5 the non-derivative wage statement claim is \$626,900 (6,269 pay periods x \$100 per pay
6 period). Defendant contends that, 6,269 pay periods (70% of the 8,913 pay periods worked
7 during the PAGA Period) exhibit one or more of these violations. Of course, these penalties
8 are substantial for technical and derivative violations and were subject to multiple defenses,
9 including good faith and lack of willfulness. Due to the difficulties expected in prevailing on
10 the merits on this claim, Plaintiff discounted it for purposes of settlement at this juncture.

11 31. Defendant contends it acted within the requirements of California law at all
12 times as to all Aggrieved Employees. Moreover, it maintained that even if the Court did
13 award penalties, the Court could and would *substantially* reduce the penalties awarded based
14 on the discretionary factors contained in Labor Code § 2699(e)(2). Defendant also argued
15 that it was severely impacted by the pandemic which caused it to shutter its business for
16 several months.

17 32. Based on these disputes, which had the potential to completely eliminate
18 Plaintiff's recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim
19 was defined by a "maximum possible liability" amount of approximately \$1,798,200, and a
20 net-zero recovery based on the defenses asserted by Defendant. Notwithstanding the
21 existence of such issues, the Settlement achieves a significant benefit. As such, this factor
22 weighs very heavily in favor of resolution by way of the compromise set forth in the
23 Settlement.

24 33. The Settlement not only achieves a recovery that exceeds typical PAGA awards
25 routinely approved by the courts, it recovers significant monies for Aggrieved Employees
26 which they otherwise would not receive. As such, this factor balances strongly in favor of
27 approval of the Settlement.

1 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation:**

2 34. Based on my office's experience in dozens of wage and hour class and
3 representative actions, heavily litigated and strongly disputed representative action cases can
4 endure for years. It is our experience that if this case was not resolved by settlement, litigation
5 might extend for up to 2 more years.

6 35. The areas of law at issue in this case (e.g., California's wage and hour laws) are
7 dynamic and change frequently. Extended litigation equates to substantial risk for Aggrieved
8 Employees, some of whose individual claims do not have substantial value from the onset. It
9 is our opinion that the prompt and fair resolution of the claims alleged in Plaintiffs' complaint,
10 as is achieved through the proposed Settlement, is in the best interest of the Aggrieved
11 Employees in light of the likeliness of extended litigation and potential changes in case law.

12 36. It is our experience that costs in these types of cases increase exponentially as
13 the case proceeds to trial. Through the conclusion of this litigation, and as detailed herein,
14 My office will have advanced over \$8,000 in costs. If this litigation continued for 2 more
15 years and experts were retained, costs would likely exceed \$25,000.

16 **Attorneys' Fees:**

17 37. This Court can undoubtedly appreciate that litigating a representative action
18 case in dynamic, ever-changing areas of law is not appealing to most lawyers, particularly
19 when the plaintiff's lawyer undertakes the obligation to finance the litigation and effectively
20 bears the risk in the event of an unsuccessful outcome, at trial or otherwise. This case was
21 taken on a contingency basis with the real risk that my office would receive no compensation
22 whatsoever for our efforts. The potential costs which we can be required to advance in wage
23 and hour representative actions like this one are substantial.

24 38. Even with my office's combined extensive experience litigating employment
25 cases, prosecuting these cases still carries a considerable amount of risk. There is the
26 significant risk that Plaintiff would fail in obtaining relief for the Aggrieved Employees or
27 would not succeed in proving Defendant's liability at trial.

1 and federal courts over the past nine months. Based on my education and experience as
2 detailed above, this rate is reasonable.

3 45. Mr. Katofsky is a highly skilled and experienced litigator with over 20 years of
4 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School
5 of Law. His hourly rate of \$700 is reasonable based on his education and experience and
6 comports to the market rate; it has been approved as reasonable by other California courts.

7 46. Ms. Ardestani is an ten-year lawyer with substantial experience in litigation
8 matters, including employment law and class and representative actions. She is a 2004
9 graduate of University of California, Los Angeles (B.A.), a 2009 graduate of Whittier School
10 of Law (J.D.), and a 2010 graduate of Santa Clara School of Law (L.L.M.). Her hourly rate
11 of \$550 is reasonable based on her education and experience and comports to the market rate;
12 it has been approved as reasonable by other California courts.

13 47. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of
14 Law. He graduated from the University of California, Santa Barbara in 2005. Evan's
15 reasonable hourly rate is \$550, which is based on his education and experience. This rate
16 comports to the market rate and has been approved by other California courts as reasonable.

17 48. Ms. Schimmel is also a highly skilled and experienced litigator, with over 25
18 years of experience, primarily representing employees and employers in employment-related
19 litigation. She earned her Juris Doctor in 1996 from Loyola Law School, Los Angeles. Her
20 hourly rate of \$750 is reasonable based on her education and experience and comports to the
21 market rate; it has been approved as reasonable by other California courts.

22 **Plaintiffs' Counsel's Costs:**

23 49. In the course of this litigation, my office incurred out-of-pocket costs that total
24 \$8,593.13-- which is less than the \$9,000 permitted pursuant to the Settlement Agreement. A
25 true and correct copy of an itemized list of costs incurred by my office in this action is attached
26 hereto as **Exhibit F**. These costs were reasonably incurred in litigating this matter.

1 I declare, under penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct. Executed on July 13, 2021 at Calabasas, California.

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5 DANIEL F. GAINES
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EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

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27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 23, 2020

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Parker Palm Springs, LLC
4200 E. Palm Canyon Drive
Palm Springs, CA 92264

Defendant mailed certified # 70190700000201196236

Agent for Service of Process:
Cynthia M. Wong
4200 E. Palm Canyon Drive
Palm Springs, CA 92264

Agent mailed certified # 70190700000201196243

Re: ***Labor Code Violations of Parker Palm Springs, LLC– Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Cristina Dennis, a former non-exempt California employee of Parker Palm Springs, LLC (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees (“Aggrieved Employees”).

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. -2001. Our client and Aggrieved Employees were routinely unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest period. When they were able to take a proper rest period, they were oftentimes late or cut short, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all premium wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), and net wages earned, in violation of Labor Code § 226(a)(5). Separately, Defendant paid Plaintiff and other non-exempt Aggrieved Employees various rates of pay, including two overtime rates—for example, on one wage statement “Overtime” is listed at a rate of \$13.00, “Overtime Adjust” is listed at a rate of \$13.3392

Labor & Workforce Development Agency
Parker Palm Springs, LLC
Cynthia M. Wong
March 23, 2020
Page 2

as well as a "Meal Factor PS" is listed at a rate of \$2.00, among other forms of pay. When these various rates of pay were earned, additional hours worked are listed on the wage statements that are already encompassed in the listed hours worked at the regular rate of pay. Adding up the total hours worked as set forth on the wage statement does not yield the correct number of actual hours worked by the employee. It is impossible to ascertain total hours worked from the wage statements alone because of the multiple conflicting entries. The wage statements also separately violate Labor Code § 226(a)(9) as the rate listed for "Overtime" is the same as the base hourly rate, which is not accurate.

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

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

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

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By:


SEPIDEH ARDESTANI

EXHIBIT C

EXHIBIT D

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTION 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND LIMITED RELEASE

Cristina Dennis v. Parker Palm Springs, LLC
(Riverside County Superior Court, Case Number PSC2002340)

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Cristina Dennis ("Plaintiff"), on behalf of herself and on behalf of the State of California and all allegedly aggrieved employees (referred to herein as the Aggrieved Employees"), and Defendant Parker Palm Springs, LLC ("Defendant") (collectively Plaintiff and Defendant are the "Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II or elsewhere in this Settlement Agreement and Release (the "Settlement").

I. RECITALS

WHEREAS, on March 23, 2020, Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of her intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") (the "LWDA Letter"). Plaintiff allowed the LWDA an opportunity to investigate her claims as required by the Labor Code.

WHEREAS, on June 5, 2020, Plaintiff filed a lawsuit on behalf of herself and other allegedly aggrieved employees in Riverside County Superior Court, styled: *Cristina Dennis v. Parker Palm Springs, LLC, and Does 1 through 10, inclusive*, Case No. PSC2002340, asserting a cause of action under PAGA;

WHEREAS, on April 8, 2021 the Parties participated in a private mediation in Los Angeles, California, with mediator Todd Smith;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the Claims described in the pleadings in the Action, including the Amended Complaint, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means the case entitled *Cristina Dennis v. Parker Palm Springs, LLC*, pending in the Superior Court of the State of California for the County of Riverside ("Court"), Case No. PSC2002340.

2. "Agreement" or "Settlement Agreement," means this Private Attorneys General Act (Labor Code section 2698 *et seq.*) Settlement Agreement and Limited Release.

3. "Aggrieved Employees" means any and all individuals employed by Defendant in California as non-exempt hourly employees during the Settlement Period, i.e. time period March 23, 2019 to the date of Court approval of this Settlement Agreement.

4. "Aggrieved Employee List" means the list of the Aggrieved Employees that includes the (1) name; (2) last known home address and telephone number; (3) number of pay periods worked during the Settlement Period; and (4) Social Security Number for each Aggrieved Employee, which Defendant will diligently and in good faith compile from its records.

5. "Attorney's Fees" means such attorney's fees as the Court may award to Plaintiff's Counsel from the Total Monetary Settlement Amount for the services Plaintiff's Counsel has rendered and will render to the Aggrieved Employees in the Action, and which shall not exceed Eighty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$81,666.67).

6. "Attorney's Costs" means such litigation costs as the Court may award to Plaintiff's Counsel from the Total Monetary Settlement Amount for the costs Plaintiff's Counsel has incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Nine Thousand Dollars and Zero Cents (\$9,000.00).

7. "Defense Counsel" means Steve Groode, Esq. and Jannine Kranz, Esq. of Littler Mendelson, P.C., 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

8. "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement Agreement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement Agreement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

9. "Individual Settlement Payment" means the portion of the PAGA Settlement Fund allocated to each Aggrieved Employee, as calculated pursuant to Sections C(13) and D(14) below. One hundred percent (100%) of the Individual Settlement Payments made to Aggrieved Employees shall be deemed miscellaneous income for which a Form 1099 will be issued if required by law, as determined by the Settlement Administrator.

10. "Notice" means the form of notice that will be sent to each Aggrieved Employee accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

11. "PAGA Settlement Fund" means the amount from the Total Monetary Settlement Amount that is allocated to PAGA civil penalties. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to Aggrieved Employees.

12. "Plaintiff's Counsel" means Daniel F. Gaines Esq., Alex P. Katofsky, and Evan Gaines, Esq., of GAINES & GAINES, APLC, 27200 Agoura Rd., Suite 101, Calabasas, California 91301.

13. "Released Claims" means all claims for penalties under the PAGA, including costs and attorneys' fees related thereto, predicated on claims alleged or which could have been alleged based on the facts as alleged in the operative Complaint in the Action and/or the LWDA Letter, including but not limited to alleged failure to provide rest breaks, failure to provide complete and accurate wage statements, and failure to timely pay wages upon termination, that accrued from March 23, 2019, through the date of court approval of this Settlement.

14. "Released Parties" means Defendant d/b/a "Jack Parker Corporation," including its operating entity – Parker Palm Springs II, and their respective current and former members, directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, representatives, , and each of their respective executors, predecessors, successors, assigns and legal representatives.

15. "Service Award" means the amount from the Total Monetary Settlement Amount that the Court awards to Plaintiff in recognition of her efforts in obtaining the benefits of the Settlement and as partial consideration for executing this Settlement Agreement and providing a Complete and General Release of all claims against the Released Parties. The Service Award shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

16. "Settlement Administrator" means ILYM Group, Inc., a third-party settlement claims administrator appointed by the Court for the purposes of administering this Settlement. The Parties each represent that each does not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

17. "Settlement Administration Costs" means the amount from the Total Monetary Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement

Administrator for services rendered in administering the Settlement, and which shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

18. "Settlement Approval" means the settlement approval order and judgment that will be entered by the Court.

19. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

20. "Settlement Period" means the period from March 23, 2019 through and including the date of Court approval of this Settlement Agreement.

21. "Total Monetary Settlement Amount" means the amount of Two Hundred Forty-Five Thousand Dollars (\$245,000.00) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Total Monetary Settlement Amount will be used to pay: (a) the PAGA Settlement Fund to the LWDA and Aggrieved Employees; (b) the award of Attorney's Fees to Plaintiff's Counsel; (c) the award of Attorney's Costs to Plaintiff's Counsel; (d) Settlement Administration Costs; and (e) the Service Award to Plaintiff. Under no circumstances will Defendant be required to pay more than Two Hundred Forty-Five Thousand Dollars (\$245,000.00). In no event will any money revert to Defendant.

22. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to Aggrieved Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant generally denies all of the allegations in the Action, including the allegations in the LWDA Letter and Complaint. Defendant specifically disclaims any liability to Plaintiff or any other allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Total Monetary Settlement Amount of Two Hundred Forty-Five Thousand Dollars (\$245,000.00). All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Attorney's Fees. In full satisfaction of all claims Plaintiff and her counsel may have for attorney's fees arising out of the Action, the Parties agree that Plaintiff's Counsel shall be paid up to Eighty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$81,666.67.00) in Attorney's Fees, which will be paid out of the Total Monetary Settlement Amount. Defendant agrees not to oppose Plaintiff's application for Attorney's Fees not to exceed this sum. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the PAGA Settlement Fund. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Fees identified herein is not awarded by the Court.
- b. Attorney's Costs. In full satisfaction of all claims Plaintiff and her counsel may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiff's Counsel shall be paid up to Nine Thousand Dollars (\$9,000.00) in Attorney's Costs, which will be paid out of the Total Monetary Settlement Amount. Defendant agrees not to oppose Plaintiff's application for Attorney's Costs not to exceed this sum. The Attorney's Costs to be awarded to Plaintiff are subject to the approval of the Court. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to the PAGA Settlement Fund. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Costs identified herein is not awarded by the Court.
- c. Settlement Administration Costs. Third-party administration fees that are necessary to administer the Settlement up to a maximum payment of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), shall be paid out of the Total Monetary Settlement Amount. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the PAGA Settlement Fund.
- d. Plaintiff's Service Award. In recognition of Plaintiff's effort and work in prosecuting the Action for the benefit of the State of California and Aggrieved Employees, Plaintiff shall be eligible for a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Defendant agrees not to oppose Plaintiff's application for a Service Award not to exceed this sum. The Service Award is subject to approval of the Court and will be paid only from the Total Monetary Settlement Amount. Any portion of the Service Award not awarded to Plaintiff will be added to the PAGA Settlement Fund. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Plaintiff's Service Award identified herein is not awarded by the Court.
- e. PAGA Settlement Fund. Out of the Total Monetary Settlement Amount, a total of One Hundred Thirty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$139,333.33) – plus any un-awarded Attorney's Fees,

Attorney's Costs, Service Award, and Settlement Administration Costs – shall be paid to Aggrieved Employees and the LWDA in full satisfaction of the Released Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Fund (One Hundred Four Thousand Five Hundred Dollars and Zero Cents [\$104,500.00]) – plus seventy-five percent (75%) of any un-awarded Attorney's Fees, Attorney's Costs, Service Award, and Settlement Administration Costs – will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund (Thirty-Four Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents [\$34,833.33]) – plus twenty-five percent (25%) of any un-awarded Attorney's Fees, Attorney's Costs, Service Award, and Settlement Administration Costs – will be paid to all Aggrieved Employees pursuant to the calculation method set forth in Sections C(13) and (14) below.

3. Aggrieved Employees' Release. Upon the Effective Date, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, releases the Released Parties from the Released Claims. This release shall be effective for the period from March 23, 2019 through the date the Court enters an order approving the Settlement Agreement. Aggrieved Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Aggrieved Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Employees regarding the Released Claims.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. Nullification. If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

3. No Right of Aggrieved Employee to Object or Opt-Out. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, the Parties will vigorously defend against any attempt by any Aggrieved Employee or by any entity or agency to object to/opt-out of this settlement. The Parties will jointly defend against any appeal filed with respect to the Final Order.

4. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion or stipulation for Settlement Approval. Plaintiff will also file a declaration in support of her motion or stipulation for Settlement Approval confirming that she has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I).

5. Judgment and Continued Jurisdiction. After entry of the Final Approval order and judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

6. Settlement Administrator. Upon approval of the Court, the Parties will retain ILYM Group, Inc. as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to Aggrieved Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA as provided herein; printing and providing Aggrieved Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any Aggrieved Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

7. Aggrieved Employee List. Within fifteen (15) calendar days following the Effective Date, Defendant will provide the Settlement Administrator with the Aggrieved Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Aggrieved Employees' sensitive personal information is included in the Aggrieved Employee List, the Settlement Administrator shall maintain the Aggrieved Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Aggrieved Employee List shall be limited to employees of the Settlement Administrator with a need to use the Aggrieved

Employee List for administration of this Settlement and the Aggrieved Employee List shall be returned to Defendant once settlement administration is concluded.

8. Funding of the Settlement. Within fifteen (15) calendar days following the Effective Date, Defendant shall fund the Settlement by depositing the Total Monetary Settlement Amount into the Settlement Fund Account to be established by the Settlement Administrator.

9. Payment of Attorney's Fees and Attorney's Costs. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Plaintiff's Counsel. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees and costs.

Neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff shall be permitted to petition the Court for, or to accept, any additional payments for attorney's fees, costs, interest, or any other amount from Defendant except as specified above. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Plaintiff's Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or Aggrieved Employees. The Parties further agree that Plaintiff's Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Plaintiff and/or Aggrieved Employees.

10. Payment of Service Award. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Service Award to Plaintiff. Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9 before the Service Award is issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on her Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment, which she shall receive as an Aggrieved Employee. Plaintiff shall not have the right to revoke her agreement to the Settlement on the grounds the Court does not approve any or all of the requested Service Award.

11. Settlement Administration Costs. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

12. Payment to LWDA. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PGA Settlement Fund.

13. Individual Settlement Payments. Within thirty (30) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments based on the twenty-five percent (25%) of the PGA Settlement Fund to Aggrieved Employees' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the LWDA.

14. Calculation of Individual Settlement Payments. All Aggrieved Employees will receive an Individual Settlement Payment. The amount of each Aggrieved Employee's Individual Settlement Payment will be calculated based on the total number of pay periods each Aggrieved Employee worked during the Settlement Period. The precise amount of the pay period value will be calculable once the amount of the PGA Settlement Fund is set based on the amounts approved by the Court with respect to the Attorney's Fees, Attorney's Costs, Service Award, and Settlement Administration Costs. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by Aggrieved Employees during the Settlement Period. Twenty-five percent (25%) of the PGA Settlement Fund will then be divided by the total number of pay periods worked by Aggrieved Employees during the Settlement Period to determine the pay period value. The Individual Settlement Payment to each Aggrieved Employee will be determined by multiplying the pay period value and the total number of pay periods each Aggrieved Employee worked during the Settlement Period.

15. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

16. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, Aggrieved Employees, Plaintiff's Counsel and itself Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

17. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt or as otherwise ordered by the Court.

E. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other Aggrieved Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the amounts paid to her as described herein and will hold Plaintiff's Counsel, Defendant, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

4. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

5. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

6. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

7. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

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

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

10. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

11. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (e.g., Docu-signed signatures) may be used to execute this Settlement Agreement and will be binding as if actual ink signatures.

12. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

13. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except related to any reduction in Attorney's Fees, Attorney's Costs, or the Service Payment.

14. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

16. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

17. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18. Publicity. The Parties agree that Plaintiff and Plaintiff's Counsel will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

19. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:	To Defendant:
Daniel F. Gaines, Esq. Alex P. Katofsky, Esq. GAINES & GAINES, APLC 27200 Agoura Rd., Suite 101 Calabasas, CA 91301	Steven A. Groode, Esq. Jannine Kranz, Esq. Littler Mendelson, P.C. 2049 Century Park East, 5 th Floor Los Angeles, CA 90067

It is hereby agreed.

Dated: May 12, 2021 _____

PLAINTIFF

DocuSigned by:
Cristina Dennis
F449DD9F54E04D4...
Cristina Dennis

**DEFENDANT PARKER PALM
SPRINGS, LLC**

Dated: _____

Cynthia Wong, its Chief Financial Officer

Approved as to form:

GAINES & GAINES, APLC

Dated: 5/12/21 _____

Daniel F. Gaines

Daniel F. Gaines
Attorney for Plaintiff Cristina Dennis

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: _____

Steven A. Groode
Attorney for Defendant Parker Palm
Springs, LLC

It is hereby agreed.

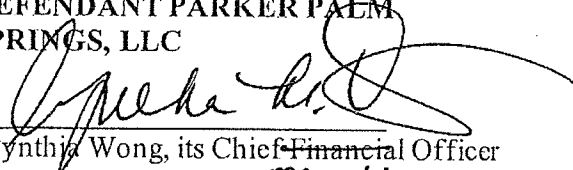
PLAINTIFF

Dated: _____

Cristina Dennis

**DEFENDANT PARKER PALM
SPRINGS, LLC**

Dated: May 18, 2021



Cynthia Wong, its Chief Financial Officer

Approved as to form:

GAINES & GAINES, APLC

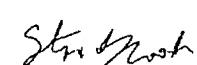
Dated: _____

Daniel F. Gaines
Attorney for Plaintiff Cristina Dennis

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: May 14, 2021



Steven A. Groode
Attorney for Defendant Parker Palm
Springs, LLC

Exhibit A

[NAME]
[ADDRESS]

Re: Notice of Settlement -Payment From *Cristina Dennis v. Parker Palm Springs, LLC*, Superior Court of the State of California for the County of Riverside, Case No. PSC2002340

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Cristina Dennis v. Parker Palm Springs, LLC, Inc.*, Riverside County Superior Court Case No. PSC2002340 (the "Action").

The Action was filed against Parker Palm Springs, LLC ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA") by a former employee of Defendant on behalf of the State of California and all similarly situated, alleged "aggrieved employees" of Defendant. You have been identified as one of the individuals on whose behalf the case was brought.

The plaintiff in the Action claimed that Defendant owed civil penalties under PAGA for alleged violations of California Labor Code, including violations of Labor Code sections Labor Code Sections 201, 202,, 226, 226.3, 226.7, 558, and the applicable Industrial Welfare Commission Wage Order(s), related to missed and denied rest periods, inaccurate wage statements, and the late payment of wages at the separation of employment. Defendant denies that it did anything unlawful or that it owes any penalties.

The Court did not rule on the merits of the Action but it approved the settlement of the parties and the amount to be paid by Defendant in civil penalties. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the current and former employees of Defendant during the relevant period. In agreeing to this settlement, Defendant does not admit that it is liable in any way to any current or former employees for any alleged Labor Code violations or any penalties.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. No claims for wages have been released or otherwise affected by this settlement.

You and the government will be bound by the judgment in this matter as to civil penalties. If you have any questions, you can contact ILYM Group, Inc.: [email address and phone number].

Very Truly Yours,

EXHIBIT E

Dennis, et al. v Parker Palm Springs

Attorney Time/Task Chart

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Miriam S. Schimmel, Esq. \$750/hr	Sepideh Ardestani, Esq. \$550/hr	Evan Gaines, Esq. \$550/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action				5.1	4.9
Draft LWDA compliance Letter				2.5	0.6
Review, revise, mail, and submit LWDA Letter	0.5	0.8		1.0	
Communications with Defense Counsel re LWDA letter and litigation; Communications with Client re status and litigation strategy	2.9			2.1	2.4
Draft PAGA Complaint and related research; Communications with Client re same				3.2	1.9
Communications with Defense Counsel re Complaint and litigation; Related communications with Client; Preparation of case management statement for hearing; Attend case management conference by courtcall	2.8	1.7		2.5	1.1
Prepare mediation informal discovery letter, Research re: claims and related memos;				2.4	2.8
Analysis and research re: viable claims; Related communications with Defense Counsel and Client re mediation and expectations				2.6	3.1
Review and preparation for mediation; Related legal research; Review Defendant's informal document production, Prepare mediation brief, damage model and related exhibits; Communications with Client, Expert	2.9		2.4	3.9	0.6
Attend mediation with Todd Smith, Esq. via Zoom; Communications with Client	12.0	12.0			
Mediation follow up communications with Defense Counsel and Client re mediation	1.4	1.7			1.3
Prepare joint statement re: settlement; Prepare and Attend CMC hearing					3.2
Draft settlement agreement; Review CMO; Prepare joint status report	6.5	2.0			2.7
Estimated future time required to finalize approval paperwork; Attend approval hearing, Communicate with employees, Administrator and counsel for Defendant, and close file	7.5	7.5			
Total Hours:	36.5	25.7	2.4	25.3	24.6
Total Lodestar Per Attorney:	\$23,725.00	\$17,990.00	\$1,800.00	\$13,915.00	\$13,530.00
Total All Attorneys:	114.5	\$70,960.00			

EXHIBIT F

**Dennis v. Parker Palm Springs
Class Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees (including related attorney service expenses)	\$1,162.68
Postage charges	\$1.45
Expert review and analysis of Time and Wage Records	\$1,050.00
Mediation fee	\$6,000.00
Future estimated expenses • <i>Filing fees and One Legal Service fees for Motion for Final Approval (will be filed via One Legal) - \$174.00</i> • <i>Courtesy copy delivery fees to department of Motion for Final Approval via One Legal - \$130.00</i> • <i>Postage for mailing Motion for Final Approval - \$10.00</i> • <i>Filing fees and One Legal Service fees for Notice of Entry of Order once MFA Order signed (will be filed via One Legal) - \$60.00</i> • <i>Postage for mailing Notice of Entry of Order - \$5.00</i>	\$379.00
TOTAL EXPENSES	\$8,593.13