

1 HEATHER DAVIS, SBN 239372
2 heather@protectionlawgroup.com
3 AMIR NAYEBDADASH, SBN 232204
4 amir@protectionlawgroup.com
5 **PROTECTION LAW GROUP, LLP**
6 237 California Street
7 El Segundo, California 90245
8 Telephone: (424) 290-3095
9 Facsimile: (866) 264-7880

10 Attorneys for Plaintiff
11 FERNANDO SALGUERO

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**
15

16 FERNANDO SALGUERO, as an aggrieved
17 employee and private attorney general,

18 Plaintiff,

19 vs.

20 COLLABERA INC., a New Jersey
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants

Case No.: 20STCV19946

*Assigned for all purposes to: Hon. Michael L.
Stern, Dept. 62*

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF MOTION FOR ORDER
APPROVING UNOPPOSED SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT AND ENTERING JUDGMENT**

Hearing Date: January 26, 2022
Hearing Time: 9:00 a.m.
Department: 62

Reservation ID: 418762649352

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1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a partner with Protection Law Group, LLP, counsel of record for Plaintiff Fernando Salguero (“Plaintiff”). I make this declaration in support of Plaintiff’s Motion for Order Approving Settlement Pursuant to California Labor Code §2699 Private Attorneys General Act. Unless indicated otherwise, I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

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3. Prior to opening my law firm, I developed particular expertise in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of the leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or

1 dismiss; removing actions from state court to federal court; drafting and responding to written
2 discovery; drafting and opposing discovery related motions; arguing discovery related motions;
3 drafting motions to consolidate related matters; interviewing putative class members and obtaining
4 declarations in connection with class certification; drafting oppositions to motions for class
5 certification; drafting motions for decertification following class certification; conducting exposure
6 analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at
7 class certification and potential damages resulting from such claims; drafting mediation briefs;
8 serving as the primary contact to in-house counsel; deposing Plaintiff and putative class members;
9 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In short,
10 I played an integral role in all aspects of litigation from the inception of a matter through and
11 beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group LLP is a law firm specifically devoted to the representation
16 of employees against employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records. The
19 practice of employment law is a very specific, narrow field which requires diligence in an ever-
20 evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action
25 settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United*
26 *Airlines*, 2:11-CV9191 (Central District class action settlement), *Babasa v. Comerica, Inc.*, 3:11-
27 CV00595, *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District), *Blue v. Coldwell*
28 *Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action
settlement), and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District

1 class action settlement).

2 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
3 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
4 employees for which final approval of the settlement or class certification has been granted,
5 including, but not limited to the following:

- 6 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles Superior Court wage
7 and hour class action certifying class of independent contractors and appointing
8 Protection Law Group, LLP as class counsel);
- 9 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles Superior Court wage and
10 hour class action certifying class of all non-exempt employees and appointing
11 Protection Law Group, LLP as class counsel);
- 12 • *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles Superior Court wage
13 and hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement);
- 15 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
16 Northern District of California, wage and hour class action settlement and
17 appointment Protection Law Group, LLP as class counsel in settlement);
- 18 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles Superior Court
19 wage and hour Class action appointing Protection Law Group, LLP as class counsel in
20 settlement);
- 21 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court
22 wage and hour class action);
- 23 • *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles Superior Court wage
24 and hour class action appointing Protection Law Group, LLP as class counsel in
25 settlement);
- 26 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles Superior Court wage and
27 hour class action appointing Protection Law Group, LLP as class counsel in
28 settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
District of California appointing Protection Law Group, LLP as class counsel in
settlement);

- 1 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County
2 Superior Court wage and hour class action appointing Protection Law Group, LLP as
3 class counsel in settlement);
- 4 • *Utterbach v. Daylight Transport, LLC et al.* BC600994 (Los Angeles Superior Court
5 wage and hour class action appointing Protection Law Group, LLP as class counsel in
6 settlement);
- 7 • *Eiden v. Olive & June*, BC654685 (Los Angeles Superior Court wage and hour class
8 action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour
10 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 11 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior
12 Court wage and hour class action appointing Protection Law Group, LLP as class
13 counsel in settlement);
- 14 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
15 Arbitration Association wage and hour class action appointing Protection Law Group,
16 LLP as class counsel in settlement on behalf of class of 75,000+ putative class
17 members);
- 18 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court
19 wage and hour class action appointing Protection Law Group, LLP as class counsel in
20 settlement);
- 21 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage
22 and hour class action appointing Protection Law Group, LLP as class counsel in
23 settlement);
- 24 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento Superior
25 Court wage and hour class action appointing Protection Law Group, LLP as class
26 counsel in settlement);
- 27 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San
28 Bernardino Superior Court wage and hour class action appointing Protection Law
Group, LLP as class counsel in settlement);
- *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles Superior Court wage
and hour class action appointing Protection Law Group, LLP as class counsel in

1 settlement);

- 2 • *Fuentes v. Communications Test Design, Inc.*, Case No. CIVDS1802427 (San
- 3 Bernardino Superior Court wage and hour class action appointing Protection Law
- 4 Group, LLP as class counsel in settlement);
- 5 • *Hartline v. Senior Operations, LLC*, Case No. BC697665 (Los Angeles Superior Court
- 6 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 7 settlement);
- 8 • *Carrozzella v. Basalite Concrete Products, LLC*, Case No. 34-2014-00220214
- 9 (Sacramento Superior Court wage and hour class action appointing Protection Law
- 10 Group, LLP as class counsel in settlement);
- 11 • *Howey v. Battery Systems, Inc.*, Case No. 2026114 (Stanislaus Superior Court wage and
- 12 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 13 • *Correa v. Cashbak, LLC*, Case No. BC723845 (Los Angeles Superior Court wage and
- 14 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 15 • *Lemus v. Cass Construction*, Case No. 37-2017-00028180 (San Diego Superior Court
- 16 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 17 settlement); and
- 18 • *Sales v. J.S. International Shipping Corp.*, Case No. 18CIV05048 (San Mateo Superior
- 19 Court wage and hour class action appointing Protection Law Group, LLP as class
- 20 counsel in settlement).
- 21 • *Adams v. West Marine Products, Inc.*, Case No. 19CIV00436 (San Mateo
- 22 Superior Court wage and hour class and representative PAGA action appointing
- 23 Protection Law Group, LLP as class counsel in settlement).

24 10. Including myself, Protection Law Group includes eight attorneys, all of whom

25 actively and continuously represent plaintiffs in employment class actions and representative

26 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in various

27 Federal courts. Because of the unique history and nature of our practice, all of the attorneys at

28 Protection Law Group have a high level of knowledge and experience in labor and employment

law.

1 11. I am fully familiar with the legal and factual issues in this case, and have specific
2 experience litigating complex wage and hour actions as class actions, including employment cases
3 as set forth above. The Settlement presented here only resulted after having engaged in extensive
4 informal discovery and investigation and is the product of hard-fought litigation and extensive arms'
5 length negotiations. In my opinion as an experienced counsel, the Settlement is fair, reasonable,
6 adequate, and in the best interests of the State and the PAGA Employees.

7 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

8 12. After a thorough investigation of Plaintiff's alleged claims and Defendant Collabera,
9 Inc, by my office, on or about March 18, 2020, Plaintiff filed a letter with the Labor and Workforce
10 Development Agency ("LWDA") and provided copies of this letter to Defendant Collabera Inc.
11 ("Defendant") via certified mail, asserting claims for Defendant's (1) failure to pay for all time
12 worked at correct rates of pay, including minimum wages, straight time wages, and overtime
13 compensation; (2) failure to provide meal periods and pay meal period premiums; (3) failure to
14 authorize and permit rest periods and pay rest period premiums; (4) failure to timely pay wages
15 during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain
16 accurate records; (7) failure to reimburse necessary business expenditures; and (8) failure to timely
17 pay all wages upon termination of employment. Attached as **Exhibit 1** is a true and correct copy of
18 my office's March 18, 2020, letter to the LWDA and Defendant.

19 13. On May 26, 2020, my office filed a Complaint against Defendant on behalf of
20 Plaintiff, individually and on behalf of others similarly situated, alleging a single cause of action for
21 Violation of California Labor Code § 2699 (Private Attorneys General Act) ("PAGA").

22 14. Shortly after the filing of the Complaint, in October 2020, the Parties met and
23 conferred and agreed to informally stay discovery pending private mediation. However, the Parties
24 entered into a Stipulation in which they agreed to negotiate and finalize a protective order so that
25 formal discovery, including the production of employees' contact information, could proceed
26 swiftly in the event mediation was unsuccessful. As part of the stipulation Defendant also agreed to
27 provide Plaintiff's Counsel with a random 20% sampling of time and payroll records at least four
28 weeks prior to mediation as well as additional informal discovery.

1 15. In advance of mediation, Defendant provided Plaintiff's Counsel with time and
2 payroll records as well as all employee handbooks and relevant policy documents in place during
3 the PAGA Period and other relevant documents. Defendant also provided my office with and
4 information relating to the PAGA Employees including, the total number of pay periods at issue,
5 the number of current and former employees, and other relevant information. Defendant represented
6 prior to mediation that there were approximately 2,154 total employees and approximately 32,793
7 pay periods through January 2021. My office thereafter conducted an extensive independent
8 investigation and evaluations of the claims and defenses in this matter.

9 16. On April 26, 2021, the Parties attended mediation with Jeffrey A. Ross, Esq. during
10 which the parties debated their positions with the mediator and exchanged arguments regarding their
11 claims and defenses. The Parties were unable to resolve their dispute at mediation, but after careful
12 consideration following mediation accepted a mediator's proposal to resolve the PAGA Claims at
13 issue for Two Million, One Hundred Thousand Dollars (\$2,100,000.00).

14 17. The Parties then spent considerable time drafting and revising a memorandum of
15 understanding memorializing this agreement and thereafter spent additional time negotiating and
16 finalizing the terms of a long form settlement.

17 18. On October 27, 2021, Plaintiff submitted the Proposed Settlement Agreement to the
18 LWDA and filed his Motion for Approval of the PAGA Settlement.

19 19. Plaintiff also filed a stipulation to permit the filing of an extended memorandum of
20 points and authorities, which the Court denied. Accordingly, on November 1, 2021, Plaintiff
21 submitted a shortened amended motion

22 20. On November 19, 2021, the Parties attended a hearing on Plaintiff's Motion for
23 PAGA Approval. At the hearing, the Court requested additional information regarding: (1) the high,
24 low, and average payment to the PAGA Employees; (2) employees job titles and average rate of
25 pay; (3) detailed billing records of Plaintiff's Counsel's attorneys' fees; (4) additional information
26 regarding the work performed by Plaintiff and the reasons supporting his requested enhancement;
27 (5) additional information regarding the settlement negotiations and what transpired at mediation;
28 and (6) additional information regarding why the settlement amount is fair adequate and reasonable.
The Court declined to approve the settlement at the November 19th hearing.

1 21. Following the hearing on November 19, 2021, the Parties engaged in extensive
2 discussions and negotiations toward another settlement of the claims and Plaintiff's Counsel's re-
3 engaged the mediator Jeffrey Ross regarding his comments and potential changes to the agreement.
4 As a result of those efforts, and the Parties reached a new settlement and thereafter entered into a
5 revised Agreement on December 15, 2021. Attached hereto as **Exhibit 2** is a true and correct copy
6 of the Amended Settlement Agreement.

7 **PARTIES AFFECTED BY THE SETTLEMENT**

8 22. Plaintiff Fernando Salguero seeks approval of a proposed PAGA Settlement
9 Agreement as a representative of the State of California pursuant to the California Labor Code
10 Private Attorneys General Act.

11 23. Plaintiff Salguero worked for Defendant Collabera, Inc. as a non-exempt employee
12 from October 2018 to May 2019 as a Field Technician.

13 24. Plaintiff's job duties primarily consisted of collecting electric scooters on behalf of
14 Collabera Inc. clients so that these scooters could be charged and redistributed. Plaintiff believes he
15 suffered the labor code violations alleged in the complaint during his employment with Defendant
16 and qualifies as an Aggrieved Employee.

17 25. Defendant Collabera, Inc. is a New Jersey based organization that provides
18 recruiting, staffing, consulting, and business services to clients including clients in California.
19 Collabera has provided staffing for clients throughout California and employed employees in a
20 variety of non-exempt positions including Field Technicians, like Plaintiff, Customer Service
21 Representatives, Clerks, Data Entry Specialists, Administrative Assistants, and many others.

22 26. In addition to recovering penalties for the State, the Settlement also allocates 25% of
23 the penalties recovered to other non-exempt employees who worked for Defendant during the
24 relevant PAGA Period. The Settlement Agreement defines these "PAGA Employees" as all current
25 and former non-exempt employees of Defendant who worked in the state of California during the
26 PAGA Period.

27 27. The "PAGA Period" means the period of time from March 22, 2019, and ending on
28 May 28, 2021. Settlement Agreement Section I(A) ¶ 12 and ¶14.

28. According to information provided to my office by Defendant's counsel, there are approximately 2,154 PAGA Employees.

29. Due to the nature of Defendant's business, the PAGA Employees were employed in a variety of locations and job positions. As noted above, PAGA Employees include employees in a wide range of job positions from Field Technicians like Plaintiff whose duties were performed outside an office to Customer Service Representatives who worked in an office setting. In advance of the filing of this motion Defendant provided ILYM Group, Inc. payroll records for all PAGA Employees during the PAGA Period and based on these records ILYM calculated an PAGA average hourly rate of approximately \$41.52.

30. All PAGA Employees, regardless of their job positions or job duties, were employed directly by Defendant Collabera, Inc., as non-exempt employees, were required to sign and agree to be governed by the Collabera, Inc. Employee Handbook and the procedures therein, and were paid directly by Collabera.

31. As set forth below, these employees shall share 25% of the recovered penalties, with an average payment to the PAGA Employees of approximately \$151.40. However, the PAGA Employees *shall not* release *any* individual claims against Defendant.

SETTLEMENT TERMS

32. Subject to Court approval, Plaintiff and Defendant have agreed to settle the PAGA claims at issue in the Action for a Maximum Settlement Amount of \$2,100,000.00. Agreement Section I(A) ¶8.

33. The Maximum Settlement Amount is a common fund and therefore, includes all requested costs, fees, and other allocations. Specifically, the Maximum Settlement Fund includes: (1) the Attorney's Fees Payment in the amount of \$700,000.00; (2) the Attorney's Costs Payment of \$12,094.18 (3) a Settlement Administration Payment of up to \$19,990.00; and (4) the PAGA Representative Payment to Plaintiff in the amount of \$7,500.00. After the foregoing amounts are deduced from the Maximum Settlement Amount, the remaining Net Settlement Amount paid to the LWDA and Aggrieved Employees. Settlement Agreement Section II(B) ¶2(a-e).

34. The Net Settlement Amount is currently estimated to be \$1,362,915.82 and will be distributed as follows: 75% of the Net Settlement Amount, or \$1,022,186.86 will be paid to the

1 LWDA, and the remaining 25%, or \$340,728.95 will be paid to the PAGA Employees on a *pro*
2 *rata* basis based upon the number of pay periods worked by each PAGA Employee during the
3 PAGA Period. Settlement Agreement Section II(B) ¶ 2(e).

4 35. All Individual PAGA Payments will be treated as miscellaneous income for which a
5 1099 will be issued. Settlement Agreement Section II(C) ¶14

6 36. Defendant provided the class list to the Settlement Administrator ILYM Group, Inc.
7 in advance of the filing of this motion. Based on the list of PAGA Employees provided by Defendant
8 and using the estimated Net Settlement Amount of \$1,362,915.82 ILYM estimates that the highest
9 payment to a PAGA Employee will be approximately \$954.24, The low payment to a PAGA
10 Employee employed for only a very short period will be approximately \$9.45. The average payment
11 to PAGA Employees will be approximately \$151.30.

12 37. No later than thirty (30) calendar days after the Motion for Approval is granted,
13 Defendant will provide the Settlement Administrator the PAGA Employees' Data including (i) each
14 PAGA Employee's full name; (ii) last known home address; (iii) last known telephone number; (iv)
15 social security number; and (v) start and end dates of active employment as a non-exempt employee
16 of Defendant in the State of California; (vi) total Pay Periods worked during the PAGA Period; and
17 (vii) any other information, including the Pay Period Value per the calculation in Paragraph 9 above,
18 required by the Settlement Administrator in order to effectuate the terms of the Settlement
19 ("Aggrieved Employee List"). Settlement Agreement Section II(C) ¶6.

20 38. Within fourteen (14) court days of the Effective Date, Defendant will deposit the
21 Maximum Settlement Amount into a Settlement Account established by the Settlement
22 Administrator. Settlement Agreement Section II(C) ¶7.

23 39. Within ten (10) business days following the funding of this settlement, the Settlement
24 Administrator will issue from the Settlement Fund Account Individual Settlement Shares based on
25 the twenty-five percent (25%) of the Net Settlement Amount to PAGA Employee's last know
26 mailing address. Settlement Agreement Section II(C) ¶12 .

27 40. Payments to the PAGA Employees will be accompanied by a cover letter,
28 substantially similar in content and form to the proposed cover letter attached "Exhibit A" to the
Settlement Agreement. *See* Settlement Agreement, Ex. A. Settlement Agreement Section II(A) ¶11.

1 41. All checks to PAGA Employees will be sent by the Settlement Administrator, and
2 shall remain valid and negotiable for 180 days from the date of their issuance. If any checks are not
3 cashed within 180 days of mailing, those funds shall be transmitted to the Controller of the State of
4 California to be held pursuant to California Unclaimed Property Law, California Code of Civil
5 Procedure § 1500, *et seq.* Settlement Agreement Section II(C) ¶12.

6 42. In exchange for payment from the Settlement, upon the funding of the Maximum
7 Settlement Amount, Plaintiff, the PAGA Employees, and the State of California will be deemed to
8 have released and discharged the Releasees of the PAGA Released Claims as defined in the
9 Agreement. Settlement Agreement Section II(A) ¶¶18-19. The PAGA Employees shall not release
10 any individual claims under the Agreement.

11 **THE SETTLEMENT IS FAIR AND REASONABLE**

12 **Plaintiff Complied PAGA's Notice Requirements**

13 43. Before bringing a civil action under PAGA, an employee must comply with the
14 notice requirements set for in Labor Code section 2699.3. Plaintiff complied with these
15 requirements. Specifically, on March 18, 2020, Plaintiff provided written notice to the LWDA and
16 Defendant of his intent to assert claims under PAGA and the basis for those claims, to which the
17 LWDA did not respond. Accordingly, on May 26, 2020, after more than 65 days had passed,
18 Plaintiff filed his Complaint in this Action.

19 44. The Settlement Agreement and this motion and supporting papers are being
20 concurrently submitted to the California Labor and Workforce Development Agency, as required
21 by California Labor Code section 2699(1)(2).

22 **Arms-Length Negotiations**

23 45. The Parties prepared extensive briefing and argument regarding the strengths and
24 weaknesses of Plaintiff's claims and Defendant's defenses and engaged in extensive settlement
25 negotiations during a full day mediation with Jeffrey A. Ross, a highly-respected mediator with
26 extensive experience involving wage and hour matters including actions under the Private Attorneys
27 General Act. The settlement negotiations were at arm's length and, although conducted in a
28 professional manner, were adversarial.

1 46. The Parties began the day with radically different opinions regarding the value of
2 this matter with Plaintiff's opening demand exceeding 25 million dollars and Defendant offering to
3 settle this matter for merely a nuisance value.

4 47. However, mediator raised potential concerns that impacted both Parties evaluation
5 of the case. For instance, the mediator was able to persuade Defendant to increase its initial offer by
6 noting the strengths of Plaintiff's case including issues with Defendant's written policy or, for a
7 period, lack of written policy with respect to meal and rest breaks.

8 48. On the other hand, my office had to consider difficulties raised by the mediator as
9 well. This case presented substantial challenges because Defendant's employees were assigned to
10 various worksites and to work for different clients. The mediator noted that these distinctions could
11 present substantial hurdles regarding the manageability of the case and establishing uniform
12 practices that were applicable to all employees. While I maintain that such case would prove
13 manageable based on the uniform application of Defendant's own policies, my office was forced to
14 acknowledge Defendant's contention that there were significant risks regarding the manageability
15 of the alleged claims.

16 49. At the end of mediation, Mr. Ross issued a mediator's proposal to resolve this matter
17 for a Maximum Settlement Amount of \$2,100,000.00 based on what the mediator, after reviewing
18 extensive briefing submitted by both sides and engaging in discussions with both Parties, believed
19 was a fair adequate and reasonable resolution to the case. The Parties accepted the mediator's
20 proposal on April 28, 2021, following extensive consideration of the proposal.

21 50. Defendant at all times maintained that it had complied with California wage and hour
22 laws. Likewise, if this matter had not resolved through mediation and additional discussions with
23 the mediator, Plaintiff was prepared to vigorously litigate this dispute including through trial and
24 possible appeals.

25 51. Indeed, even after a settlement was originally reached following a full day of
26 mediation and the acceptance of the mediator's proposal, the Parties were required to re-engage the
27 mediator who helped the Parties work through initial disputes regarding the form of the
28 Memorandum of Understanding (MOU). For instance, Defendant originally wished for there to be
a much broader PAGA Release, which Plaintiff's Counsel would not agree to. The mediator helped

1 the Parties work through the key terms of the MOU and reach a compromise over hotly disputed
2 terms.

3 52. In the end, the proposed Settlement was reached at the end of a process that was
4 neither fraudulent nor collusive. To the contrary, counsel for the Parties advanced their respective
5 positions throughout the settlement negotiations.

6 53. After the Court's review of the prior settlement, Plaintiff reached out and had several
7 discussions with the mediator. Thereafter, the Parties, with the inclusion of the mediator, once again
8 engaged in arms-length discussions in order to revise the settlement to address the Court's concerns
9 and reach an amended agreement. Accordingly, the Parties agreed to enter a new agreement that
10 reduce the attorneys' fees and enhancement sought under prior Agreement.

11 **Discovery and Investigation Conducted**

12 54. My office conducted substantial investigation in this matter both prior to and
13 following the filing of the complaint. For instance, as set forth extensively in the accompanying
14 timesheets detailing the time spent by my office as part of this investigation, my office spent
15 substantial time investigating Defendant and the alleged claims including:

- 16 • Discussions with Plaintiff Fernando Salguero regarding his work experiences
- 17 • Investigation of the written policies supplied by Plaintiff
- 18 • Investigation regarding Defendant and Defendant's Business Model
- 19 • Investigation re the scope of Defendant's operations in California and clients
- 20 • Investigation re the types of job postings listed by Defendant and job duties of
21 potential class/PAGA employees
- 22 • Review and Analysis of the Agreements entered into by Plaintiff
- 23 • Review and Analysis of Plaintiff's time and payroll records including calculations of
24 potential damages
- 25 • Discussions with potential witnesses and other aggrieved employees regarding
26 Defendant's policies, practices, and procedures.
- 27 • Research and investigation re Latest Off-the-Clock, Meal and Rest Break, and
28 Representative PAGA Decisions in California amongst many others.

See Exhibit 3.

1 55. After the case was filed, my office served Defendant with Form Interrogatories,
2 Special Interrogatories, and Requests for Production. However, before engaging in extensive
3 discovery battles, the Parties agreed to go to mediation.

4 56. As part of that agreement, the Parties entered into a stipulation where Defendant
5 agreed to informally produce time and payroll records for a random 20% sampling of PAGA
6 Employees. My office provided this data time to an outside expert and worked with expert to analyze
7 Defendant's time and payroll records for potential Labor Code violations including analyzing
8 Defendant's records for issues regarding the rate of potential meal period violations, issues
9 regarding rounding, whether Defendant was correctly compensating employees for overtime and
10 double time wages and whether Defendant's were correctly calculating employees regular rate of
11 pay.

12 57. Prior to mediation, in addition to a sampling of time and payroll records, Defendant
13 also produced the following information:

- 14 • The total number of employees through January 31, 2021,
- 15 • The number of current employees through January 31, 2021
- 16 • The number of former employees through January 31, 2021
- 17 • The number of pay periods at issue through January 31, 2021
- 18 • All Employee Handbooks in place during the PAGA Period
- 19 • All applicable stand-alone wage and hour policies in place during the PAGA Period
- 20 • Exemplar meal and rest premium request forms and meal period waiver forms
- 21 • My office did not request Defendant provide employees average hourly rate of pay
22 as the applicable penalty under PAGA would be the same regardless of employees
23 hourly wage.

24 58. My office thoroughly reviewed this discovery and worked with an outside expert to
25 review this data. Based on this review and analysis, my office was able to prepare an informed
26 assessment and analysis of Defendant's potential exposure. This investigation allowed my office to
27 act intelligently in negotiating the settlement.

28 59. The Parties extensively briefed their respective positions regarding the strengths and
weaknesses of Plaintiff's claims and provided their analyses to the mediator for his consideration.

1 The mediator helped the Parties debate the strengths and weakness of their respective positions and
2 reach a compromise despite their disputed evaluations of the case.

3 **Estimate of Defendant's Maximum Potential Exposure**

4 60. Prior to mediation Defendant estimated, there were approximately 2,154 employees
5 and approximately 32,793 pay periods through January 2021. Based on this figure, Plaintiff's
6 Counsel estimated there were approximately 36,033 pay periods at the time of mediation.

7 61. In conjunction with this information my office reviewed and analyzed an extensive
8 sampling of time records and payroll records and based on review of these records and the applicable
9 penalties at issue for each claim estimated Defendant's potential liability, with all claims adjudicated
10 in favor of Plaintiff, could potentially amount for more than \$25,560,675.00 in penalties arising
11 from the alleged Labor Code Violations.

12 **Risk-Based Analysis And Adjustments**

13 62. Although the investigation and information discovered supports Plaintiff's
14 contentions, Plaintiff and my office recognize that substantial barriers exist to actual recovery of
15 such penalties. Consideration of these risks factored into the decision to enter the Settlement at this
16 stage of litigation.

17 63. First, in order for Plaintiff to prevail at trial on his PAGA claims, he would have to
18 prove the underlying Labor Code violations, demonstrate that Aggrieved Employees suffered these
19 violations, and demonstrate that Defendant's conduct gives rise to penalties. Plaintiff's core
20 allegation is that Defendant systematically violated the California Labor Code by, *inter alia*, failing
21 to pay for all time worked, including minimum and overtime wages, failing to provide compliant
22 meal and rest periods and associated premiums, failing to timely pay wages during and upon
23 termination of employment, failing to provide accurate itemized wage statements, failing to
24 maintain accurate payroll records, and failing to reimburse business expenses and costs.

25 ***Meal Period Analysis***

26 64. Plaintiff and the state could potentially recover penalties for each pay period during
27 which Plaintiff or other Aggrieved Employees suffered a meal period violation for short, late, or
28 missed meal periods. Plaintiff's theory of liability was based upon Defendants' failure to provide

1 timely, full, and/or uninterrupted meal periods. Plaintiff argued that for at least a portion of the
2 PAGA Period Defendant failed to maintain a compliant meal period policy and that this failure
3 resulted in missed, late, and short meal periods.

4 65. My office also contended that Defendant's practices throughout the class period
5 were unlawful, required employees to perform work during their meal periods and interfered with
6 employees' rights to take meal breaks where they were completely relieved of their duties. My
7 office believed that given records demonstrating potential meal period violations and Defendant's
8 failure to pay meal period premiums associated with these claims constituted prima facie evidence
9 of the alleged meal period violations.

10 66. However, Defendant argued that it had in fact begun to implement California
11 specific meal period policies and provided my office with a stand-alone policy entitled "Meal and
12 Rest Break Policy for Non-Exempt Employees Working in California."

13 67. This policy purported to provide employees who work more than five hours in a day
14 a 30-minute meal period that would be made available before the end of employees fifth hour of
15 work and a second 30-minute meal period for employees working more than ten hours before the
16 beginning of the 10th hour of work. The policy also claimed that employees were relieved of all
17 duties during their meal period and that they would be permitted to leave the premises.

18 68. Defendant also provided my office with a "Meal Period & Rest Break Premium
19 Request and Authorization Form" that would permit employees to report missed meal and rest
20 breaks and seek premium payments.

21 69. While Plaintiff never received or signed either of these California specific policies
22 and does not believe these policies were implemented during the course of his employment,
23 Defendant's implementation of compliant policies and the presentation of these policies challenged
24 Plaintiff's theory of liability and raised the potential for individualized issues regarding why a meal
25 period was missed that could lead to this claim proving unmanageable.

26 70. Moreover, Defendant argued that its meal period policies and practices throughout
27 the class period were lawful. Defendant contended that to the extent that putative class members
28 failed to take their meal periods or took a short or late meal period, they did so voluntarily and that
investigation into why a meal period was missed, whether the employee had executed a meal period

1 waiver, and whether the policies and practices of outside organizations interfered with or
2 superseded Defendant's own practices, presented. highly individualized questions of fact would
3 render the trial of this claim unmanageable.

4 71. While my office disagrees with Defendant's arguments and factual contentions,
5 given the realities of the case, applicable case law and regulations, costs my office also
6 acknowledged there were real risks to obtaining the applicable penalties on these claims.

7 ***Rest Period Analysis***

8 72. Plaintiff could also seek penalties arising from Defendant's failure to provide the
9 PAGA Employees with compliant rest periods. Plaintiff contends that Defendants failed to provide
10 class members with timely, full, and uninterrupted rest periods due to pressures that put the
11 completion of employee job duties over employees right to receive a compliant rest break. Plaintiff
12 also contends that, for at least a portion of the PAGA period Defendant lacked a compliant written
13 rest policy and that this failure led to a failure by Defendant to authorize compliant rest breaks.
14 Plaintiff also alleges that he and other aggrieved employees were required to monitor phones and
15 other communications devices so that they were never completely relieved of their job duties.

16 73. In contrast, Defendants argued that its practices were lawful and that all employees
17 were provided an opportunity to take a rest period for every four hours worked or major fraction
18 thereof. Defendant maintained its employees were relieved of all duties during rest breaks, and
19 moreover that only a portion of employees were in the position that required to use of cell phones
20 or other communications devices.

21 74. Defendant also presented a California specific policy it claims to have implemented
22 to authorize s employees to take a paid 10-minute rest break for every four hours of work or major
23 fraction thereof, claims that employees are relieved of all duties during their rest periods, and
24 permits employees to leave the premises during rest breaks.

25 75. Moreover, as noted above Defendant presented a "California Meal & Rest Break
26 Authorization form" that permitted employees to report missed rest periods and provide additional
27 instructions and information for reporting missed rest periods.

28 76. As with Plaintiff's meal period claims, these documents and training were not
supplied to Plaintiff and are not believed to have been implemented throughout the PAGA Period.

1 However, Defendant argued that whether employees had received a compliant rest period, the
2 reasons why a putative class member failed to receive a compliant rest period, and whether such
3 rest period was waived raised individual issues that prevented the claims from being manageable
4 at trial.

5 77. Moreover, litigating rest period claims is also inherently difficult as an employer's
6 records, as is the case here, do not usually indicate when a rest period is short, late, interrupted or
7 missed entirely. Defendant argued that given this lack of records Plaintiff would be unable to
8 adequately prove the alleged damages trial. While Class Counsel disagree with Defendants'
9 arguments and factual contentions, there were significant risks associated with this claim.

10 ***Minimum Wage and Overtime Claims***

11 78. Plaintiff could seek applicable penalties for Defendant's failure to pay minimum
12 wages as well as separate penalties for Defendant's failure to pay overtime. Plaintiffs alleges that
13 Defendant failed to pay putative class members overtime and minimum wages as a result of
14 uniform policies, practices, and procedures, that required putative class members to perform work
15 during meal periods and before clocking-in and after clocking-out in order to complete heavy
workloads off-the-clock so they did not incur overtime.

16 79. Plaintiff and other aggrieved employees also received what Plaintiff believes were
17 non-discretionary bonuses, yet failed to incorporate these bonuses into employees regular rate of
18 pay for the purposes of calculating overtime. Plaintiff alleges that this failure resulted in unpaid
19 wages which would trigger applicable penalties that could be recovered under PAGA.

20 80. Defendant contended that its overtime policies and practices comply with the law
21 and that it paid putative class members over the minimum wage for all hours worked. Defendant
22 further contended that all employees were required to record all time worked and that Defendant
23 was not aware that any work had been performed off-the-clock. Defendant also argued that
24 individual liability issues predominate, including: (1) whether each employee worked off-the-
25 clock; (2) whether Defendant knew or should have known about each employee's off-the-clock
26 work; (3) whether each employee worked overtime; and (4) whether Defendant knew or should
27 have known that each putative class member performed overtime work. Moreover, given that these
28 claims were based on off-the-clock work not reflected in Defendant's time records, Defendant

1 argued that proving damages at trial would not be manageable. Defendant also contended that any
2 bonuses payments received were discretionary and moreover were not applicable to all PAGA
3 Employees. Plaintiff disagrees with these contentions but acknowledges that claims involving off-
4 the-clock work involve substantial challenges with establishing the manageability of such claims
5 at trial, demonstrating liability and proving damages.

6 ***Business Expense Claims***

7 81. Plaintiff contend that Defendants failed to reimburse Plaintiffs and other putative
8 class members for necessary business expenses including the use of their personal cell phones.
9 Defendant disputes that Plaintiff or any other PAGA Employees were required to make these
10 purchases or incur these expenses and moreover contends that Plaintiffs and other PAGA
11 Employees members never requested reimbursement from Defendant, and Defendant did not know
12 and had no reason to know that the alleged business-related expenses were incurred. Defendant
13 further contended that the reason for why certain employees undertook certain expenses, while not
14 others, and failed to receive reimbursement for certain expenses while not others, would raise
15 individual issues that could not be manageable at trial.

16 ***Derivative Penalties for Violations of Labor Code §203, 204, 1174(d) and 226(a).***

17 82. Plaintiff could potentially recover waiting time penalties, wage statement penalties,
18 and record keeping penalties derivative from the claims above based on Defendant's failure to pay
19 employees all wages due from off-the-clock work.

20 83. However, there were substantial risks associated with these claims. First, these
21 claims were derivative of Plaintiff's previous claims and if these claims were denied the underlying
22 claims would also fail. Moreover, following the filing of this action, the Court of Appeal held that
23 failure to pay meal premiums does not trigger derivative liability for waiting time penalties and
24 inaccurate wage statements, thereby eliminating Defendant's potential derivative liability for what
25 my office viewed as one of Plaintiff's stronger claims.

26 ***Additional Defenses Relating to PAGA Claims***

27 84. Although Plaintiff maintains that such wage and hour claims are amenable to
28 resolution as to a group of employees, many courts have found that the issues raised by Plaintiff,
including off-the-clock work, meal and rest period violations, and unreimbursed business expenses,

1 raise individualized issues that render a case unmanageable and unsuitable for adjudication as to a
2 large group of employees. Although California case law clearly states that PAGA actions need not
3 satisfy class action requirements, my office remained mindful of the fact that some courts have
4 nevertheless held that PAGA claims must meet a threshold “manageability” requirement and that
5 recent case law from the Court of Appeals has affirmed this requirement.

6 85. My office also anticipates that should the case proceed, Defendant will attempt to
7 challenge Plaintiff’s standing as an aggrieved employee and will deny that any of its other
8 employees, whom Plaintiff seeks to represent, are aggrieved. Indeed, some courts have taken an
9 approach requiring plaintiffs to establish standing and bifurcating discovery and/or trial of a PAGA
10 claim.

11 86. In addition to Defendant’s anticipated defenses, my office remained mindful of the
12 fact that PAGA gives the Court discretion to lower the penalties assessed if, based on the facts and
13 circumstances of the particular case, to do otherwise would result in an award that is
14 “unjust, arbitrary and oppressive, or confiscatory.” This is particularly true here in light of
15 Defendant’s efforts to implement compliant and California specific meal and rest policies.

16 87. My office also recognized that there was a significant risk that the Court would
17 decline to assess the cumulative penalties for the maximum number of potential violations, as a
18 significant portion of Defendant’s liability arises from claims that are largely predicated on
19 successful prosecution of Plaintiff’s meal period, rest period, and unpaid overtime and minimum
20 wage claims, and could therefore be considered duplicative by the court.

21 88. Further, my office recognized that, protracted litigation of PAGA claim would be an
22 expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and
23 damages, Plaintiff will be required to conduct additional extensive discovery, conduct numerous
24 depositions, request and analyze thousands of pages of documents, obtain employee contact
25 information, contact these employees, and obtain numerous declarations at great expense. Obtaining
26 the cooperation of current employees would also be difficult, given the likely reluctance to aid
27 prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be
28 able to obtain the cooperation of its employees. Moreover, even if Plaintiff prevailed at trial, possible
appeals could substantially delay any recovery by the employees and State of California. There is a

1 significant risk that Plaintiff could ultimately recover nothing for himself, other employees, or the
2 State.

3 89. Thus, while Plaintiff maintains that his PAGA claim is meritorious, my office took
4 into account the strengths and weaknesses of each side's respective positions in evaluating the
5 Defendant's likely potential exposure. First, taking into account the risk of maintaining the case on
6 a representative basis, arguments regarding manageability, and challenges to Plaintiff's status as an
7 aggrieved employee, my office discounted Defendant's estimated liability 50%. In consideration for
8 merits-based risk factors, including prevailing at trial, my office discounted Defendant's estimated
9 liability an additional 50%. Finally, given the discretionary nature of PAGA penalties, the likelihood
10 that these potential penalties could be severely reduced by the Court's decision to decline to stack
11 such penalties, and the fact that Defendant had potential arguments that the imposition of such
12 penalties would be arbitrary and oppressive, my office discounted Defendant's estimated liability
13 by an additional 66%. This resulted an adjusted estimated liability of \$2,108,775.69

14 **Policy Considerations and Prior Settlements**

15 90. My office was also mindful of the fact that PAGA is fundamentally not intended to
16 be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws
17 by financing state activities and educating and deterring non-compliance.

18 91. After considering this multitude of factors, Plaintiff and my office concluded that it
19 was in the best interest of the State of California and the Aggrieved Employees to enter into the
20 Settlement. The overall relief obtain by the Settlement is significant, not only from a monetary
21 perspective, but also because it fulfills the public policy objectives of PAGA – to promote
22 enforcement of California's labor laws, provide funds to the state, and deter future non-compliance
23 by Defendant.

24 92. Moreover, the Settlement is well-within the range of settlements of PAGA claims
25 approved by Courts including PAGA Settlements approved by the Los Angeles Superior Court: *see*
26 *e.g. Elwell v. SAP America, Inc.*, Los Angeles Superior Court, Department 62, Case No. BC711495
27 (January 29, 2020)(approving PAGA Settlement with Gross Settlement Amount of \$875,000 based
28 on 30,177 pay periods, awarding \$10,000 enhancement payment, and awarding attorneys' fees of
35% the Gross Settlement Amount)

1 93. Thus, taking into consideration both the potential value of the PAGA claim, the
2 significant risks associated with continued litigation, and the underlying objective of PAGA, I
3 submit that the Settlement presented herein is fair, reasonable, and adequate.

4 **PLAINTIFF'S COUNSEL'S FEES**

5 94. My office seeks approval of attorneys' fees in the amount of \$700,000.00, which is
6 one-third of the Maximum Settlement Amount, as set forth on and agreed to as part of the
7 Settlement. This percentage award is commensurate with: (1) the economic risk my office took in
8 commencing this action on a contingency basis knowing that there would likely be a long battle
9 with a premier defense firm; (2) the time, effort and expense dedicated to the case; (3) the skill and
10 determination we have shown; (4) the results we have achieved through the litigation; and (5) the
11 value of the settlement we have secured for the State of California and PAGA Employees.

12 95. Protection Law Group is a small law firm specifically devoted to the representation
13 of employees against employers in California involving claims relating to violations of the
14 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
15 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records. The
16 practice of employment law is a very specific, narrow field which requires diligence in an ever-
17 evolving field of substantive and procedural law. The significant time and attention spent on this
18 case meant we could not spend time on other cases or clients.

19 96. As discussed above, my office undertook extensive investigation, analysis, and
20 research prior to filing the lawsuit and during litigation and mediation. This included attending
21 client meetings, attending hearings with the Court, conducting legal research on unanticipated and
22 remote legal defenses, drafting the stipulations necessary to attend mediation, drafting a *Belaire-*
23 *West* Notice to send to the PAGA Employees, participating in case strategy and analysis, and
24 drafting, reviewing, and revising pleadings. My office conducted extensive informal discovery,
25 researched defenses raised by Defendant, investigated Defendant's policies, practices, and
26 procedures, reviewed hundreds of documents, and analyzed a substantial sampling of time and
27 payroll data before attending a full day mediation. My office also spent significant time drafting
28 and revising the Settlement presented to the Court. A settlement was finally achieved despite all of
the obstacles that had to be overcome, because my office used our complex wage-and-hour

1 litigation experience and skills to obtain the Settlement.

2 97. In addition to the time and effort required, this matter also required substantial skill
3 to successfully litigate. Defendant retained well-respected counsel and vigorously denied liability.
4 Indeed, Defendant and its Counsel felt strongly about Defendant's ability to prevail and challenged
5 Plaintiff's ability to proceed on a representative basis. Indeed, the unique nature of Defendant's
6 operations including the fact that the majority of Defendant's California based workforce were
7 contracted out to perform work for Defendant's clients, created substantial challenges to the case
8 including the potential manageability of the Action

9 98. My office was able to overcome this hurdle by pointing out the uniform practices
10 across Defendant's employees and why they believed penalties could still be recovered on this
11 basis. While these barriers may have discouraged other less experienced counsel, or prevented
12 recovery by other attorneys Plaintiff's Counsel were able to use the experience and skills gained
13 litigating similar matters to reach a settlement.

14 99. My office was also required to review and analyze a tremendous amount of data to
15 determine Defendant's underlying practices and liability. This was a complex process that took
16 consider time, energy, and knowledge. This complicated analysis required substantial skill but
17 Plaintiff's Counsel were able to successfully navigate these challenges because of their extensive
18 experience in complex wage and hour litigation. Moreover, the elongated process of ensuring that
19 the terms of the Settlement were fair took unique skills by counsel well-versed in the state of the
20 law regarding PAGA settlements, defense counsel and the appropriateness of the terms for this
21 settlement. This settlement, against experienced defense counsel, and despite the existence of
22 several strong defenses, was made possible through my firm's skill and reputation in complex wage
23 and hour litigation.

24 100. The Settlement represents a fair resolution of this case given the risks inherent in
25 litigating it through trial and possible appeals. As discussed at length above, although I believe that
26 Plaintiff would prevail at trial, a number of risks reduced value of the case. Had the case not settled,
27 Defendant would have vigorously challenged manageability and liability, and sought drastic
28 reduction in the amount of any penalties assessed. Preparing the case for trial would have been
extraordinarily expensive and risky proposition. Despite these challenges, Defendants agreed to

1 pay a Maximum Settlement Amount of \$2,100,000.00, which is an outstanding result for a
2 settlement limited to PAGA claims and compares extremely favorably to other settlement approved
3 by the Court which provided a more limited recovery per pay period. *See e.g. Elwell v. SAP America,*
4 *Inc.*, Los Angeles Superior Court, Department 62, Case No. BC711495 (January 29,
5 2020)(approving PAGA Settlement of \$875,000 based on 30,177 pay periods)

6 101. Additionally, this case was litigated on a purely contingent basis. Had my office been
7 unsuccessful, the time devoted to the case would have been for naught, and my office would not
8 recover any fees or any reimbursement of expenses. My office has borne all of the risks and costs
9 of litigation, and will not receive any compensation until recovery is obtained in this case. If the
10 Covid-19 crisis has made one thing clear, it is that economic uncertainty can arise swiftly and for
11 reasons beyond any parties' control. These are the types of risks Plaintiff's Counsel took in deciding
12 to litigate this matter on a contingent basis and this risk is a relevant factor when considering the
13 reasonableness of the requested fee.

14 102. Plaintiff has agreed to a fee of one-third the Maximum Settlement Amount. The
15 Settlement Agreement and this motion requesting these fees will also be submitted to the LWDA
16 concurrently with the filing of this motion. I am aware that the common and acceptable rate for
17 representation in complex wage and hour litigation is normally twenty-five (25) to thirty-five (35)
18 percent. A fee of one-third is appropriate here because of the excellent result achieved for the State
19 of California and PAGA Employees despite the substantial risks described above, including the risk
20 that Plaintiff and the State could ultimately recover nothing at all.

21 103. While it proper and common to request a fee award based on a percentage of the
22 common fund, the fee request is also justified under a simple lodestar analysis.

23 104. Including myself, Protection Law Group currently includes seven attorneys, all of
24 whom actively and continuously represent plaintiffs in employment class actions and representative
25 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in various
26 Federal courts. Because of the unique history and nature of our practice, all of the attorneys at
27 Protection Law Group have a high level of knowledge and experience in labor and employment
28 law. Besides myself, the following attorneys at Protection Law Group spent substantial time
working on this matter

- 1 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
2 Nayebdadash, received his Bachelor of Arts degree from University of California,
3 Los Angeles in 1998 and a Juris Doctor degree from Pepperdine University School
4 of Law in 2003. He was admitted to practice law in California in November of 2004,
5 and has been admitted to practice in all federal district courts in the State of
6 California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash worked
7 at Littler Mendelson, P.C., the largest labor and employment law firm in the United
8 States. In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since
9 the inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his
10 practice on the representation of employees against employers in California. Mr.
11 Nayebdadash has extensive experience in all aspects of employment litigation, with
12 a focus on wage and hour class and representative action, including, but not limited
13 to taking and defending depositions, briefing and arguing motions, preparing for
14 class certification, negotiating complex wage and hour settlements, trial and appeal.
- 15 b. S. Emi Minne – (Former) Senior Counsel for Protection Law Group, LLP. Ms. Minne
16 received her Bachelor of Arts degree from University of California, Los Angeles in
17 2001 and a Juris Doctor degree from UCLA School of Law in 2007. She was
18 admitted to practice law in California in December of 2007, and has been admitted
19 to practice in all federal district courts in the State of California. Since being admitted
20 to California State Bar, Ms. Minne’s practice has focused exclusively on the
21 representation of employee plaintiffs, with a particular expertise in management of
22 complex wage and hour class and representative actions. Ms. Minne has extensive
23 experience in all aspects of litigation including, but not limited to taking and
24 defending depositions, briefing and arguing motions, preparing for class
25 certification, and oversight of complex wage and hour settlements. She is currently
26 responsible for supervising a team of attorneys at Protection Law Group.
- 27 c. D. Luke Clapp (Associate) – Senior Associate at Protection Law Group, LLP. Mr.
28 Clapp received his Bachelor of Arts degree from Macalester College in 2010, and a
Juris Doctor degree from Indiana University Maurer School of Law in 2015. He was

1 admitted to practice law in California in December of 2015 and has also been
2 admitted to the Central District of California. Since being admitted to California
3 State Bar, Mr. Clapp's practice has focused on the representation of employee
4 plaintiffs in complex wage and hour class and representative actions. Mr. Clapp has
5 extensive in briefing and arguing motions, managing written discovery, preparing for
6 class certification, and drafting mediation briefs and complex wage and hour
7 settlements.

8 105. My billing rate and the actual rate I charge clients on an hourly basis during the time
9 period involved in this matter ranged from \$750 per hour to \$800 per hour. My partner, Amir
10 Nayebdadash's billing rate and the actual rate he would charge clients on an hourly basis during
11 the time period involved in this matter ranged from \$650 per hour to \$700 per hour. When Ms.
12 Minne was employed by Protection Law Group during this period she billed either at \$600 per hour
13 or \$650 per hour. Luke Clapp an associate with Protection Law Group and has current billing rates
14 of \$400 per hour and a billing rate during 2020 of \$350 per hour. While the overwhelming majority
15 of my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained
16 on an hourly basis to handle employment-law related issues.

17 106. Based on my familiarity with prevailing market rates for work of similar complexity
18 in California, including my extensive involvement in fee application work on my own behalf and
19 on behalf of others, I believe these rates are in line with the prevailing market rate for work of
20 similar complexity performed by attorneys of similar skill and experience. I have extensive
21 knowledge of the prevailing hourly rates in the community for work of similar nature and
22 complexity to the work in this case. My experience and knowledge in this regard comes from a
23 variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
24 familiarity with fee application orders in other cases; and (c) my independent research and
25 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
26 with rates charged in other law firms; and (d) my independent reading and research regarding law
27 firm billing rates.

28 107. Prior to and since the commencement of this action, Protection Law Group, LLP
has spent a total of 394.4 hours litigating this case. Attached hereto as "**Exhibit 3**" are billing

1 records detailing the estimated hours spent on the different tasks associated with this matter by my
2 firm and my counsel. This provides an estimated lodestar value of approximately \$281,695.00.

3 108. Further, I believe the use a multiplier of approximately 2.48 is appropriate in
4 conjunction with the estimated lodestar value.

5 109. Based on my experience multipliers up to four times the estimated lodestar value of
6 a case is commonly awarded by both California and Federal Courts. *See e.g., Wershba v. Apple*
7 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (noting that multipliers “can range from 2 to 4
8 or even higher.”) (disapproved on other grounds).

9 110. Here, as noted above, this matter was litigated on a contingency basis, meaning that
10 my office and co-counsel bore all the risks should these matters have failed and still bears the risk
11 the risk of taking whatever actions are necessary if Defendants fail to pay. This risk is particularly
12 acute in light of the broad economic uncertainty facing many businesses as a result of the Covid-
13 19 pandemic.

14 111. This matter also precluded other work that my firm may have taken on. My office
15 committed substantial time and resources to litigating this matter that were unable to be directed to
16 other matters that may have been less risky.

17 Further, despite being litigated on a contingent basis, this Action was very risky and involved
18 analysis and investigation in a complex and ever evolving field of law. Indeed, the law surrounding
19 the litigation of PAGA Actions and PAGA claims is constantly changing *see e.g. Wesson v. Staples*
20 *the Office Superstore, LLC*, 68 Cal.App.5th 746 (2021) and has required counsel to keep abreast of
21 ongoing appellate issues and address the hurdles and challenges presented by this unsettled area of
22 law.

23 112. This litigation also required substantial investigation in order to determine whether
24 Defendant’s unique position supplying temporary employees to outside clients would present
25 unmanageable issues or whether these difficulties could be overcome. The case also required
26 complex data analysis to determine Defendant’s underlying practices, and required Plaintiff’s
27 Counsel to address challenging issues with respect to Defendant’s underlying meal and rest claims,
28 and the alleged off-the-clock work.

113. Given the complex nature of these claims, and the ever-evolving nature of the law

1 related to PAGA, I believe many attorneys would have been unprepared to litigate these claims and
2 unable to obtain the substantial settlement secured by my office. My office has devoted itself to
3 pursuing and understanding these types of complex wage and hour cases and were able to
4 successfully litigate this matter despite risks that may have dissuaded other counsel from pursuing
5 this case.

6 114. I believe that the efforts of my office have resulted in substantial benefits to both
7 the State and the PAGA Employees, and have helped achieve the underlying purpose of PAGA in
8 deterring future violations and recovering penalties that would otherwise have gone unremedied.
9 Through the efforts of Plaintiff and my office, a fair and reasonable resolution has been reached
10 that includes a settlement payment by Defendant of \$2,100,000.00. The \$700,000.00 in fees
11 provided for in the Settlement is therefore reasonable given the result achieved.

12 **PLAINTIFF'S COUNSEL'S COSTS**

13 115. To date, Plaintiff's Counsel has borne all risks and costs of litigation and will not
14 receive any compensation until recovery is obtained by Plaintiff, the State of California and the
15 PAGA Employees. Protection Law Group has and will incur approximately \$12,094.18 in costs
16 and litigation expenses. This includes \$11,744.18 in current costs and an additional \$350.00 in
17 anticipated future costs necessary to complete this matter. Plaintiff's future costs include (1) the
18 costs and attorney service fees associated with the filing of this motion and the supporting
19 documents; (2) the costs of attending the PAGA Approval Hearing; and (3) costs associated with
20 filing declarations regarding settlement disbursement after the Settlement is approved. A true and
21 correct copy of a costs sheet detailing the various costs incurred in this matter is attached hereto as
22 "Exhibit 4".

23 **PAGA REPRESENTATIVE PAYMENT**

24 116. Here, the requested \$5,000.00 payment to Plaintiff Fernando Salguero is justified.
25 This amount is justified because of the extensive time Plaintiff spent and the assistance he has
26 provided to my office. Plaintiff has been intimately involved in the prosecution of this action and
27 served as an indispensable resource to my office. Plaintiff has taken actions throughout the
28 litigation to protect the interests of the State of California and the PAGA Employees. Plaintiff
provided valuable information regarding allegations, kept himself informed of the developments in

1 this Action, and participated in decisions concerning the case.

2 117. My office reached out to Plaintiff on multiple occasions including leading up with
3 the filing of this action and after this action had been filed. My offices discussions with Plaintiff
4 were instrumental to our investigation into the alleged claims, how Defendant's policies and
5 practices were actually implemented and the various difficulties faced by Plaintiff and other
6 employees.

7 118. When we received additional information in advance of mediation, my office
8 contacted Plaintiff who was able to help my office prepare for mediation and discuss the mediation
9 process. Plaintiff also made himself available during the mediation and was able to help provide
10 additional facts during the mediation process in order to push back on the claims asserted by
11 Defendant and help drive the settlement negotiations forward.

12 119. In addition to the considerable time spent discussing his work with Defendant with
13 my office, Plaintiff also spent time looking for documents he received during his employment with
14 Defendant. This information and the documentation was instrumental in jump starting my offices
15 investigation into the alleged claims and in establishing the alleged wage and hour violations.
16 Indeed, the recovery provided for in the Settlement Agreement would have been impossible to
17 obtain without Plaintiff's participation.

18 120. Additionally, Plaintiff faces actual risks with respect to his future employment by
19 putting himself on public record in an employment lawsuit. As this Court is aware, prospective
20 employers conduct searches on job applicants. One type of search is to learn about applicants'
21 litigation history. These searches are easy to run on the internet and relatively inexpensive.

22 121. As a result of Plaintiff's actions, the State of California and approximately 2,154
23 PAGA Employees will recover from the Settlement, receiving penalties for wage violations they
24 may have never known of or been willing to pursue on their own and the State of California will
25 recover more than a million dollars in potential penalties it would otherwise not have been equipped
26 to recover on its own.

27 122. As such, Plaintiff did more than simply lend his name for the lawsuit, and I believe
28 he deserves the requested PAGA Representative Payment of \$5,000.00.

THE NOTICE TO THE PAGA EMPLOYEES SHOULD BE APPROVED

1 123. Although not required by statute, the Parties have prepared a Notice to send to the
2 PAGA Employees along with their individual shares of the PAGA Payment. The Notice shall be
3 sent to the PAGA Employees in English and Spanish and includes information regarding this Action,
4 the Settlement, the PAGA Employee's Individual Pay Periods, the PAGA Employee's share of the
5 PAGA Payment, and the scope of the PAGA Released Claims. A true and correct copy of this Notice
6 is attached to the Settlement Agreement as **Exhibit A**.

7 **SETTLEMENT ADMINISTRATION**

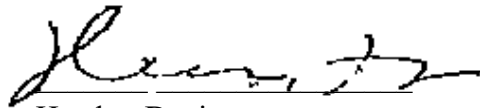
8 124. Following the mediation, my office obtained a quote from ILYM Group Inc. to
9 administer this settlement for an amount not to exceed nineteen thousand nine hundred ninety and
10 Zero Cents (\$19,990.00). Attached as **Exhibit 5** is a true and correct copy of the quote from ILYM.

11 **SUBMISSION OF THE SETTLEMENT TO THE LWDA**

12 125. On December 22, 2021, my office submitted a copy of the fully executed Settlement
13 Agreement to the California Labor and Workforce Development Agency via online filing at
14 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true
15 and correct copy of an email confirming submission of the Settlement to the LWDA on December
16 22, 2021, is attached hereto as **Exhibit 6**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed on December 22, 2021.

20
21
22
23
24
25
26
27
28


Heather Davis

EXHIBIT 1



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Fernando Raul Salguero v. Collabera Inc.

Dear Representative:

This office represents Fernando Raul Salguero (“**Mr. Salguero**”) with respect to his claims against Collabera Inc. (“**Employer**”) for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Salguero from approximately October 8, 2018 to April 29, 2019, as an hourly, non-exempt employee. During his employment with Employer, Mr. Salguero was employed as a Field Tech at Employer’s worksite at 1977 S. Sepulveda Boulevard, Los Angeles, California 90025. Employer is staffing solutions company with offices and worksites throughout the state of California.

Mr. Salguero intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“**PAGA**”). Mr. Salguero is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Mr. Salguero’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the Industrial Welfare Commission Wage Orders (“**IWC Wage Order**”) including *inter alia*, IWC Wage Order Nos. 4 and 9. The claims made on behalf of Mr. Salguero and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Salguero and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880

www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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First, Employer regularly required Mr. Salguero and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Salguero and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Salguero and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Salguero and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Salguero and Aggrieved Employees to perform work off-the-clock without compensation, Employer failed to accurately record the actual time worked by Mr. Salguero and Aggrieved Employees, which resulted in a failure to pay Mr. Salguero and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Salguero and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Salguero and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order Nos. 4 and 9 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 4 and 9; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Salguero and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Salguero and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Salguero and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Salguero and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Salguero and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Salguero and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Salguero and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Salguero and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Salguero and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Salguero and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included monitoring and responding to telephone calls, communication devices, and responding to in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Salguero and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Salguero and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos. 4 and 9 and California Labor Code sections 226.7(a), 512(a) and 1198.

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 4 and 9; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Salguero and Aggrieved Employees take legally-compliant 10-minute periods. Employer required Mr. Salguero and Aggrieved Employees to work through rest periods. Mr. Salguero and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Salguero and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Salguero and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Salguero and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Salguero and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Salguero and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Salguero and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Salguero and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, communication devices, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Salguero and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Mr. Salguero and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos. 4 and 9 and California Labor Code sections 226.7(a), and 1198.

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 4 and 9; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because [Mr. Salguero and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Salguero and Aggrieved Employees never included the actual hours worked, the actual gross wages earned, and the correct rates of pay, inclusive pay period dates, and the name and address of the legal employer. Accordingly, Employer violated California Labor Code section 226(a).



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Salguero and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order Nos. 7 and 9 and California Labor Code sections 1198.5 and 1174(d).

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 7 and 9; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order Nos. 7 and 9 require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Salguero and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, the use of their personal cell phones for work-related purposes.

Accordingly, Employer violated IWC Order Nos. 7 and 9 and California Labor Code sections 2800 and 2802.

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 7 and 9; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Salguero and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Salguero and Aggrieved Employees to work off-the-clock without compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Salguero and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to



136 Main St., Suite A
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

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them upon termination of their employment. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Salguero and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Salguero may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash

Notice provided to Employer via Certified Mail (7019 1120 0002 3020 3025)

Collabera Inc.
Agent for Service of Process – XL Corporate Services, Inc.
720 14th St.
Sacramento, CA 95814

Notice provided to Employer via Certified Mail (7019 1120 0002 3020 3056)

Collabera Inc.
110 Allen Rd.
Basking Ridge, NJ 07920

Exhibit 2

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Fernando Salguero ("Plaintiff"), on behalf of himself and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the "PAGA Employees" further defined below), and Defendant Collabera, Inc. ("Defendant") (collectively 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 (this "Settlement") Capitalized terms as used herein shall have the meanings set forth in Section II(A) or as defined elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on March 18, 2020, Plaintiff notified the Labor Workforce Development Agency ("LWDA") of his intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA");

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code;

WHEREAS, the LWDA took no action in response to Plaintiff's notice;

WHEREAS, on May 26, 2020, Plaintiff commenced the Action by filing a Representative Action against Defendant alleging PAGA claims on behalf of the State of California, himself, and other allegedly-aggrieved employees;

WHEREAS the PAGA claims allege violations of California Labor Code sections 201, 202, 203, 204, *et seq.*, 204(a), 204(d), 210, 218, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 226.7(a), 510, *et seq.*, 510(a), 510(b), 512, 512(a), 558, 1174, 1174(c), 1174(d), 1174.5, 1194, *et seq.*, 1194(a), 1197, 1197.1, 1198, *et seq.*, 1198.5, 1199, 2698, *et seq.*, 2699, *et seq.*, 2699(a), 2699(f)(2), 2699(g)(1), 2699.3, 2699.3(a), 2699.5, 2800, 2802, 2802(a), CCR § 11010, and IWC Wage Orders No. 4, 7 and 9, related to payment of minimum wages, overtime wages, providing meal and rest periods, timely payment of wages during employment, timely payment of final wages, issuance of wage statements and accurate record keeping;

WHEREAS, during the course of the litigation the Parties engaged in informal discovery and exchange of additional information to prepare for a mediation;

WHEREAS, on April 26, 2021, the Parties participated in a private mediation with mediator Jeffrey A. Ross, with respect to the PAGA claims;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the remaining PAGA Claims in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement and Release;

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 ***Fernando Salguero v. Collabera, Inc.***, Superior Court State of California, County of Los Angeles, Case No. 20STCV19946.

2. “Aggrieved Employee List” means the Microsoft Excel spreadsheet containing the following information for each PAGA Employee: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Pay Periods worked as a non-exempt employee of Defendant in the State of California during the PAGA Period; and (7) any other information, including the Pay Period Value per the calculation in Section C(13) below, required by the Settlement Administrator in order to effectuate the terms of this Settlement.

3. “Attorney’s Fees” means such attorney fees as the Court may award to Plaintiff’s Counsel for the services they have rendered and will render to the PAGA Employees in the Action, and which shall not exceed Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00).

4. “Attorney’s Costs” means such litigation costs as the Court may award to Plaintiff’s Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of this Settlement, and which shall not exceed Thirty-Thousand Dollars and Zero Cents (\$30,000.00).

5. “Complaint” means the complaint filed in this Action.

6. “Defense Counsel” means Rebecca Aragon of Littler Mendelson, P.C.

7. “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, “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 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 passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement 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 is affirmed. In the event that: (i) the Court does not approve this Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement and Release, 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, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.

8. “Maximum Settlement Amount” means the maximum potential value of this Settlement, which is Two Million One Hundred Thousand Dollars and Zero Cents

(\$2,100,000.00). The Maximum Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement, including: (1) Payments to the PAGA Employees of their share of the Net Settlement Amount (defined below); (2) Plaintiff Counsel's Attorneys' Fees; (3) Plaintiff Counsel's Attorney's Costs; (4) Settlement Administration Costs; (5) Plaintiff's Incentive Payment, and (6) the Payment to the LWDA of its share of the Net Settlement Amount (defined below).

The Maximum Settlement Amount is based on Defendant's representation that the PAGA Employees worked a total of 32,793 Pay Periods through January 31, 2021. This Pay Period data through January 31, 2021 was provided to Plaintiff within a 10% margin of error. Should the qualifying Pay Periods worked by the PAGA Employees through January 31, 2021 ultimately be determined to be more than 10% above 32,793 Pay Periods, only then will the following escalator clause be triggered: Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked through January 31, 2021 by the PAGA Employees above 10% (the "Escalator Clause") (if not, then the Escalator Clause will not be triggered). For example, if the number of Pay Periods increases by 11% to 36,400 Pay Periods through January 31, 2021, the Maximum Settlement Amount will increase by 1%.

9. "Individual Settlement Share" means each PAGA Employee's *pro rata* share of the PAGA Employee Fund as calculated pursuant to Section C(13), below.

10. "Net Settlement Amount" means the Maximum Settlement Amount *minus* the sum of: (1) Plaintiff Counsel's Attorney's Fees, (2) Plaintiff Counsel's Attorney's Costs, (3) Plaintiff's Incentive Payment, and (4) the Settlement Administration Costs. The LWDA will be paid 75% of the Net Settlement Amount and the remaining 25% of the Net Settlement Amount will be paid to the PAGA Employees and that amount shall be referred to as the PAGA Employee Fund as defined in paragraph 13, below.

11. "Notice" means the form of notice that will be sent to each PAGA Employee accompanying their Individual Settlement Shares, which shall be substantially in the form attached hereto as **Exhibit A**. The Notice shall list the amount of Pay Periods worked by each PAGA Employee during the PAGA Period and, applying the Pay Period Value, the estimated Individual Settlement Share each PAGA Employee will receive. The Notice shall be mailed to PAGA Employees in conjunction with the check of each PAGA Employee's share of the PAGA Employee Fund.

12. "PAGA Employees" means all current and former non-exempt employees of Defendant who worked in the state of California from March 22, 2019 through May 28, 2021.

13. "PAGA Employee Fund" means the remaining 25% of the Net Settlement Amount that will be paid to the PAGA Employees.

14. "PAGA Period" is from March 22, 2019 through May 28, 2021.

15. "Pay Period" means any pay period in which a PAGA Employee worked at least one day.

16. "Plaintiff's Counsel" means Heather Davis and Amir Nayebdadash of Protection Law Group, LLP.

17. "Plaintiff's Incentive Payment" means such incentive payment as the Court may award to Plaintiff for his participation in the Action, and which shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

18. "Released Claims" means all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, himself and the PAGA Employees, based on the facts, theories, primary rights, statutory or other legal grounds referenced in or alleged in the Complaint and Plaintiff's PAGA letter dated March 18, 2020 to the LWDA ("PAGA Letter"), including but not limited to: (a) penalties pursuant to Labor Code Section 201, 202, 203, 204, et seq., 204(a), 204(d), 210, 218, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 226.7(a), 510, et seq., 510(a), 510(b), 512, 512(a), 558, 1174, 1174(c), 1174(d), 1174.5, 1194, et seq., 1194(a), 1197, 1197.1, 1198, et seq., 1198.5, 1199, 2698, et seq., 2699, et seq., 2699(a), 2699(f)(2), 2699(g)(1), 2699.3, 2699.3(a), 2699.5, 2800, 2802, 2802(a), CCR § 11010, and IWC Wage Orders No. 4, 7 and 9; (b) attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; and (c) any other PAGA penalties based on the facts or theories alleged in the Complaint or PAGA Letter.

19. "Released Parties" means Collabera, Inc. as well as its predecessors, merged entities, parents, subsidiaries, affiliates, related organizations, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents, and each of their past, present, and future, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers, and reinsurers.

20. "Settlement Administrator" means ILYM Group, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement subject to the negotiations of terms with the ILYM Group. The Parties each represent that they do 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.

21. "Settlement Administration Costs" means that the Parties will obtain a not-to-exceed quote from ILYM Group for Settlement Administration Costs. The Settlement Administration Costs shall be paid out of the Maximum Settlement Amount. The Settlement Administration Costs will not exceed \$19,990.00. To the extent the Court awards payments of Settlement Administration Costs in an amount that is less than the amount stated herein, the remainder shall become part of the Net Settlement Amount.

22. "Settlement Approval Order and Judgment" means the Settlement Approval Order and Judgment that will be entered by the Court, which shall be substantially in the form attached hereto as **Exhibit B**.

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

24. "Void Date" means the 181st day after issuance of Individual Settlement Share checks to PAGA Employees, upon which the Individual Settlement Share 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 specifically denies all of the allegations in the PAGA Letter, and Complaint. This Settlement Agreement and Release is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and Release and no documents referred to herein and no action taken to carry out this Settlement Agreement and Release 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. Defendant maintains that it is participating in this Settlement to avoid the expense, inconvenience and delay of further litigation.

2. Maximum Settlement Amount Components. Provided that the Court approves this Settlement and the Effective Date occurs, Defendant will pay the Maximum Settlement Amount of Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00). 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 and Release shall be paid out of the Settlement Fund Account.

- a. Attorney's Fees. In full satisfaction of all claims Plaintiff may have for Attorney's Fees arising out of the Action, the Parties agree that Defendant agrees not to oppose an application for Attorney's Fees of up to one-third (33.33%) of the Maximum Settlement Amount or Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) subject to Court approval. Defendant agrees not to oppose Plaintiff's application for Attorney's Fees not to exceed this sum. The Attorney's Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Maximum Settlement Amount. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement 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. Plaintiff may appeal the Court's order on Attorney's Fees so long as, other than the timing of the disbursements of the settlement proceeds, the appeal will not affect the remaining terms of this Settlement and this Settlement Agreement and Release.
- b. Attorney's Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Defendant will not oppose an application for Attorney's Costs of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) subject to Court Approval. 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 and will be paid only from the Maximum Settlement Amount. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement 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.

Plaintiff may appeal the Court's order on Attorney's Costs so long as, other than the timing of the disbursements of the settlement proceeds, the appeal will not affect the remaining terms of the Settlement and this Settlement Agreement and Release.

- c. Settlement Administration Costs. The Parties agree the Settlement Administrator will be ILYM Group Inc. who has provided an estimated cost for settlement administration not to exceed \$19,990.00. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Maximum Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.
- d. Plaintiff's Incentive Payment. The Parties agree that Defendant will not oppose Plaintiff's request for an Incentive Payment of Five Thousand Dollars and No Cents (\$5,000.00). The Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a PAGA Employee. Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount.
- e. Payment to the LWDA. The Parties agree that seventy-five percent (75%) of the Net Settlement Amount (which is currently estimated to be \$1,008,757.50 and which will be increased by seventy-five percent (75%) of any un-awarded Attorney's Fees, Attorney's Costs, Plaintiff's Incentive Payment and Settlement Administration Costs which are to be added back to the Net Settlement Amount under the terms of this Settlement Agreement and Release) – will be paid to the LWDA. The remaining twenty-five percent (25%) of the Net Settlement Amount (which is currently estimated to be \$336,252.50) and which will be increased by twenty-five percent (25%) of any un-awarded Attorney's Fees, Attorney's Costs, Plaintiff's Incentive Payment and Settlement Administration Costs which are to be added back to the Net Settlement Amount under the terms of this Settlement Agreement and Release– will be paid to all PAGA Employees pursuant to the calculation method set forth in Section C(13), below.

3. PAGA Employees' Release. Upon the remittance of the Maximum Settlement Amount by Defendant to the Settlement Administrator, Plaintiff, on behalf of himself, the State of California, and all PAGA Employees, releases the Released Parties from the Released Claims. This release shall be effective for the period from March 18, 2019, through the date of Settlement approval by the Court (the "Settlement Period"). PAGA 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, PAGA Employees shall be deemed to have, and by operation of the Settlement Approval Court 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. PAGA Employees may 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 PAGA Employees regarding the Released Claims. However, other than as to Plaintiff, this Settlement shall not impact PAGA Employees ability to assert Labor Code claims other than PAGA claims, including claims for unpaid wages. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and

Cardenas v. McLane Foodservice, Inc. (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Employee who are eligible to receive a payment of the Individual Settlement Share of the Net Settlement Amount shall be deemed to have released the Released Claims regardless if the check is cashed or not.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement and Release, Plaintiff's Counsel will prepare all papers needed for Court approval of this Settlement ("Settlement Approval"). The Parties agree to cooperate to promote participation in this Settlement and in seeking Court approval of this Settlement, including working cooperatively to address any questions raised by the Court and making any amendments required by the Court. Defendant further agrees that it will not oppose Plaintiff's motion for approval of this Settlement, but reserves the right to file briefing, if clarification is needed and the Parties are unable to resolve their differences concerning same prior to Plaintiff's filing of the motion for settlement approval. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for approval. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement and Release to the Court and will request that the Court issue a Settlement Approval Order and Judgment (substantially in the form of the proposed Settlement Approval Order and Judgement attached hereto as **Exhibit B**) approving and incorporating by reference the terms and conditions of the Settlement Agreement and Release. Plaintiff will also promptly submit the Settlement Agreement and Release to the LWDA as required by the PAGA statute. 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 and Release. Defendant shall not oppose the application to be made for Attorney's Fees and Costs consistent with Paragraphs 2(a), (b) and 8.

2. No Right of PAGA Employees to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from this Settlement. Except as otherwise stated, the Parties will vigorously defend against any attempt by any PAGA Employee to intervene in this matter or object to/opt-out of this Settlement.

The Parties agree that the settlement of this Action will not be final until any pending or threatened attempt to intervene is fully resolved. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of this Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Settlement Approval Order and Judgment.

3. LWDA Notice. Pursuant to California Labor Code § 2699(f), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of his motion for Settlement Approval confirming that he has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(f).

4. Judgment and Continued Jurisdiction. After entry of the Settlement 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 this Settlement; (b) matters relating to the administration of this Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement and Release.

5. Settlement Administrator. Upon approval of the Court, ILYM Group will be retained 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 Shares; preparing, printing, and mailing the Individual Settlement Share checks and accompanying Notice to PAGA Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and Release and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of this 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 PAGA 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.

6. Aggrieved Employee List. No later than thirty (30) calendar days after the date on which the Court enters the Settlement Approval Order and Judgement, Defendant shall provide the Settlement Administrator with a Microsoft Excel spreadsheet containing the following information for each PAGA Employee: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Pay Periods worked during the PAGA Period; and (7) any other information, including the Pay Period Value per the calculation in Section C(13), below. This is a material term of this Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void this Settlement. The Aggrieved Employee List (including all Individual Settlement Share calculations) shall be used solely for the administration of this Settlement and for no other purpose, and shall not be shared with Plaintiff's counsel or any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA 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.

7. Funding of this Settlement. Within fourteen (14) court days following the Effective Date, Defendant shall fund this Settlement by delivering the funds to the Settlement Administrator.

8. Payment of Attorney's Fees and Attorney's Costs. 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.

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 PAGA Employees. The Parties further agree that Plaintiff's Counsel's Attorney 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 PAGA Employees.

9. Payment of Plaintiff's Incentive Payment. The Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Plaintiff's Incentive Payment to Plaintiff. Plaintiff agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payment for Plaintiff's Incentive Payment is issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the payments made pursuant to this paragraph.

10. Settlement Administration Costs. The Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. The Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

12. Individual Settlement Shares. Within ten (10) business days following the Funding of this Settlement, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Shares based on the twenty-five percent (25%) of the Net Settlement Amount to PAGA Employee's 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 PAGA 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 PAGA Employees shall remain valid and negotiable for one hundred and 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 Share checks prior to the Void Date shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be held in trust for those PAGA Employees who did not timely cash their Individual Settlement Share checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as all payments to PAGA Employees will be paid out, whether or not these individuals cash their Individual Settlement Share checks. Therefore, Defendant will not be required to pay any interest on such amounts.

13. Calculation of Individual Settlement Shares. Each PAGA Employee's Individual Settlement Share will be determined by converting the PAGA Employee Fund into a Pay Period Value. The Pay Period Value will be established by dividing the PAGA Employee Fund by all Pay Periods worked by PAGA Employees during the PAGA Period. The Pay Periods worked by PAGA Employees during the PAGA Period will be determined according to the pay periods worked during the PAGA Period by non-exempt employees in California by using Defendant's records. The Individual Settlement Share for each PAGA Employee will be determined by

multiplying the Pay Period Value by each PAGA Employee's individual worked pay periods during the PAGA Period.

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

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel 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.

16. Certification of Completion. Upon completion of administration of this 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.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement and Release 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 he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein to him, individually, 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 and Release 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 adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser 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 and Release.

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. No Pending Lawsuits By Plaintiff. Other than this Action, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and Release and the Settlement Approval Order and Judgment.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement and Release 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 and Release are an integral part of this Settlement.

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

7. 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.

8. 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 Release and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement and Release to effectuate its terms. The person or persons signing this Settlement Agreement and Release on behalf of Defendant represent and warrant that he is authorized to sign this Settlement Agreement and Release on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and Release and that he has not assigned any claim covered by this Settlement to a third party.

9. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement and Release 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.

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

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

12. Execution and Counterparts. This Settlement Agreement and Release is subject only to the execution of all Parties. However, this Settlement Agreement and Release 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.

13. Acknowledgement that this Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement Agreement and Release 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.

14. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

15. Captions. The captions and paragraph numbers in this Settlement Agreement and Release 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 Settlement Agreement and Release.

16. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement and Release 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.

17. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and Release, and that this Settlement Agreement and Release 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 this Settlement Agreement and Release.

18. Disputes, 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 Settlement Agreement and Release. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, any dispute between the Parties as to the remaining terms of this Settlement, shall be submitted to Jeffrey Ross, whose decision shall be final and binding on the Parties hereto.

19. Publicity. Plaintiff and his Counsel agree not to issue a press release or otherwise notify the media about the terms of this Settlement or advertise or market any of the terms of this Settlement through written, recorded, or electronic communications. In addition, Plaintiff's Counsel will not put details about this Settlement on their website. However, this will not prevent Plaintiff's Counsel from undertaking required submissions and disclosures that are required to obtain approval of this Settlement, including and not limited to, submission of this Settlement to the LWDA in conformity with the PAGA statute. Additionally, nothing herein shall be construed to prevent Plaintiff's Counsel from referring to this Settlement in connection with other litigation for the purpose of establishing their adequacy as counsel or to justify an award of attorney's fees.

20. Adequacy of Consideration. The Parties agree that the consideration described herein constitute adequate consideration for this Settlement and releases described herein.

21. Court Approval. If the Court fails to approve this Settlement for any reason, this Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever. However, in the event this Settlement is not approved by the Court, the Parties agree to attend mediation with Jeffrey Ross again in an effort to reach a settlement approved by the Court.

22. Binding Agreement. In the event that any Party breaches any terms of this Settlement and an action is brought to enforce the terms of this Settlement, the prevailing party in any enforcement action shall be entitled to recover their attorneys' fees and costs. The Court shall have jurisdiction to enforce the terms and conditions of the Settlement pursuant to Code of Civil Procedure 664.6 upon noticed motion of any party.

23. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement and Release 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:
Heather Davis, Esq. Amir Nayebdadash, Esq. Protection Law Group 237 California Street El Segundo, CA 90245	Rebecca Aragon, Esq. Helen Braginsky, Esq. Littler Mendelson, P.C. 633 West Fifth Street, 63rd Floor, Los Angeles, CA 90071

It is hereby agreed.

Dated: 12/15/2021

PLAINTIFF

DocuSigned by:



Fernando Salguero

DEFENDANT



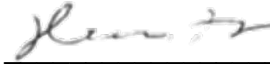
Dated: December 14, 2021

By: Killol Amin
Its: General Counsel

Approved as to form:

Dated: December 15, 2021

Protection Law Group



Heather Davis, Esq.
Amir Nayebdadash, Esq.
Attorneys for Plaintiff Fernando Salguero

Dated: December 14, 2021

Littler Mendelson, P.C.



Rebecca Aragon, Esq.
Helen Braginsky, Esq.
Attorney for Defendant Collabera, Inc.

Exhibit 3

Protection Law Group, LLP

237 California Street
El Segundo, CA 90245
Telephone: (424) 290 - 3095
Fax: (866) 264 - 7880

INVOICE

Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: March 2020

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	3/6/2020	Preparation for and Discussion with Plaintiff re [REDACTED]	0.6	\$650.00	\$390.00
Amir Nayebdadash	3/6/2020	Draft Correspondence to Plaintiff re [REDACTED]	0.4	\$650.00	\$260.00
Amir Nayebdadash	3/6/2020	Investigation of Collabera, Inc.- [REDACTED]	1.2	\$650.00	\$780.00
Amir Nayebdadash	3/6/2020	Research re [REDACTED]	0.7	\$650.00	\$455.00
Heather Davis	3/9/2020	Preparation for and Discussion with Plaintiff re [REDACTED]	1	\$750.00	\$750.00
Heather Davis	3/9/2020	Investigation of Collabera, Inc.- [REDACTED]	1.7	\$750.00	\$1,275.00
Heather Davis	3/9/2020	Investigation of Collabera, Inc. [REDACTED]	1.2	\$750.00	\$900.00
Heather Davis	3/9/2020	Investigation of [REDACTED]	1.4	\$750.00	\$1,050.00
Heather Davis	3/9/2020	Research re [REDACTED]	1.6	\$750.00	\$1,200.00
Heather Davis	3/9/2020	Research re [REDACTED]	2.3	\$750.00	\$1,725.00
Heather Davis	3/10/2020	Research re [REDACTED]	2	\$750.00	\$1,500.00
Heather Davis	3/10/2020	Investigation of [REDACTED]	2.2	\$750.00	\$1,650.00
Heather Davis	3/10/2020	Investigation re [REDACTED]	3.3	\$750.00	\$2,475.00
Amir Nayebdadash	3/11/2020	Review Research re [REDACTED]	0.4	\$650.00	\$260.00

Amir Nayebdadash	3/11/2020	Review Research re [REDACTED]	0.6	\$650.00	\$390.00
Heather Davis	3/16/2020	Pre-Lawsuit Legal Research re [REDACTED]	1.6	\$750.00	\$1,200.00
Heather Davis	3/16/2020	Draft PAGA Notice to LWDA	2.8	\$750.00	\$2,100.00
Amir Nayebdadash	3/18/2020	Review and Revise PAGA Notice to LWDA	1.6	\$650.00	\$1,040.00
Heather Davis	3/20/2020	Review and Analysis re [REDACTED]	2.5	\$750.00	\$1,875.00
Heather Davis	3/20/2020	Review Plaintiff's Wage Statements and Research re [REDACTED]	1.6	\$750.00	\$1,200.00
Heather Davis	3/20/2020	Review of Plaintiff's Time Records re [REDACTED]	1.8	\$750.00	\$1,350.00
Heather Davis	3/23/2020	Review and Analyze [REDACTED]	2.2	\$750.00	\$1,650.00
Heather Davis	3/23/2020	Research re Case Law Following [REDACTED]	4.8	\$750.00	\$3,600.00
Heather Davis	3/23/2020	Preparation for and Discussion with Plaintiff [REDACTED]	0.6	\$750.00	\$450.00
Heather Davis	3/24/2020	Research Case Law re [REDACTED]	0.7	\$750.00	\$525.00
Heather Davis	3/24/2020	Research Case Law re [REDACTED]	0.7	\$750.00	\$525.00
Heather Davis	3/24/2020	Research Case Law and Review and Analyze [REDACTED]	1.5	\$750.00	\$1,125.00
Heather Davis	3/24/2020	Research Case Law and Review and Analyze [REDACTED]	0.6	\$750.00	\$450.00
Heather Davis	3/24/2020	Research Case Law and Review and Analyze [REDACTED]	1.3	\$750.00	\$975.00
Heather Davis	3/24/2020	Research Case Law and Review and Analyze [REDACTED]	1.2	\$750.00	\$900.00
Heather Davis	3/25/2020	Research Case Law and Review and Analyze [REDACTED]	1	\$750.00	\$750.00
Heather Davis	3/25/2020	Research Case Law and Review and Analyze [REDACTED]	0.8	\$750.00	\$600.00
Heather Davis	3/25/2020	Research Case Law and Review and Analyze [REDACTED]	0.6	\$750.00	\$450.00

Heather Davis	3/25/2020	Research Case Law and Review [REDACTED]	1.2	\$750.00	\$900.00
Heather Davis	3/25/2020	Research Case Law and Review and Analyze [REDACTED]	1.3	\$750.00	\$975.00
Heather Davis	3/25/2020	Research Case Law and Review and Analyze [REDACTED]	1.3	\$750.00	\$975.00
Heather Davis	3/25/2020	Draft Memorandum re Policies and Initial Impressions	3	\$750.00	\$2,250.00
Heather Davis	3/27/2020	Further Review of [REDACTED]	2.3	\$750.00	\$1,725.00
Heather Davis	3/31/2020	Preparation for and Discussion with Plaintiff [REDACTED]	0.7	\$750.00	\$525.00
Total Hours Worked: 58.3			58.3		\$43,175.00
Total Amount Due: \$43,175.00					

Protection Law Group, LLP

237 California Street
El Segundo, CA 90245
Telephone: (424) 290 - 3095
Fax: (866) 264 - 7880

INVOICE

Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: April 2020

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	4/3/2020	Review Summary re [REDACTED] [REDACTED]	2	\$600.00	\$1,200.00
Emi Minne	4/3/2020	Review Summary re H [REDACTED]	2.9	\$600.00	\$1,740.00
Heather Davis	4/3/2020	Research re [REDACTED]	1.4	\$750.00	\$1,050.00
Heather Davis	4/6/2020	Discussion and Strategy re [REDACTED]	0.7	\$750.00	\$525.00
Amir Nayebdadash	4/6/2020	Discussion and Strategy re [REDACTED]	0.7	\$650.00	\$455.00
Emi Minne	4/6/2020	Discussion and Strategy re [REDACTED]	0.7	\$600.00	\$420.00
Amir Nayebdadash	4/7/2020	Preparation for and Discussion with Plaintiff re [REDACTED] [REDACTED]	0.4	\$650.00	\$260.00
Heather Davis	4/7/2020	Convert Plaintiff's Time Records for [REDACTED] [REDACTED]	3.3	\$750.00	\$2,475.00
Heather Davis	4/7/2020	Convert Plaintiff's Pay Records for [REDACTED] [REDACTED]	4	\$750.00	\$3,000.00
Heather Davis	4/8/2020	Research and Analysis re [REDACTED]	3.5	\$750.00	\$2,625.00
Emi Minne	4/8/2020	Research and Analysis re [REDACTED]	1.5	\$600.00	\$900.00

Heather Davis	4/24/2020	Research re [REDACTED] [REDACTED]	4.5	\$750.00	\$3,375.00
Heather Davis	4/27/2020	Review of Latest DLSE Materials	1.3	\$750.00	\$975.00
Total Hours Worked: 26.9			26.9		\$19,000.00
Total Amount Due: \$19,000.00					

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237 California Street

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Telephone: (424) 290 - 3095

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: May 2020

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	5/6/2020	Analysis of [REDACTED]	2.3	\$750.00	\$1,725.00
Heather Davis	5/6/2020	Analysis of [REDACTED]	1.6	\$750.00	\$1,200.00
Heather Davis	5/6/2020	Run Multiple Estimates re [REDACTED]	2.8	\$750.00	\$2,100.00
Heather Davis	5/19/2020	Research and Draft Plaintiff's PAGA Complaint	5.5	\$750.00	\$4,125.00
Heather Davis	5/19/2020	Preparation for and Discussion with Plaintiff re [REDACTED]	0.5	\$750.00	\$375.00
Amir Nayebdadash	5/22/2020	Research re [REDACTED]	2.7	\$650.00	\$1,755.00
Amir Nayebdadash	5/22/2020	Review and Revise Plaintiff's PAGA Complaint	3	\$650.00	\$1,950.00
Total Hours Worked: 18.4			18.4		\$13,230.00

Total Amount Due: \$13,230.00

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: June 2020

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	6/8/2020	Review OSC re Failure to File Proof of Service	0.1	\$650.00	\$65.00
Amir Nayebdadash	6/8/2020	Review Notice of Case Management Conference	0.1	\$650.00	\$65.00
Amir Nayebdadash	6/8/2020	Review Summary re Personnel File and Relevant Documents in Personnel File	1.8	\$650.00	\$1,170.00
Amir Nayebdadash	6/8/2020	Review Summary re Handbooks and Relevant Policies in Handbook	2.4	\$650.00	\$1,560.00
Amir Nayebdadash	6/8/2020	Review Research re [REDACTED]	0.4	\$650.00	\$260.00
Amir Nayebdadash	6/8/2020	Review Research re [REDACTED]	0.6	\$650.00	\$390.00
Amir Nayebdadash	6/8/2020	Review Research and Analysis re [REDACTED]	1	\$650.00	\$650.00
Heather Davis	6/14/2020	Draft Plaintiff's Form Interrogatories	0.5	\$750.00	\$375.00
Heather Davis	6/14/2020	Draft Plaintiff's Special Interrogatories (Set One)	2.3	\$750.00	\$1,725.00
Heather Davis	6/15/2020	Draft Plaintiff's Request for Production of Documents (Set One)	6	\$750.00	\$4,500.00
Heather Davis	6/14/2020	Draft Plaintiff's Notice of Deposition of Defendant's Person Most Knowledgeable	2	\$750.00	\$1,500.00
Heather Davis	6/15/2020	Draft Plaintiff's Proposed Belaire-West Notice	2	\$750.00	\$1,500.00
Amir Nayebdadash	6/16/2020	Review and Finalize Proposed Belaire-West Notice	1	\$650.00	\$650.00
Amir Nayebdadash	6/16/2020	Review and Finalize Form Interrogatories	0.1	\$650.00	\$65.00

Amir Nayebdadash	6/16/2020	Review and Finalize Special Interrogatories	0.4	\$650.00	\$260.00
Amir Nayebdadash	6/16/2020	Review and Finalize Requests for Production	0.7	\$650.00	\$455.00
Amir Nayebdadash	6/16/2020	Review and Finalize Notice of Deposition of Defendant's PMQ	0.5	\$650.00	\$325.00
Emi Minne	6/16/2020	Draft Correspondence re Discovery to Defendant's Counsel	0.3	\$600.00	\$180.00
Total Hours Worked: 22.2			22.2		\$15,695.00
Total Amount Due: \$15,695.00					

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: July 2020

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	7/10/2020	Review and Analyze Answer to Complaint	0.8	\$750.00	\$600.00
Heather Davis	7/10/2020	Research A [REDACTED]	3.4	\$750.00	\$2,550.00
Emi Minne	7/13/2020	Review and Analyze Answer to Complaint	0.6	\$600.00	\$360.00
Emi Minne	7/13/2020	Research Affirmative Defenses to Complaint and Recent Case Law re [REDACTED]	2.5	\$600.00	\$1,500.00
Amir Nayebdadash	7/13/2020	Review and Analyze Answer to Complaint	0.7	\$650.00	\$455.00
Heather Davis	7/13/2020	Discussions re Answer to Complaint and Potential Demurrer	1	\$750.00	\$750.00
Emi Minne	7/13/2020	Discussions re Answer to Complaint and Potential Demurrer	1	\$600.00	\$600.00
Amir Nayebdadash	7/13/2020	Discussions re Answer to Complaint and Potential Demurrer	1	\$650.00	\$650.00
Amir Nayebdadash	7/17/2020	Review and Analyze Defendant's Request for Production of Documents	0.5	\$650.00	\$325.00
Amir Nayebdadash	7/17/2020	Review and Analyze Defendant Notice of Deposition and Request for Production of Documents	0.3	\$650.00	\$195.00
Total Hours Worked: 11.8			11.8		\$7,985.00

Total Amount Due: \$7,985.00

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: August 2020

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	8/3/2020	Review and Analyze Defendant's Request for Production of Documents and Identify Potential Documents	2.5	\$750.00	\$1,875.00
Heather Davis	8/3/2020	Review and Analyze Defendant's Notice of Deposition	1.2	\$750.00	\$900.00
Heather Davis	8/3/2020	Preparation for and Discussion with Plaintiff re Defendant's Discovery Requests	1	\$750.00	\$750.00
Heather Davis	8/10/2020	Review and Analyze Potential Document Production from Plaintiff	3.2	\$750.00	\$2,400.00
Heather Davis	8/11/2020	Preparation for and Discussion with Plaintiff re Documents	0.7	\$750.00	\$525.00
Amir Nayebdadash	8/11/2020	Review and Analyze Potential Document Production from Plaintiff	1.2	\$650.00	\$780.00
Heather Davis	8/11/2020	Draft Plaintiff's Responses to Defendant's Request for Production of Documents	1.4	\$750.00	\$1,050.00
Heather Davis	8/14/2020	Further Draft Plaintiff's Responses to Defendant's Request for Production of Documents	4	\$750.00	\$3,000.00
Heather Davis	8/17/2020	Preparation for and Discussion with Plaintiff re Discovery Responses and Verifications	1.5	\$750.00	\$1,125.00
Amir Nayebdadash	8/17/2020	Discussions re strategy on discovery pending mediation talks	0.2	\$650.00	\$130.00
Heather Davis	8/17/2020	Discussions re strategy on discovery pending mediation talks	0.2	\$750.00	\$150.00
Amir Nayebdadash	8/18/2020	Draft correspondence re parameters of proposed mediation	0.9	\$650.00	\$585.00

Amir Nayebdadash	8/19/2020	Review correspondence from Defenddant's Counsel	0.1	\$650.00	\$65.00
Heather Davis	8/19/2020	Draft Plaintiff's Responses to Defendant's Notice of Deposition and Request for Production of Documents	1.7	\$750.00	\$1,275.00
Amir Nayebdadash	8/19/2020	Review and Finalize Plaintiff's Responses to Defendant's Request for Production of Documents	1	\$650.00	\$650.00
Amir Nayebdadash	8/19/2020	Review and Finalize Plaintiff's Responses to Defendant's Notice of Deposition and Request for Production of Documents	0.5	\$650.00	\$325.00
Amir Nayebdadash	8/19/2020	Draft Letter re Plaintiff's Discovery Responses	0.3	\$650.00	\$195.00
Total Hours Worked:21.6			21.6		\$15,780.00

Total Amount Due: \$15,780.00

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Telephone: (424) 290 - 3095
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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: September 2020

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	9/3/2020	Review and Respond to Correspondence re Mediation and Request to Stay	0.2	\$650.00	\$130.00
Amir Nayebdadash	9/7/2020	Follow up with Defendant's Counsel re Mediation	0.1	\$650.00	\$65.00
Amir Nayebdadash	9/8/2020	Prepare for and attend telephone call with Defendant's Counsel re mediation, discovery, and proposed stipulation	0.5	\$650.00	\$325.00
Amir Nayebdadash	9/8/2020	Draft memo re [REDACTED]	0.2	\$650.00	\$130.00
Emi Minne	9/8/2020	Draft Stipulation re Mediation	1.6	\$600.00	\$960.00
Amir Nayebdadash	9/14/2020	Follow up with Defendant's Counsel re Mediation, Selection of Mediators, Mediator's Schedule	0.5	\$650.00	\$325.00
Amir Nayebdadash	9/16/2020	Follow up with Defendant's Counsel and revise stipulation re terms agreed to	0.8	\$650.00	\$520.00
Amir Nayebdadash	9/18/2020	Follow up discussions with Defendant's Counsel re mediators and joint stipulation of discovery and mediation and communications with mediators	0.7	\$650.00	\$455.00
Total Hours Worked:4.6			4.6		\$2,910.00

Total Amount Due: \$2,910

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Telephone: (424) 290 - 3095
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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: October 2020

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	10/2/2020	Follow up communications re mediation stipulation	0.3	\$600.00	\$180.00
Amir Nayebdadash	10/5/2020	Review proposed changes to stipulation and terms of mediation; strategy re follow-up with Defendant's counsel re negotiations	0.5	\$650.00	\$325.00
Emi Minne	10/5/2020	Revise Joint Stipulation of Discovery and Mediation and communicate same with Defendant's Counsel	0.5	\$600.00	\$300.00
Amir Nayebdadash	10/5/2020	Review proposed changes, review file, and draft correspondence re Belaire	0.6	\$650.00	\$390.00
Amir Nayebdadash	10/6/2020	Review correspondence from counsel re terms of mediation	0.2	\$650.00	\$130.00
Emi Minne	10/6/2020	Further revise joint stip re terms and Belaire provisions and draft correspondence re same	0.9	\$600.00	\$540.00
Heather Davis	10/9/2020	Review Order Continuing Case Management Conference	0.1	\$750.00	\$75.00
Heather Davis	10/9/2020	Review Department 62 Order re Final Trial Preparation	0.6	\$750.00	\$450.00
Amir Nayebdadash	10/9/2020	Review Department 62 Order re Final Trial Preparation	0.4	\$650.00	\$260.00
Heather Davis	10/9/2020	Research re Trial Manageability	3.5	\$750.00	\$2,625.00
Emi Minne	10/12/2020	Review changes from Defendant's Counsel re mediation terms, review file, and revise re same	0.7	\$600.00	\$420.00
Amir Nayebdadash	10/14/2020	Discussion re proposed changes re stip	0.3	\$650.00	\$195.00
Amir Nayebdadash	10/19/2020	Draft Notice of Change of Address	0.1	\$650.00	\$65.00

Amir Nayedbadash	10/30/2020 Preparation for and Discussion with Plaintiff re Case Status	0.5	\$650.00	\$325.00
Total Hours Worked: 9.2		9.2		\$6,280.00
Total Amount Due: \$4,415.00				

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Fax: (866) 264 - 7880

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: February 2021

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	2/2/2021	Search LWDA Website re [REDACTED]	0.2	\$800.00	\$160.00
Heather Davis	2/2/2021	Research PAGA Action Lewis v. Collabera, Inc. and Analyze re [REDACTED] [REDACTED]	2	\$800.00	\$1,600.00
Heather Davis	2/2/2021	Research re [REDACTED]	0.7	\$800.00	\$560.00
Heather Davis	2/2/2021	Preparation for and Discussion with Plaintiff re [REDACTED] [REDACTED]	0.5	\$800.00	\$400.00
Total Hours Worked: 3.4			3.4		\$2,720.00
Total Amount Due: \$2,720.00					

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Telephone: (424) 290 - 3095
Fax: (866) 264 - 7880

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: March 2021

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	3/26/2021	Review Correspondence from Defendant re Mediation Data	0.1	\$700.00	\$70.00
Heather Davis	3/26/2021	Review Correspondence from Defendant re Mediation Data	0.1	\$800.00	\$80.00
Emi Minne	3/30/2021	Draft Correspondence to Defendant re Mediation Data	0.1	\$650.00	\$65.00
Heather Davis	3/30/2021	Review Mediation Data re Completeness of Production	0.5	\$800.00	\$400.00
Heather Davis	3/30/2021	Research re [REDACTED]	2.5	\$800.00	\$2,000.00
Total Hours Worked: 3.3			3.3		\$2,615.00

Total Amount Due: \$2,615

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Telephone: (424) 290 - 3095

Fax: (866) 264 - 7880

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: April 2021

Attorney	Date	Activity	Time	Rate	Amount
Luke Clapp	4/7/2021	Draft Correspondence to Defendant re Mediation Data	0.1	\$400.00	\$40.00
Heather Davis	4/12/2021	Review and Analyze Defendant's [REDACTED]	1.2	\$800.00	\$960.00
Heather Davis	4/12/2021	Review and Analyze [REDACTED]	0.8	\$800.00	\$640.00
Heather Davis	4/12/2021	Review and Analyze [REDACTED]	0.5	\$800.00	\$400.00
Heather Davis	4/12/2021	Review and Analyze [REDACTED]	0.3	\$800.00	\$240.00
Heather Davis	4/12/2021	Review and Analyze Defendant's Policy re [REDACTED]	0.8	\$800.00	\$640.00
Heather Davis	4/12/2021	Review and Analyze [REDACTED]	0.5	\$800.00	\$400.00
Heather Davis	4/12/2021	Review and Analyze [REDACTED]	0.4	\$800.00	\$320.00
Heather Davis	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.4	\$800.00	\$320.00
Heather Davis	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.3	\$800.00	\$240.00
Heather Davis	4/12/2021	Review Defendant's Policy re [REDACTED]	0.6	\$800.00	\$480.00
Heather Davis	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.4	\$800.00	\$320.00
Heather Davis	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.3	\$800.00	\$240.00

Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	1	\$700.00	\$700.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's Updated [REDACTED]	0.7	\$700.00	\$490.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.5	\$700.00	\$350.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.3	\$700.00	\$210.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	1	\$700.00	\$700.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.4	\$700.00	\$280.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.2	\$700.00	\$140.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.2	\$700.00	\$140.00
Amir Nayebdadash	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.3	\$700.00	\$210.00
Amir Nayebdadash	4/12/2021	Review Defendant's [REDACTED]	0.7	\$700.00	\$490.00
Amir Nayebdadash	4/12/2021	Review and Analyze [REDACTED]	0.4	\$700.00	\$280.00
Amir Nayebdadash	4/12/2021	Review and Analyze [REDACTED]	0.4	\$700.00	\$280.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	1.3	\$650.00	\$845.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	1.1	\$650.00	\$715.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	0.4	\$650.00	\$260.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	0.2	\$650.00	\$130.00
Emi Minne	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.7	\$650.00	\$455.00
Emi Minne	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.5	\$650.00	\$325.00
Emi Minne	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.4	\$650.00	\$260.00
Emi Minne	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.2	\$650.00	\$130.00
Emi Minne	4/12/2021	Review and Analyze Defendant's [REDACTED]	0.3	\$650.00	\$195.00

Emi Minne	4/12/2021	Review Defendant's [REDACTED]	0.4	\$650.00	\$260.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	0.5	\$650.00	\$325.00
Emi Minne	4/12/2021	Review and Analyze [REDACTED]	0.4	\$650.00	\$260.00
Heather Davis	4/13/2021	Discussions re Policy [REDACTED]	1.5	\$800.00	\$1,200.00
Amir Nayebdadash	4/13/2021	Discussions re Policy [REDACTED]	1.5	\$700.00	\$1,050.00
Emi Minne	4/13/2021	Discussions re Policy [REDACTED]	1.5	\$650.00	\$975.00
Luke Clapp	4/13/2021	Draft Correspondence to and Review and Respond to Correspondence from Defendant re Mediation Data	0.3	\$400.00	\$120.00
Amir Nayebdadash	4/13/2021	Research re [REDACTED]	4	\$700.00	\$2,800.00
Amir Nayebdadash	4/13/2021	Prepare memorandum re [REDACTED]	3	\$700.00	\$2,100.00
Heather Davis	4/14/2021	Investigate [REDACTED]	2	\$800.00	\$1,600.00
Heather Davis	4/14/2021	Research Case Law re Mediation Brief	4.2	\$800.00	\$3,360.00
Heather Davis	4/14/2021	Preparation for and Discussion with Plaintiff re Mediation and Defendant's Practices	1.5	\$800.00	\$1,200.00
Heather Davis	4/15/2021	Analysis re [REDACTED]	3	\$800.00	\$2,400.00
Heather Davis	4/15/2021	Draft Mediation Brief	3.6	\$800.00	\$2,880.00
Heather Davis	4/16/2021	Further Draft Mediation Brief	3	\$800.00	\$2,400.00
Heather Davis	4/16/2021	Compile Exhibits re Mediation Brief	1.5	\$800.00	\$1,200.00
Heather Davis	4/18/2021	Preparation for and Discussion with Plaintiff re [REDACTED]	0.5	\$800.00	\$400.00
Heather Davis	4/18/2021	Further Investigation re [REDACTED]	1	\$800.00	\$800.00
Amir Nayebdadash	4/19/2021	Research Case Law re Mediation Brief	1.8	\$700.00	\$1,260.00
Amir Nayebdadash	4/19/2021	Review and Revise Mediation Brief	2.2	\$700.00	\$1,540.00
Heather Davis	4/19/2021	Review Sample Pay Data	1.6	\$800.00	\$1,280.00
Heather Davis	4/19/2021	Review Sample Time Data	2.1	\$800.00	\$1,680.00
Amir Nayebdadash	4/21/2021	Review Exhibits to Mediation Brief	1.1	\$700.00	\$770.00
Amir Nayebdadash	4/21/2021	Review and Finalize Mediation Brief	1.2	\$700.00	\$840.00
Heather Davis	4/22/2021	Review Expert Analysis of [REDACTED]	2.4	\$800.00	\$1,920.00
Heather Davis	4/22/2021	Prepare Damages Analysis re Potential PAGA Penalties	4.1	\$800.00	\$3,280.00
Amir Nayebdadash	4/23/2021	Review Sample Pay Data	1.2	\$700.00	\$840.00
Amir Nayebdadash	4/23/2021	Review Sample Time Data	1.5	\$700.00	\$1,050.00
Amir Nayebdadash	4/23/2021	Finalize Damages Analysis	2	\$700.00	\$1,400.00

Amir Nayebdadash	4/26/2021	Preparation for and Discussion with Plaintiff re Mediation	0.6	\$700.00	\$420.00
Amir Nayebdadash	4/26/2021	Prepare for and Attend Mediation	10	\$700.00	\$7,000.00
Heather Davis	4/30/2021	Review and Discuss Mediator's Proposal re Settlement	0.4	\$800.00	\$320.00
Amir Nayebdadash	4/30/2021	Review and Discuss Mediator's Proposal re Settlement	0.4	\$700.00	\$280.00
Amir Nayebdadash	4/30/2021	Draft Correspondence to Mediator re Mediator's Proposal	0.1	\$700.00	\$70.00
Amir Nayebdadash	4/30/2021	Draft Correspondence to and Review and Respond to Correspondence from Mediator re Mediator's Proposal	0.1	\$700.00	\$70.00
Heather Davis	4/30/2021	Review and Respond to Correspondence from Mediator re Mediator's Proposal	0.1	\$800.00	\$80.00

Total Hours Worked: 84.1			84.1		\$62,255.00
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Total Amount Due: \$62,255.00

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Telephone: (424) 290 - 3095

Fax: (866) 264 - 7880

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Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: May 2021

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	5/14/2021	Draft Correspondence to and Review and Respond to Correspondence from Mediator re Mediator's Proposal	0.3	\$700.00	\$210.00
Heather Davis	5/14/2021	Review Correspondence from Mediator re Mediator's Proposal	0.2	\$800.00	\$160.00
Emi Minne	5/14/2021	Draft and Revise Stipulation and Protective Order	0.9	\$650.00	\$585.00
Amir Nayebdadash	5/14/2021	Review and Revise Stipulation and Protective Order	0.6	\$700.00	\$420.00
Emi Minne	5/17/2021	Review Proposed Changes to Protective Order	0.4	\$650.00	\$260.00
Emi Minne	5/20/2021	Prepare memo re protective order and changes	0.6	\$650.00	\$390.00
Amir Nayebdadash	5/20/2021	Review file and correspondence re Belaire	0.3	\$700.00	\$210.00
Emi Minne	5/21/2021	Prepare correspondence to Defendant's Counsel re Belaire and Protective Order	0.3	\$650.00	\$195.00
Amir Nayebdadash	5/24/2021	Review proposed changes to protective order and correspondence with counsel re same	0.5	\$700.00	\$350.00
Amir Nayebdadash	5/28/2021	Draft Correspondence to and Review and Respond to Correspondence from Mediator re Mediator's Proposal	0.2	\$700.00	\$140.00
Heather Davis	5/28/2021	Review Correspondence from Mediator re Mediator's Proposal	0.1	\$800.00	\$80.00
Amir Nayebdadash	5/28/2021	Preparation for and Discussion with Plaintiff re Mediator's Proposal	0.4	\$700.00	\$280.00

Total Hours Worked: 4.8

4.8

\$3,280.00

Total Amount Due: \$3,280.00

Protection Law Group, LLP

237 California Street

El Segundo, CA 90245

Telephone: (424) 290 - 3095

Fax: (866) 264 - 7880

INVOICE

Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: June 2021

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	6/7/2021	Draft Memorandum of Understanding re Settlement	2.2	\$800.00	\$1,760.00
Emi Minne	6/7/2021	Review and Revise Memorandum of Understanding	0.8	\$650.00	\$520.00
Emi Minne	6/7/2021	Draft Correspondence to Defendant re MOU	0.1	\$650.00	\$65.00
Heather Davis	6/8/2021	Review Correspondence from Defendant's Counsel	0.1	\$800.00	\$80.00
Emi Minne	6/8/2021	Review Correspondence from Defendant's Counsel	0.1	\$650.00	\$65.00
Emi Minne	6/8/2021	Preparation for and Discussion with Plaintiff re MOU	0.3	\$650.00	\$195.00
Amir Nayebdadash	6/8/2021	Review Correspondence from Defendant's Counsel	0.1	\$700.00	\$70.00
Amir Nayebdadash	6/24/2021	Review Correspondence from Defendant's Counsel re MOU	0.2	\$700.00	\$140.00
Heather Davis	6/24/2021	Review Correspondence from Defendant's Counsel re MOU	0.2	\$800.00	\$160.00
Emi Minne	6/24/2021	Review Correspondence from and Draft Correspondence to Defendant re MOU	0.3	\$650.00	\$195.00
Emi Minne	6/24/2021	Review and Analyze [REDACTED]	1	\$650.00	\$650.00
Emi Minne	6/25/2021	Draft Correspondence to Mediator re MOU	0.2	\$650.00	\$130.00
Amir Nayebdadash	6/25/2021	Discussions with Mediator re MOU	0.3	\$700.00	\$210.00
Total Hours Worked:5.9			5.9		\$4,240.00

Total Amount Due: \$4,240.00

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Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: July 2021

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	7/1/2021	Review Correspondence from Mediator re MOU	0.1	\$700.00	\$70.00
Heather Davis	7/1/2021	Review Correspondence from Mediator re MOU	0.1	\$800.00	\$80.00
Amir Nayebdadash	7/1/2021	Review Correspondence from Mediator re MOU	0.2	\$700.00	\$140.00
Heather Davis	7/1/2021	Review Correspondence from Mediator re MOU	0.2	\$800.00	\$160.00
Amir Nayebdadash	7/1/2021	Preparation for and Discussion with Plaintiff re Settlement	0.4	\$700.00	\$280.00
Heather Davis	7/6/2021	Revise MOU following discussions with Mediator	1	\$800.00	\$800.00
Heather Davis	7/6/2021	Review Correspondence with Defendant re MOU	0.1	\$800.00	\$80.00
Emi Minne	7/6/2021	Draft and Review Correspondence with Defendant re MOU	0.1	\$650.00	\$65.00
Amir Nayebdadash	7/6/2021	Review Correspondence with Defendant re MOU	0.1	\$700.00	\$70.00
Heather Davis	7/16/2021	Review Correspondence with Defendant re MOU	0.1	\$800.00	\$80.00
Emi Minne	7/16/2021	Review Correspondence with Defendant re MOU	0.1	\$650.00	\$65.00
Amir Nayebdadash	7/18/2021	Review Defendant's Revisions to MOU	0.5	\$700.00	\$350.00
Amir Nayebdadash	7/18/2021	Draft Correspondence to Defendant re MOU	0.2	\$700.00	\$140.00
Emi Minne	7/21/2021	Review and Revise MOU	0.3	\$650.00	\$195.00
Emi Minne	7/21/2021	Draft Correspondence to Defendant re MOU	0.2	\$650.00	\$130.00
Amir Nayebdadash	7/23/2021	Review and Finalize MOU	0.2	\$700.00	\$140.00
Emi Minne	7/26/2021	Preparation for and Discussion with Plaintiff re MOU	0.5	\$650.00	\$325.00
Total Hours Worked: 4.4			4.4		\$3,170.00

Total Amount Due: \$3,170.00

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Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: September 2021

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	9/21/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$650.00	\$65.00
Amir Nayebdadash	9/29/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$700.00	\$70.00
Emi Minne	9/29/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$650.00	\$65.00
Emi Minne	9/30/2021	Review Proposed Joint Stipulation of PAGA Settlement	3.5	\$650.00	\$2,275.00
Emi Minne	9/30/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$650.00	\$65.00
Total Hours Worked: 3.9			3.9		\$2,540.00

Total Amount Due: \$2,540.00

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INVOICE

Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: October 2021

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	10/1/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Amir Nayebdadash	10/1/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$700.00	\$70.00
Heather Davis	10/1/2021	Discussion re [REDACTED] [REDACTED]	1.2	\$800.00	\$960.00
Amir Nayebdadash	10/1/2021	Discussion re [REDACTED] [REDACTED]	1.2	\$700.00	\$840.00
Emi Minne	10/1/2021	Discussion re Defendant's [REDACTED] [REDACTED]	1.2	\$650.00	\$780.00
Heather Davis	10/2/2021	Review and Revise Declaration of Sean Hartranft re Settlement Administration	1	\$800.00	\$800.00
Heather Davis	10/2/2021	Review and Revise Joint Stipulation re PAGA Settlement	3	\$800.00	\$2,400.00
Amir Nayebdadash	10/2/2021	Review and Revise Joint Stipulation re PAGA Settlement	2	\$700.00	\$1,400.00
Heather Davis	10/2/2021	Discussions re Joint Stipulation of PAGA Settlement	0.5	\$800.00	\$400.00
Amir Nayebdadash	10/2/2021	Discussions re Joint Stipulation of PAGA Settlement	0.5	\$700.00	\$350.00
Heather Davis	10/4/2021	Further Review and Revise Joint Stipulation re PAGA Settlement	2.3	\$800.00	\$1,840.00
Heather Davis	10/4/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00

Heather Davis	10/8/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Amir Nayebdadash	10/8/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$700.00	\$70.00
Heather Davis	10/8/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Heather Davis	10/12/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Heather Davis	10/13/2021	Research Case Law re [REDACTED]	2.5	\$800.00	\$2,000.00
Heather Davis	10/13/2021	Draft Motion re PAGA Approval	5	\$800.00	\$4,000.00
Amir Nayebdadash	10/13/2021	Preparation for and Discussion with Plaintiff re Joint Stipulation	0.4	\$700.00	\$280.00
Amir Nayebdadash	10/14/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$700.00	\$70.00
Heather Davis	10/14/2021	Review Correspondence from Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Heather Davis	10/14/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.1	\$800.00	\$80.00
Heather Davis	10/14/2021	Further Draft Motion for Approval of PAGA Settlement	4	\$800.00	\$3,200.00
Heather Davis	10/15/2021	Review and Revise Joint Stipulation re PAGA Settlement	2.1	\$800.00	\$1,680.00
Heather Davis	10/15/2021	Draft Correspondence to Defendant's Counsel re Joint Stip and Review Correspondence from Defendant's Counsel re Joint Stip	0.4	\$800.00	\$320.00
Amir Nayebdadash	10/15/2021	Review and Revise Motion for Approval of PAGA Settlement	3.5	\$700.00	\$2,450.00
Heather Davis	10/16/2021	Draft Declaration of Heather Davis ISO Motion for PAGA Approval	4	\$800.00	\$3,200.00
Heather Davis	10/16/2021	Draft Proposed Order	0.5	\$800.00	\$400.00
Heather Davis	10/18/2021	Draft Correspondence to/Review and Respond to Correspondence from Defendant's Counsel re Joint Stip	0.3	\$800.00	\$240.00
Heather Davis	10/19/2021	Draft Correspondence to/Review and Respond to Correspondence from Defendant's Counsel re Joint Stip	0.3	\$800.00	\$240.00
Heather Davis	10/19/2021	Research Issues Relating to Disputes in Joint Stip	3	\$800.00	\$2,400.00
Heather Davis	10/19/2021	Review Joint Stip and Prepare for Meet and Confer with Defendant's Counsel	1.5	\$800.00	\$1,200.00

Heather Davis	10/19/2021	Meet and Confer with Defendant's Counsel re Joint Stipulation.	0.5	\$800.00	\$400.00
Heather Davis	10/19/2021	Discussions re Remaining Issues in Joint Stipulation	1.3	\$800.00	\$1,040.00
Amir Nayebdadash	10/19/2021	Discussions re Remaining Issues in Joint Stipulation	1.3	\$700.00	\$910.00
Heather Davis	10/19/2021	Draft Correspondence to Defendant's Counsel re Joint Stip	0.2	\$800.00	\$160.00
Heather Davis	10/20/2021	Review and Finalize Joint Stipulation re PAGA Settlement	0.9	\$800.00	\$720.00
Heather Davis	10/20/2021	Draft Declaration of Fernando Salguero	1.5	\$800.00	\$1,200.00
Amir Nayebdadash	10/20/2021	Preparation for and Discussion with Plaintiff [REDACTED]	1	\$700.00	\$700.00
Heather Davis	10/21/2021	Review Correspondence from Defendant's Counsel re PAGA Motion	0.1	\$800.00	\$80.00
Amir Nayebdadash	10/21/2021	Review Correspondence from Defendant's Counsel re PAGA Motion	0.1	\$700.00	\$70.00
Heather Davis	10/26/2021	Prepare Time and Task Chart ISO PAGA Approval Motion	6	\$800.00	\$4,800.00
Heather Davis	10/26/2021	Draft Joint Stipulation for Leave to Elongated Motion for Approval of PAGA Settlement	1	\$800.00	\$800.00
Heather Davis	10/27/2021	Review and Finalize Declaration of Heather Davis	2	\$800.00	\$1,600.00
Heather Davis	10/27/2021	Review and Finalize Motion for PAGA Approval	2.5	\$800.00	\$2,000.00
Heather Davis	10/27/2021	Review and Finalize Proposed Order/Judgment	0.5	\$800.00	\$400.00
Total Hours Worked: 60.3			60.3		\$47,030.00

Total Amount Due: \$47,280.00

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El Segundo, CA 90245
Telephone: (424) 290 - 3095
Fax: (866) 264 - 7880

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Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: November 2021

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	11/1/2021	Draft Amended Motion for PAGA Approval	3	\$800.00	\$2,400.00
Amir Nayebdadash	11/19/2021	Prepare for and Attend Hearing on Motion for PAGA Approval	1.4	\$700.00	\$980.00
Amir Nayebdadash	11/19/2021	Discuss Motion for PAGA Approval, Potential Amendments to Settlement, and Strategy Moving Forward	1	\$700.00	\$700.00
Heather Davis	11/19/2021	Discuss Motion for PAGA Approval, Potential Amendments to Settlement, and Strategy Moving Forward	1	\$800.00	\$800.00
Luke Clapp	11/19/2021	Discuss Motion for PAGA Approval, Potential Amendments to Settlement, and Strategy Moving Forward	1	\$400.00	\$400.00
Shahran Kangavari	11/19/2021	Discuss Motion for PAGA Approval, Potential Amendments to Settlement, and Strategy Moving Forward	1	\$350.00	\$350.00
Heather Davis	11/19/2021	Research re [REDACTED]	2.5	\$800.00	\$2,000.00
Amir Nayebdadash	11/19/2021	Prepare for and Attend Zoom Meeting with Defendant's Counsel	0.5	\$700.00	\$350.00
Amir Nayebdadash	11/19/2021	Draft email to Defendant's Counsel re Amended Settlement	0.4	\$700.00	\$280.00
Shahran Kangavari	11/22/2021	Research re Trial Continuances and Procedures	1.5	\$350.00	\$525.00
Amir Nayebdadash	11/23/2021	Draft email to Defendant's Counsel re Amended Settlement	0.2	\$700.00	\$140.00
Amir Nayebdadash	11/23/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00

Amir Nayebdadash	11/24/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Luke Clapp	11/24/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Luke Clapp	11/24/2021	Draft email to Defendant's Counsel re Amended Settlement	0.2	\$400.00	\$80.00
Shahran Kangavari	11/29/2021	Draft Stipulation to Continue Trial and All Related Dates	1.4	\$350.00	\$490.00
Amir Nayebdadash	11/30/2021	Discussions with Mediator re Amended Settlement and PAGA Approval	0.8	\$700.00	\$560.00
Heather Davis	11/30/2021	Draft email to Defendant's Counsel and Mediator re Amended Settlement	0.3	\$800.00	\$240.00
Heather Davis	11/30/2021	Review email from Mediator re Amended Settlement	0.1	\$750.00	\$75.00
Amir Nayebdadash	11/30/2021	Review email from Mediator re Amended Settlement	0.1	\$800.00	\$80.00
Total Hours Worked: 13.7			13.7		\$10,660.00
Total Amount Due: \$8,260.00					

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Matter

Salguero v. Collabera, Inc-LASC Case No. 20STCV19946

Period: December 2021

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	12/1/2021	Draft Correspondence to and Review Correspondence from Mediator re Revised Settlement	0.2	\$700.00	\$140.00
Heather Davis	12/1/2021	Review Correspondence from Mediator re Revised Settlement	0.1	\$800.00	\$80.00
Luke Clapp	12/2/2021	Draft and Revise Motion for PAGA Approval	6	\$400.00	\$2,400.00
Luke Clapp	12/3/2021	Further Draft and Revise Motion for PAGA Approval	5	\$400.00	\$2,000.00
Luke Clapp	12/3/2021	Draft and Revise Declaration of Heather Davis	2.8	\$400.00	\$1,120.00
Luke Clapp	12/6/2021	Draft and Revise Declaration of Fernando Salguero	0.7	\$400.00	\$280.00
Luke Clapp	12/6/2021	Draft and Revised Proposed Order and Judgment	0.4	\$400.00	\$160.00
Luke Clapp	12/6/2021	Review and Revise Updated Costs	0.5	\$400.00	\$200.00
Amir Nayebdadash	12/6/2021	Draft email to Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/6/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/6/2021	Draft email to Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/7/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Heather Davis	12/7/2021	Discussions re [REDACTED]	0.4	\$800.00	\$320.00
Amir Nayebdadash	12/7/2021	Discussions re [REDACTED]	0.4	\$700.00	\$280.00
Luke Clapp	12/7/2021	Discussions re [REDACTED]	0.4	\$400.00	\$160.00
Heather Davis	12/7/2021	Review and Revise Motion for PAGA Approval	6	\$800.00	\$4,800.00

Heather Davis	12/7/2021	Review and Revise Stipulation to Continue Trial Date	0.7	\$800.00	\$560.00
Heather Davis	12/7/2021	Draft email to settlement administrator re data issues	0.1	\$800.00	\$80.00
Heather Davis	12/7/2021	Review email from settlement administrator re data issues	0.1	\$800.00	\$80.00
Heather Davis	12/7/2021	Review email from settlement administrator re data issues	0.1	\$800.00	\$80.00
Luke Clapp	12/8/2021	Draft Amended Joint Stipulation of Class Action and PAGA Settlement	0.7	\$400.00	\$280.00
Amir Nayebdadash	12/8/2021	Review email from Defendant's Counsel re Amended Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/8/2021	Discussions re [REDACTED]	0.2	\$700.00	\$140.00
Luke Clapp	12/8/2021	Discussions re [REDACTED]	0.2	\$400.00	\$80.00
Heather Davis	12/9/2021	Review Revisions to PAGA Settlement	0.4	\$800.00	\$320.00
Luke Clapp	12/9/2021	Revise Motion for PAGA Approval	0.7	\$400.00	\$280.00
Luke Clapp	12/9/2021	Draft email to Defendant's Counsel re Motion for PAGA Approval	0.2	\$400.00	\$80.00
Heather Davis	12/10/2021	Review email from Defendant's Counsel re Motion for PAGA Approval	0.2	\$800.00	\$160.00
Heather Davis	12/10/2021	Draft email to Defendant's Counsel re Motion for PAGA Approval	0.2	\$800.00	\$160.00
Luke Clapp	12/10/2021	Review email from Defendant's Counsel re Motion for PAGA Approval	0.2	\$400.00	\$80.00
Luke Clapp	12/10/2021	Review and Revise Declaration of Fernando Salguero in Support of Motion for PAGA Approval	0.8	\$400.00	\$320.00
Heather Davis	12/10/2021	Review and Finalize Declaration of Fernando Salguero in Support of Motion for PAGA Approval	0.4	\$800.00	\$320.00
Amir Nayebdadash	12/10/2021	Review email from Defendant's Counsel re Approval Motion and Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/10/2021	Draft email to Defendant's Counsel re Approval Motion and Settlement	0.1	\$700.00	\$70.00
Amir Nayebdadash	12/10/2021	Review email from Defendant's Counsel re Approval Motion and Settlement	0.1	\$700.00	\$70.00

Amir Nayebdadash	12/10/2021	Prepare for and Attend Call with Defendant's Counsel re Settlement and Approval Motion	0.4	\$700.00	\$280.00
Heather Davis	12/10/2021	Discussion and Strategy re Amended Approval Motion	0.3	\$800.00	\$240.00
Amir Nayebdadash	12/10/2021	Discussion and Strategy re Amended Approval Motion	0.3	\$700.00	\$210.00
Luke Clapp	12/10/2021	Discussion and Strategy re Amended Approval Motion	0.3	\$400.00	\$120.00
Luke Clapp	12/10/2021	Revise Motion for PAGA Approval and Declaration of Heather Davis	1	\$400.00	\$400.00
Luke Clapp	12/10/2021	Review and Revise Joint Stipulation of PAGA Settlement	0.4	\$400.00	\$160.00
Luke Clapp	12/10/2021	Draft email to Defendant's Counsel re Motion for PAGA Approval, Amended Settlement, and Stipulation to Continue Trial	0.4	\$400.00	\$160.00
Luke Clapp	12/13/2021	Draft email to settlement administrator re data issues	0.1	\$400.00	\$40.00
Luke Clapp	12/13/2021	Review email from settlement administrator re data issues	0.1	\$400.00	\$40.00
Luke Clapp	12/14/2021	Draft email to settlement administrator re data issues	0.1	\$400.00	\$40.00
Heather Davis	12/21/2021	Finalize Motion for PAGA Approval	3.1	\$800.00	\$2,480.00
Heather Davis	12/21/2021	Finalize Declaration of Heather Davis	2.3	\$800.00	\$1,840.00
Total Hours Worked: 37.4			37.4		\$21,530.00

Total Amount Due: \$21,310.00

Exhibit 4

SALGUERO V. COLLABERA, INC.

(LOS ANGELES SUPERIOR COURT CASE NO. 20STCV19946)

PROTECTION LAW GROUP LLP - - EXPENSE REPORT

Date	Memo	Debit
March 2020	LWDA Fees	\$ 75.00
June 2020-December 2021	Court Filings and Attorney Service Fees	\$1,737.48
July 2020-December 2021	Service Expenses (Mail/UPS)	\$48.90
October 2020	Mediation with Jeffrey Ross	\$7,000.00
May 2021	Expert Analysis of Time/Payroll Records	\$2,825.00
November 2021	Document Purchase LA Superior Court	\$57.50
December 2021-June 2022	Estimated Future Costs (filing PAG Motion and attending hearing)	\$350.00
TOTAL COSTS:		\$12,094.18

Exhibit 5

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Salguero v. Collabera, Inc.

Saturday, October 2, 2021

Requesting Attorneys Name:

Ryan Aliman

E-Mail:

Ryan@protectionlawgroup.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgrouppclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	2,500
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	8	\$1,200.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	12	\$1,440.00
Toll-Free Telephone Support	Flat Rate	\$650.00	1	\$650.00
NCOA	Flat Rate	\$375.00	1	\$375.00
Certified Spanish Translation	Flat Rate	\$1,250.00	1	\$1,250.00
Storage, Photocopies & Deliveries	Flat Rate	\$300.00	1	\$300.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$5,215.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - (including 1099)	Per Check	\$2.00	2,500	\$5,000.00
USPS First Class Postage	Per Piece	\$0.55	2,500	\$1,375.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.50	500	\$1,250.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$13,125.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	9	\$900.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$1,650.00

WILL NOT EXCEED: \$19,990.00

Exhibit 6

Jeffrey Jimenez

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, December 22, 2021 1:17 PM
To: Jeffrey Jimenez
Subject: Thank you for your Proposed Settlement Submission

12/22/2021 01:16:54 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm