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

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 LOLITA GALVIN, on behalf of herself
11 and all “aggrieved employees” pursuant to
12 Labor Code § 2698 *et seq.*,

13 Plaintiff,

14 v.

15 EMPLOYER SOLUTIONS STAFFING
GROUP II, LLC, a Minnesota limited
liability company, CORONA
16 MAGNETICS, INC., a California
corporation, and DOES 1 through 10,
17 inclusive,

18 Defendants.

CASE NO: RIC2002048

Assigned to Hon. Harold Hopp, Dept. 1

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
SERVICE AWARD PAYMENT, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH PREJUDICE**

Date: June 17, 2024

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 045744568069

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

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

6 **Counsel’s Experience and Recommendation:**

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

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

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my practice is devoted to complex employment litigation similar to the
16 instant action.

17 5. As this Court knows, my firm regularly represents employees in complex
18 employment matters such as this one, with an emphasis in wage and hour issues. I have participated
19 in and have been certified as Court-approved class and representative counsel in hundreds of class
20 and representative action matters since my admission to the Bar. Attached hereto as **Exhibit A** is
21 a true and correct list of some of the cases in which I have represented employees in wage and hour
22 matters and been appointed as class and representative counsel.

23 **Background and Procedural History**

24 6. Defendant ESSG partners with businesses to provide employment staffing solutions.
25 Defendant Corona manufactures a wide range of electro-magnetic components.

26 7. Defendant ESSG employed Plaintiff as a non-exempt employee from June 2019
27 through March 2020 and placed her to work at with Defendant Corona in Riverside County,
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1 California. The PAGA Members are all individuals who were employed by Defendant Corona
2 and/or Defendant ESSG while placed to work for Defendant Corona in California as hourly and/or
3 non-exempt employees at any time from April 6, 2019 through October 27, 2023.

4 8. Plaintiff asserts claims that Defendants failed to pay all minimum and overtime
5 wages earned by Plaintiff and PAGA Members, failed to provide Plaintiff and PAGA Members
6 with legally compliant rest periods, or compensation in lieu thereof, failed to issue accurately
7 itemized wage statements to Plaintiff and PAGA Members, and failed to timely pay Plaintiff and
8 PAGA Members all wages due at the separation of their employment. Plaintiff asserts these claims
9 under PAGA, on behalf of herself, individually, and on behalf of the State of California and other
10 PAGA Members, seeking civil penalties for the alleged Labor Code violations.

11 **Compliance with Procedural Requirements of PAGA:**

12 9. On April 6, 2020, pursuant to Labor Code section 2699.3, Plaintiff gave written
13 notice by online filing with the LWDA and by certified mail, return receipt requested, to
14 Defendants, of the specific provisions of the Labor Code alleged to have been violated, including
15 the facts and theories to support the alleged violation. A true and correct copy of the notice letter
16 to the LWDA is attached hereto as **Exhibit B**.

17 10. On June 18, 2020, and after the LWDA declined to take action within the statutorily
18 permissible time with respect to Plaintiff's April 6, 2020 letter, Plaintiff filed her representative
19 action complaint in this Court.

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

21 11. My office engaged in targeted, formal and informal discovery of Defendants'
22 alleged Labor Code violations, which specifically evaluated the strength and value of the PAGA
23 claims in preparation for a resolution of this Action.

24 12. My office served special interrogatories, form interrogatories, and requests for
25 production of documents on both Defendants, which both Defendants served responses to. Plaintiff
26 also had her deposition taken.

27 13. Plaintiff's Counsel obtained and reviewed (i) relevant policy documents relating to
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the employment of Plaintiff and PAGA Members; and (ii) data relating to the number of alleged violations, including time data.

14. Based on the information received, as well as through discussions with Defendants' Counsel, Plaintiff's Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "PAGA Member" for the relevant statutory period and (ii) construct a damage model that calculated the maximum amount of PAGA penalties that could be levied against Defendants within the PAGA Period based on employee timekeeping data produced by Defendants. At all relevant times, Defendants have disputed Plaintiff's claims and contested both the existence of and extent of liability as alleged by Plaintiff.

15. My office's experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted here, the amount of data that was obtained, and the discussions guided by mediation was sufficient to determine the potential value of the PAGA claim and to evaluate the strength of this claim for purposes of settlement. Defendants, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

16. Below is Plaintiff's PAGA damage model, which includes stacked penalties.

Lolita Galvan v. Employer Solutions & Corona Magnetics, Inc.
PLAINTIFF'S CONFIDENTIAL DAMAGE MODEL

DESCRIPTION	TOTAL	CALCULATION
Number of PAGA Pay Periods (April 6, 2019 - January 25, 2022)	10,950	(approx. 75 employees who were paid weekly for approx. 146 weeks)
LC 2699 - PAGA Penalties (Labor Code 510/558/1194) - Failure to Pay all Minimum and Overtime Wages	\$1,095,000	(\$100/pay period)
LC 2699 - PAGA Penalties (Labor Code 226.7/558) - Failure to Provide Rest Periods	\$1,095,000	(\$100/pay period)
LC 2699 - PAGA Penalties (Labor Code 226/226.3) - Wage Statement Penalties	\$1,095,000	(\$100/pay period)
LC2699 - PAGA Penalties (Labor Code 201-202) - Failure to Timely Pay Wages at Separation of Employment	\$4,600	(approx. 46 former employees x \$100 each)
TOTAL PAGA PENALTIES	\$3,300,550.00	

17. Prior to settlement, my office created the above damage analysis using assumptions based on the sampling information obtained through formal and informal discovery. Defendants' time data consisted of scanned copies of punch in and out records, many of which were illegible. Accordingly, Defendants' Counsel provided Plaintiff's Counsel with the number of PAGA Members and the aggregate number of pay periods worked by PAGA Members through mediation and Plaintiff's Counsel prepared an assumption-based damage analysis based on these numbers.

1 This damage analysis reveals that the negotiated settlement falls within a realistic range of recovery
2 on PAGA Members' claims.

3 18. Plaintiff alleges that Defendants failed to pay PAGA Members all wages due by
4 rounding down the hours reflected on PAGA Members' time records to pay fewer hours than were
5 actually worked, in violation of Labor Code §§ 510, 558, and 1194. Based on the records provided,
6 Defendants utilized a 1/10th of an hour rounding practice.

7 19. Defendants' liability for this claim was up to \$1,095,000 in civil PAGA penalties,
8 assuming one \$100 penalty per pay period. Defendants maintained numerous defenses to this claim,
9 including that any rounding done was fair and neutral on its face and any underpayment of wages,
10 if any, would be minimal.

11 20. Plaintiff also alleges that PAGA Members were routinely denied, and not authorized
12 to take, a proper, timely, uninterrupted, rest period for every four hours worked, but were not paid
13 premium wages of one hour's pay for each missed rest period. Plaintiff further contends that
14 Defendants maintained an unlawful written rest period policy requiring employees to remain on the
15 premises during these breaks. This subjected Defendants to up to \$1,095,000 in theoretical civil
16 PAGA penalties. Defendants maintained various defenses to this claim: that employees always took
17 their rest periods; that any employee who did not take a rest period voluntarily waived it; that
18 Defendants did not know or have any reasonable reason to know that any employee was working
19 through authorized rest periods; that Defendants maintained legally compliant written rest period
20 policies; and that this claim had significant manageability issues. What's more, Defendants contend
21 that all employees take their rest breaks at the same time in order to allow production to stop, and
22 can always leave the premises during their breaks notwithstanding the policy.

23 21. Plaintiff sought up to \$1,095,000 under PAGA for wage statement violations
24 pursuant to Labor Code § 226, premised on "derivative" violations for failing to pay all wages due,
25 as discussed above. Defendants argued that Plaintiff would not prevail on her underlying unpaid
26 wages and rest period claims at all, so there would be no wage statement penalties awarded.
27 Defendants argued that employees were always appropriately compensated and suffered no injury,
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1 such that a condition to recovery of penalties under Labor Code § 226 was not satisfied.

2 22. Finally, Plaintiff asserted a claim for waiting time penalties under Labor Code § 203
3 which was valued at up to \$4,600 for approximately 46 former employees (one violation per
4 separated employee). This claim also faced substantial risk because of the good faith defense
5 proffered by Defendants.

6 23. If Plaintiff stacked penalties, the maximum value of the PAGA claims would be
7 approximately \$3,300,550. However, recovery on these claims was not certain. PAGA claims are
8 discretionary, such that the Court could (and almost certainly would) decline to award their full
9 value. The Court could award far less than the maximum value on these penalty claims, particularly
10 where, as here, they greatly exceed the value of the underlying wage claims. Considering the
11 numerous claims asserted by Plaintiff and the obstacles to prevailing on many of them, it is possible
12 that she would not prevail on one or more of them, such that her PAGA claims as to some or all of
13 her claims would also fail. The compromised settlement amount takes these risks into account. A
14 discount on the maximum value of PAGA Members' claims was required (and warranted) to
15 resolve the matter at this stage of the litigation.

16 24. On January 25, 2022, the Parties participated in a mediation session with a respected
17 mediator and retired jurist, Hon. Michael A. Latin (Ret). This mediation did not end in a resolution.
18 On September 27, 2023, the Parties again participated in a mediation session with a respected
19 mediator, Brandon McKelvey, Esq. During the second mediation, the Parties engaged in arm's-
20 length negotiations and reached a resolution of the PAGA claims asserted in this Action

21 **Settlement Terms:**

22 25. The Parties jointly prepared and executed a Settlement Agreement and Release of
23 Private Attorneys General Act Claim (the "Settlement" or "Settlement Agreement"). A true and
24 correct copy of the Settlement is attached hereto as **Exhibit C**.

25 26. Defendants represent there are approximately 121 Aggrieved Employees who
26 worked up to 10,950 aggregate pay periods through the first mediation.
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1 27. All PAGA Members will receive a pro rata share of the \$23,481.25 allocated to
2 them, which shall be distributed based on the number of pay periods each Aggrieved Employee
3 worked for Defendants in California during the PAGA Period. Although these calculations will
4 not be made until after approval, a rough estimation of the value to the approximately 121
5 individuals falling within the definition of “PAGA Member” may be gleaned from the fact that an
6 equal division would provide about \$194.06 to each PAGA Member, net of payments to the
7 LWDA, the Settlement Administrator, attorney’s fees and costs, and a Service Award Payment to
8 Plaintiff. The LWDA will be paid a substantial \$70,443.75.

9 28. Phoenix Settlement Administrators, a reputable settlement administration company,
10 has agreed to administer the settlement for no more than \$2,950, submitting a competitive bid.

11 29. Finally, under the terms of the Settlement Agreement, the value of checks uncashed
12 more than 180 days after issuance shall be remitted to the Unclaimed Property Fund of the
13 California State Controller’s Office to be held in the name of the PAGA Member. The Parties
14 agree that it is in the best interest of the PAGA Members for the value of checks uncashed more
15 than 180 days after issuance to be remitted to the Unclaimed Property Fund of the California State
16 Controller’s Office to be held in the name of the Aggrieved Employee. Counsel for Plaintiff attests
17 that their office regularly receives calls from class members or aggrieved employees years after a
18 case has settled to inquire about obtaining their settlement share because they did not cash their
19 check in time, lost their check, or never received their check. By remitting the unclaimed checks
20 to the State Controller, the PAGA Members have a chance to receive their individual settlement
21 payment after the check cashing deadline.

22 30. This case addresses violations of important employee protections embodied in the
23 California Labor Code – namely, that Defendants failed to pay all minimum and overtime wages
24 earned by Plaintiff and PAGA Members, in violation of Labor Code §§ 510, 558, and 1194; failed
25 to provide Plaintiff and PAGA Members with legally compliant rest periods, or compensation in
26 lieu thereof, in violation of Labor Code §§ 226.7 and 558; failed to issue accurately itemized wage
27 statements to Plaintiff and PAGA Members, in violation of Labor Code §§ 226(a) and 226.3; and
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1 failed to timely pay Plaintiff and PAGA Members all wages due at the separation of their
2 employment, in violation of Labor Code §§ 201-202.

3 31. As discussed throughout the Motion, this Settlement achieves great value for
4 Plaintiff, PAGA Members, and the State of California. While Defendants' potential liability could
5 be up to \$3,300,550, if penalties were stacked, there is no California authority that expressly permits
6 the practice of stacking penalties. Additionally, Courts have held that Defendants may not be
7 subject to heightened penalties if they were not notified by the Labor Commissioner or any court
8 in California that they were subject to the California Labor Code. Therefore, the more accurate
9 measure of Defendants' potential liability is to multiply the 10,950 aggregate pay periods by \$100
10 each, which totals approximately \$1,095,000 in theoretical exposure.

11 32. Furthermore, Defendants contend they acted within the requirements of California
12 law at all times as to all PAGA Members. In particular, Defendants contend that they paid all
13 employees all wages due. Defendants also contend that they maintain compliant rest break
14 practices. Defendants further contend that not every pay period at issue involved an alleged Labor
15 Code violation subject to civil penalties. Moreover, Defendants maintained that even if the Court
16 did award penalties, the Court could and would *substantially* reduce the penalties awarded based
17 on the discretionary factors contained in Labor Code § 2699(e)(2).

18 33. Based on these disputes, which had the potential to completely eliminate Plaintiff's
19 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
20 by a "maximum possible liability" amount of approximately \$1,095,000, and a net-zero recovery
21 based on the defenses asserted by Defendants. Notwithstanding the existence of such issues, the
22 Settlement achieves a significant benefit – approximately 17% recovery of the maximum possible
23 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
24 set forth in the Settlement Agreement.

25 **Attorneys' Fees:**

26 34. My office is submitting an attorney fee request of \$65,625. Based on a projected
27 final lodestar of \$55,155, this yields a "negative multiplier" of approximately 0.78 under the
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1 \$65,625 fee request. The billing rates used to compute the lodestar are reasonable in view of the
2 evidence submitted herewith. A true and correct copy of our billing records is attached hereto as

3 **Exhibit D.**

4 35. As detailed in the first few paragraphs of this declaration, I have practiced law in
5 California since 2007 and most of that time has been dedicated exclusively to representing
6 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
7 and class action contexts. My reasonable hourly rate is \$700; this rate has been approved by judges
8 throughout California over the past year.

9 36. Mr. Katofsky is a highly skilled and experienced litigator with 23 years of
10 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
11 Law. His hourly rate of \$750 reflects his extensive experience and education and comports to the
12 market rate. This rate has been approved by judges throughout California over the past year.

13 37. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
14 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
15 experience litigating wage and hour cases in California. His proffered hourly rate of \$625 has been
16 approved by judges throughout California over the past year.

17 38. Sepideh Ardestani is an experienced lawyer with experience in litigation matters,
18 including employment law and class actions. She is a 2004 graduate of University of California,
19 Los Angeles (B.A.), a 2009 graduate of Whittier School of Law (J.D.), and a 2010 graduate of
20 Santa Clara School of Law (L.L.M.). Her hourly rate of \$550 is reasonable based on her education
21 and experience and comports to the market rate; it has been approved as reasonable by other
22 California courts.

23 39. Ms. Amelia Booth is a paralegal who graduated from the University of Puget Sound
24 in 2018, with a Bachelor of Arts in Political Science. She is a first-year law student at St. Francis
25 School of Law. She has over five years of civil litigation experience as a paralegal, including
26 extensive work on complex civil cases. Based on her training and experience, her proffered hourly
27 rate of \$200 is reasonable.
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1 40. In total, our lodestar is \$83,765.

2 41. This case was taken on a contingency basis with the real risk that my office would
3 receive no compensation whatsoever for our efforts. The potential costs which we can be required
4 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
5 described above, my firm has extensive experience in representative action litigation, particularly
6 in the employment context, and as detailed herein, the PAGA Members and the State of California
7 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

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

15 43. Notwithstanding the existence of issues having the potential to eliminate recovery
16 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
17 PAGA awards routinely approved by the courts, but it also recovers monies for PAGA Members
18 which they otherwise would not receive.

19 44. Representative action work also requires specialized learning and the willingness to
20 take large risks. My office has extensive experience in wage and hour representative action
21 litigation, particularly in the employment context, as detailed herein.

22 45. Furthermore, as described above, the PAGA Members and the State of California
23 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

24 46. A small firm like ours can only properly litigate a limited number of cases at one
25 time. The requirements of this case were significant. Had we not reached a settlement with
26 Defendants, the demands of this case would have required a significant portion of our resources.
27 We were precluded from taking other employment cases due to the demands of litigating this case.
28

1 **Counsel's Costs:**

2 47. My firm's total costs are \$17,852.30 and include, among other expenses, filing fees,
3 postage, future costs, and mediation fees. A true and correct copy of an itemized list of costs
4 incurred by my firm in this action is attached hereto as **Exhibit E**. These costs were reasonably
5 incurred in litigating this matter.

6 **Plaintiff's Enhancement and General Release Payment:**

7 48. The Parties have agreed that Plaintiff will be paid an enhancement and general
8 release payment in the amount of \$10,000. This payment is intended to recognize the time and
9 effort that Plaintiff spent on behalf of other Aggrieved Employees and the State and for Plaintiff's
10 full general release of claims against Defendants.

11 49. Without Plaintiff's efforts, there would be no recovery at all. The requested award
12 is appropriate to compensate Plaintiff for the risk and expense she incurred in conferring a benefit
13 on the Aggrieved Employees and the State of California, as well as for her full general release of
14 all claims against Defendants. As a result of the named Plaintiff's efforts, the Aggrieved
15 Employees will receive monetary settlement payments, and the State of California will receive
16 \$93,925 to be put toward education about and enforcement of California's labor laws.

17 50. Plaintiff is also entering into a full general release against Defendants and their
18 Released Parties, which is far broader than the release by other Aggrieved Employees. Specifically,
19 Aggrieved Employees are releasing only limited PAGA civil penalty claims, while Plaintiff is
20 releasing all claims which she asserts or could assert against Defendants. No other Aggrieved
21 Employee is subject to this broad form of release.

22 51. The value of Plaintiff's individual wage and hour claims is substantial. Attached
23 hereto as **Exhibit F** is a true and correct copy of Plaintiff's individual damage analysis prepared by
24 my office.

25 52. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action.
26 To resolve the Action, Defendants sought a full general release of Plaintiff's claims.
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1 53. Without the resolution and release of Plaintiff's individual claims, litigation would
2 continue in a piecemeal fashion. The Parties wished to avoid further litigation, and agreed that a
3 global resolution of Plaintiff's individual claims and the PAGA claims asserted in the Complaint
4 was in the best interest of all parties involved, and thus, a general release by Plaintiff was
5 appropriate.

6 I declare, under penalty of perjury, under the laws of the State of California, that the
7 foregoing is true and correct. Executed on May 21, 2024, at Westlake Village, California.
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9 *Daniel F. Gaines*
10 _____
11 DANIEL F. GAINES
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EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

April 6, 2020

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Employer Solutions Staffing Group II, LLC
7480 Flying Cloud Drive, Suite 200
Eden Prairie, MN 55344

Defendant mailed certified # 70190700000201196489

Agent for Service of Process:
Cogency Global Inc.
122 E. 42nd Street, 18th Floor
New York, NY 10168

Agent mailed certified # 70190700000201196496

Corona Magnetics, Inc.
201 Corporate Terrace Street
Corona, CA 92879

Defendant mailed certified # 70190700000201196502

Agent for Service of Process:
Jay Paasch
201 Corporate Terrace Street
Corona, CA 92879

Agent mailed certified # 70190700000201196519

Re: ***Labor Code Violations of Employer Solutions Staffing Group II, LLC and Corona Magnetics, Inc.— Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Lolita Galvin, a former non-exempt California employee of Employer Solutions Staffing Group II, LLC and Corona Magnetics, Inc. (hereinafter, collectively "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Our client alleges that Defendants failed to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558 and 1194, when it rounded down the hours reflected on our client's and other non-exempt Aggrieved Employees' time records to pay fewer hours than were actually worked. On a weekly basis, this rounding deprived our

client and other non-exempt Aggrieved Employees of significant hours worked. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558 and 1194.

Our client also alleges that Defendants failed to pay premium wages to her and other non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 9-2001. Our client and non-exempt Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When they were able to take a rest period, they were not permitted to leave the Defendants' premises, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 9-2001.

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

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

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

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

Labor & Workforce Development Agency
Employer Solutions Staffing Group II, LLC
Corona Magnetics, Inc.
April 6, 2020
Page 3

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

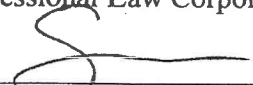
By: 
SEPIDEH ARDESTANI

EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS
GENERAL ACT CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act Claim ("Settlement Agreement") is made by and between, on the one hand, Lolita Galvin ("Plaintiff"), on behalf of herself and all "aggrieved employees," and on the other hand, Defendants Employer Solutions Staffing Group II, LLC ("ESSG") and Corona Magnetics, Inc. ("Corona") (ESSG and Corona are collectively referred to as "Defendants"). Plaintiff and Defendants are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

A. Definitions

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

1. "Action" or "Lawsuit" means and refers to *Lolita Galvin, et al. v. Employer Solutions Staffing Group II, LLC and Corona Magnetics, Inc., et al.*, Riverside County Superior Court Case No. RIC2002048. The operative complaint in the Action is the Representative Action Complaint filed on June 18, 2020.
2. "Active Date" means the latest of: (i) the Effective Date, if no objection is made or filed to the Settlement Agreement; (ii) if an objection is made or filed, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed, and an appeal is filed, the date that an appeal is resolved resulting in a court order approving this Settlement Agreement.
3. "Agreement" or "Settlement Agreement," shall mean this Settlement Agreement and Release of the Private Attorneys General Act Claim, together with all attached Exhibits.
4. "Attorney's Fees and Costs" means the sum for which Plaintiff's Counsel shall make application to the Court, that shall not exceed 35% of the Gross Settlement Amount (\$65,625), and actual litigation costs, not to exceed \$15,000, which shall be paid out of the Gross Settlement Amount.
5. "Court" shall mean the Superior Court of the State of California, County of Riverside.
6. "Defendant Corona's Counsel" means and refers to The Law Office of Thomas W. Sardoni.
7. "Defendant ESSG's Counsel" means and refers to Ballard Rosenberg Golper & Savitt, LLP.
8. "Effective Date" means the date the Court approves the terms of the Settlement set forth in this Agreement and has entered the Final Order and Dismissal.
9. "Eligible Pay Period" means any pay period worked by a PAGA Member in California for Defendant Corona and/or Defendant ESSG while placed to work with Defendant Corona as a non-exempt, hourly employee, at any time during the PAGA Period. Defendants represent there are 110 PAGA Members during the PAGA Period. If the total number of PAGA Members during the PAGA Period exceeds 121 members (e.g., 10% more than represented), the Gross Settlement Amount will increase pro rata based on the number in excess of 121 PAGA Members during the PAGA Period (the "Escalator Payment"), with Defendant Corona to pay 100% of any required Escalator Payment.

10. "Final Order" means the Court's Order granting the Stipulation and Order Approving the PAGA Settlement (or Motion for Approval of the PAGA Settlement, if required) set forth in this Agreement, and dismissing the Action with prejudice.

11. "Funding Date" means fifteen (15) calendar days after the Active Date.

12. "Gross Settlement Amount" or "GSA" means the maximum settlement amount that Defendants will pay in connection with the Settlement of the Action. The GSA is One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500), subject to the Escalator Payment memorialized in Paragraph 9, above. No part of the GSA shall revert to Defendants under any circumstances. Defendants shall pay no more and no less than the GSA to resolve the Action as described herein.

13. "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Fund that shall be paid to the California Labor & Workforce Development Agency ("LWDA") pursuant to the PAGA for civil penalties.

14. "Net Settlement Amount" or "PAGA Penalty Fund" is the amount that remains after deduction of Plaintiff's Counsel's Attorney's Fees and Costs, Plaintiff's Service Award Payment, and the Settlement Administrator's fees and costs from the Gross Settlement Amount.

15. "Notice" means the written notice to be mailed to all PAGA Members with their settlement payment checks, once the Court enters its Final Order, and the Active Date occurs, in a form substantially similar to Exhibit A, and as approved by the Court.

16. "PAGA Member(s)" means all current and former non-exempt, hourly employees of Defendant Corona and/or Defendant ESSG while placed to work for Defendant Corona and who worked at least one shift in California during the PAGA Period.

17. "PAGA Period" or "Statutory Period" means the time period from April 6, 2019 to October 27, 2023.

18. "PAGA Settlement" or "Settlement" means the settlement of the Action memorialized in this Agreement.

19. "Plaintiff's Counsel" means Daniel F. Gaines, Alex P. Katofsky, and Evan S. Gaines of Gaines & Gaines, APLC.

20. "Plaintiff's Service Award Payment" means and refers to the individual settlement payment to Plaintiff in the amount of up to Ten Thousand Dollars (\$10,000) as consideration for Plaintiff's execution of this Agreement and her full general release of all claims as to the Released Parties.

21. "Released Parties" means Defendants, and their present and former parents, subsidiaries, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors and assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of them.

22. "Settlement Administrator" means Phoenix Class Action Administration Solutions, or a different third-party administrator agreed to by the Parties and approved by the Court.

///

B. General

23. On or about April 6, 2020, Plaintiff sent a PAGA Notice to the LWDA, with a copy to Defendants via U.S. Certified Mail, alleging the following claims against Defendants: (1) failure to pay minimum and overtime wages earned; (2) failure to provide rest periods; (3) failure to provide accurate itemized wage statements; and (4) waiting time penalties.

24. Without indication from the LWDA it intended to investigate the claims, on June 18, 2020, Plaintiff filed the Action in the Superior Court of California, County of Riverside, which alleged the claims identified in Plaintiff's PAGA Notice.

25. Defendants deny all of Plaintiff's claims and allegations, as referenced in the Action and the PAGA Notice, and further deny any liability or wrongdoing of any kind associated with the claims alleged in the Action (or otherwise).

26. The Parties have conducted a thorough investigation into the facts of the Action. This included, among other things, informal and formal discovery, a deposition of Plaintiff, and the exchange of extensive information and key documents relating to the underlying alleged violations. On January 25, 2022, the Parties engaged in an unsuccessful private mediation with the Hon. Michael Latin (Ret.). After engaging in private mediation with Brandon McKelvey, Esq. on September 27, 2023, the Parties reached the proposed Settlement described in this Agreement, and believe it is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of claims alleged by Plaintiff on behalf of the State of California and the LWDA, and it is the desire and intention of the Parties to effect a final and complete resolution of the representative claims Plaintiff has alleged against Defendants and/or any of the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendants.

27. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. Labor Code §§ 2698, *et seq.* Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as is the case here, or does investigate and determines a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of herself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

28. California Labor Code § 2699(1)(2) provides "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part."

29. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. Terms of Settlement

30. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties

agree to the following binding settlement of the Action.

31. Upon the Court entering the Final Order and the Active Date occurring, Defendants shall pay the non-reversionary Gross Settlement Amount of One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500), subject to the Escalator Payment memorialized in Paragraph 9, above. Defendant Corona shall pay One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500) and Defendant ESSG shall pay Fifteen Thousand Dollars (\$15,000). The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration will be paid from the Gross Settlement Amount, and shall not exceed \$5,000. The Administrator's services will include, but not be limited to the following: updating PAGA Members' mailing addresses through a search of the National Change of Address database maintained by the U.S. Post Office, and skip-tracing bad addresses on the return of the PAGA Members' Notice and settlement payment checks; formatting and printing the Notice to be mailed to the PAGA Member with their settlement payment checks; calculating, issuing and mailing payments to LWDA and PAGA Members; performing tax reporting to the appropriate authorities, among other things called for by this Agreement. Subject to Court approval, the Parties agree to use Phoenix Class Action Administration Solutions as the Settlement Administrator.
- b. **Attorney's Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid up to 35% of the GSA (\$65,625) from the GSA, as reasonable attorney's fees, plus actual litigation costs of up to \$15,000, also to be paid from the GSA, incurred to litigate the Action and to obtain Court approval of the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for the Attorney's Fees and Costs awarded. In no circumstance(s) shall Defendants be liable for any payment(s) of Attorney's Fees and Costs separate from the GSA.
- c. **Plaintiff's Service Award Payment:** The Parties agree that, subject to the Court's review and approval, Plaintiff will be paid up to Ten Thousand Dollars (\$10,000), which is Plaintiff's Service Award Payment. The appropriate tax documents shall be provided to Plaintiff.
- d. **PAGA Penalty Fund:** After deducting the Attorney's Fees and Costs, Plaintiff's Service Award Payment, and Settlement Administration Costs from the Gross Settlement Amount, the remaining net settlement amount, the PAGA Penalty Fund, will be apportioned as required by the PAGA, Labor Code section 2699(i), with distribution of 75% to the LWDA, (the "LWDA Payment") and 25% to the PAGA Members. The PAGA Penalty Fund shall encompass all payments to the LWDA and to the PAGA Members.
- e. **PAGA Penalty Fund Allocation:** The PAGA Penalty Fund, estimated at \$91,875 shall be allocated \$68,906.25 (75%) for the LWDA Payment, and \$22,968.75 (25%) to the PAGA Members, to be distributed on a proportionate basis, using the number of Eligible Pay Periods each PAGA Member worked during the PAGA Period, as detailed in Paragraph 39, herein.

- f. **Taxes and Reporting:** Each PAGA Member's individual share will be treated as non-wage income for which the Administrator shall issue an IRS Form 1099 to be mailed together with the PAGA Member's settlement check, and reported to the applicable governmental authorities, if required by law as determined by the Settlement Administrator.

D. Release as to the PAGA Representative Claims

32. Upon approval by the Court of this Settlement, and subject to Defendants' payment of the GSA, Plaintiff, individually and in her representative capacity on behalf the State of California and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims for penalties arising under the Private Attorneys General Act of 2004 that were either alleged, or that reasonably could have been alleged based on the factual allegations contained in the Lawsuit, including, but not limited to, claims pursuant to Labor Code sections, 201, 202, 203, 226(a), 226.3, 226.7, 510, 558, and 1194, and any and all other civil penalties, attorneys' fees, and/or costs under the Private Attorneys General Act of 2004, within the PAGA Period (the "Released PAGA Claims").

33. The Final Order shall not bind or release the PAGA Members' individual wage claims (or other individual claims). However, in accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Final Order shall be binding on the PAGA Members as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Members mailed together with their Settlement payment checks and IRS 1099 Forms.

E. General Release as to Plaintiff's Claims

- a. **Complete and General Release:** In exchange for the consideration, promises and covenants contained in this Agreement, and subject to Defendants' full payment of the GSA as provided herein, Plaintiff, on behalf of herself and her agents, representatives, attorneys, spouses, heirs, executors, administrators, successors and assigns, now or hereafter, hereby releases, waives and forever discharges Defendants and the Released Parties, from any and all claims, liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or her heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of Plaintiff's execution of this Agreement related in any way to her employment with Defendants or separation thereof from Defendants ("Plaintiff's General Release").

The scope of Plaintiff's General Release extends to claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act (to include but not limited to, acting as a PAGA representative), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair

Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the California Family Rights Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination, and/or retaliation on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders, failure to prevent harassment, discrimination, and/or retaliation, failure to accommodate, failure to engage in the interactive process, retaliation; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have prior to the date of Plaintiff's execution of this Agreement. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for Plaintiff's General Release to be as broad as possible.

Plaintiff represents and acknowledges that the Service Award contained in the Agreement shall constitute the entire consideration provided to Plaintiff and Plaintiff will not seek any further compensation for any claim, damage, cost, or attorney's fees in connection with the matters encompassed in the Agreement. Plaintiff represents and acknowledges that the Service Award contained in the Agreement constitutes a full satisfaction and accord of any claims Plaintiff has or may have against any of the Released Parties. Plaintiff acknowledges the Payment constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in the Agreement.

- b. **Section 1542 Waiver:** Plaintiff stipulates and agrees that she expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes to be true with respect to the subject matter of the Release, but Plaintiff upon the Active Date shall fully, finally, and forever settle and release any and all of the claims released pursuant to Plaintiff's General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

- c. **Non-Waivable Rights:** Plaintiff's General Release does not apply to any claims that cannot be released as a matter of law. The provisions of this Section D(c) also do not preclude filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, she waives the right to recover any damages or to receive other relief directly from the Released Parties in any claim or suit brought by or through the EEOC, NLRB, OSHA or any other federal, state, or local agency on her behalf.

F. Settlement Approval and Implemental Procedures

34. Plaintiff's Counsel shall prepare a stipulation for approval of the Settlement (or motion, if required) pursuant to California Labor Code § 2699(1)(2). Defendants shall not oppose such a motion or stipulation. Defendant Corona's and Defendant ESSG's Counsel will work with Plaintiff's Counsel to provide Plaintiff's Counsel with, and allow Plaintiff's Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiff's Counsel. As required by Labor Code, at the time the motion or stipulation for approval of the Settlement is filed with the Court, Plaintiff's Counsel shall submit the motion or stipulation, together with its exhibits, to the LWDA.

35. Within three (3) business days after the Effective Date, the Settlement Administrator shall send Defendant Corona's and Defendant ESSG's Counsel electronic wiring instructions to fund the Gross Settlement Amount.

36. No later than the Funding Date, Defendants will send to the Settlement Administrator a list which shall provide for each PAGA Member, the following information: (1) full name; (2) last known address; (3) social security number; and (4) the number of Eligible Pay Periods (the "Data List"). The fact that Defendants may not possess/maintain/know any or all of the PAGA Members' contact information shall not constitute a breach of this Agreement or be grounds for enforcement; however, Defendants will conduct a reasonable search and diligent inquiry to obtain such information and provide to the Settlement Administrator. The Data List shall be treated as and remain confidential and be used solely to manage the notice and payment process described herein, and for no other purpose, and shall not be disclosed to anyone other than the Settlement

Administrator, except as may be required by applicable taxing authorities, or pursuant to express written authorization of Defendants, the PAGA Members or by order of the Court.

37. No later than the Funding Date, Defendants shall each wire their share of Gross Settlement Amount to the Settlement Administrator. Upon receipt of payment from Defendants, the Administrator will distribute the Gross Settlement Amount as ordered by the Court. If an additional payment is required to fund the GSA pursuant to the Escalator Payment clause memorialized in Paragraph 9, above, Defendants shall fund that payment no later than ten (10) calendar days after the Settlement administrator confirms the additional amount due. The Gross Settlement Amount must be fully funded prior to any disbursements will be made. Should either Corona or ESSG fail to fund the Gross Settlement Amount at the time and in the amounts as provided for by this Agreement, and unless otherwise agreed upon by the Parties or ordered by the Court, Plaintiff may elect to enforce this Agreement or, at her option, this Agreement and the settlement described within it, shall be rescinded, and the Parties shall be restored to their respective positions as of September 27, 2023.

38. The Settlement Administrator will perform all settlement administration duties, including (i) a National Change of Address ("NCOA") database search; (ii) skip trace to update PAGA Members' addresses on the return of undelivered Notices and checks; (iii) issuing the Notice and payments to all PAGA Members; (iv) issuing all required IRS forms, and reporting same to the applicable taxing authorities; and (v) issuing payment to the LWDA, PAGA Members, Plaintiff's Counsel and to itself.

39. The Administrator shall have the authority and obligation to calculate the amounts of the PAGA Members' Settlement payments in accordance with the methodology set forth in this Agreement and orders of the Court. Each PAGA Member will be eligible to receive a Settlement payment based on the total number of his/her Eligible Pay Periods worked during the PAGA Period in relation to the aggregate number of Eligible Pay Periods worked by all PAGA Members during the PAGA Period, e.g.

$$\text{PAGA Member Payment} = \$22,968.75 \times \frac{\text{PAGA Member's Number of Eligible Pay Periods}}{\text{All PAGA Members' Eligible Pay Periods}}$$

40. All disbursements to the PAGA Members, the LWDA, the Settlement Administrator, and Plaintiff's Counsel required under this Settlement Agreement shall be made within ten (10) business days after Defendants fully fund the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the PAGA Members' Settlement payments to all counsel, and receive approval from all counsel as to such amounts. Any Party's failure to respond to the Settlement Administrator's request for approval within five (5) business days shall be deemed approval of the calculations.

41. PAGA Members shall have 180 calendar days after mailing to cash their individual settlement checks. If any PAGA Member's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each respective PAGA Member whose check was uncashed and voided. Neither Defendants, Defendant Corona's and ESSG's Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to PAGA Members whether or not they all cash their

settlement checks. Therefore, Defendants will not be required to pay any interest on said amount. In no circumstance(s) shall Defendants be liable for any interest payment(s).

42. By no later than 240 days after mailing Settlement payment checks to all PAGA Members, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant Corona's and Defendant ESSG's Counsel with a declaration setting forth the disbursements made to the PAGA Members, the LWDA, Plaintiff's Attorneys for attorneys' fees and litigation costs, and to itself, and shall include information regarding the number of uncashed checks as of that date, the aggregate sum of uncashed checks, and the timeline for transmittal of sum represented by all uncashed checks to California's Controller, Unclaimed Property Division (if applicable).

G. Miscellaneous Provisions

43. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a dismissal, or (c) the approval of the Settlement is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

44. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

45. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

46. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and Defendants Corona's and ESSG's Counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order.

47. **No Prior Assignments:** The Parties hereto 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 rights released and discharged by this Settlement Agreement.

48. **No Admission:** Defendants deny any and all liability to Plaintiff and/or the PAGA Members in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action based on the facts set forth in the Representative Action Complaint. Nonetheless, Defendants wish to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome

litigation. Defendants also have taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

49. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

50. **Enforcement Actions:** This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6, and the Court shall retain jurisdiction to enforce this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

51. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Daniel F. Gaines
Gaines & Gaines, APLC
4550 E Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362

To Defendant Corona:

Thomas W. Sardoni
The Law Office of Thomas W. Sardoni
3890 11th Street, Suite 104
Riverside, CA 92501

To Defendant ESSG:

David Fishman
Ballard Rosenberg Golper & Savitt, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436

52. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their or its counsel participated in the drafting of this Settlement Agreement.

53. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

54. **Modification:** This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

55. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

56. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

57. **Continuing Jurisdiction:** After entry of the Final Order, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 and as otherwise allowed by law solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters; and (iii) such post-Final Order matters as may be appropriate under court rules or as set forth in this Settlement.

58. **Waiver of Appeals:** The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement and/or unless a non-Party files an appeal.

59. **Publicity:** With respect to the Settlement, Plaintiff, Defendants, Defendants Corona's and ESSG's Counsel, and Plaintiff's Counsel agree not to publicize, contact the media, or disclose to the public any information about the Settlement or the negotiation process, with the exception of filing this Settlement Agreement with the Court, and submitting it to the LWDA, informing the Court of the manner in which the Settlement was obtained, and the reasons in support of the fairness of the Settlement only insofar as necessary to obtain Court approval of the settlement of the Action. Plaintiff's Counsel may also respond to inquiries by PAGA Members and the LWDA. With respect to the terms of this Settlement, Plaintiff's Counsel agrees not to post the terms of the Settlement on their website or initiate contact with the media about its terms or the negotiations. If asked by the media, Plaintiff's Counsel and Plaintiff agree to state, "The matter was amicably settled. Any further information about the settlement may be obtained by going to the Court's website." Plaintiff's Counsel agrees that they will not circumvent this Agreement by facilitating or encouraging any PAGA Group member or any other individual to do what Plaintiff and her counsel have agreed not to do.

60. **Binding On Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

61. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of the Private Attorneys General Act Claim as of the date set forth below.

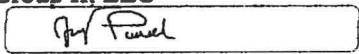
Dated: 02 / 02 / 2024

By: 
Plaintiff, Lolita Galvan

Dated: 04/09/2024

By: 
Defendant, Employer Solutions Staffing Group II, LLC

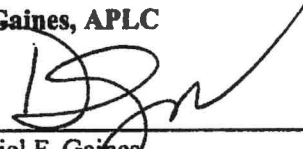
Dated: 4/18/2024

By: 
ID: 0K4KPF6abbFyPh29eol8kps00
Defendant, Corona Magnetix, Inc.

AS TO FORM:

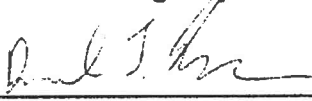
Gaines & Gaines, APLC

Dated: 2/2/2024

By: 
Daniel F. Gaines
Attorneys for Plaintiff

Ballard Rosenberg Golper & Savitt, LLP

Dated: 4/9/24

By: 
David Fishman
Attorneys for Defendant Employer Solutions Staffing Group II, LLC

The Law Office of Thomas W. Sardoni

Dated: 4/19/2024

By: 
Thomas W. Sardoni
Attorneys for Defendant, Corona Magnetix, Inc.

Exhibit A

«DATE»

«FIRST_NAME» «LAST_NAME»

«ADDRESS 1»

«ADDRESS 2»

Re: Settlement Payment from *Lolita Galvin, et al. v. Employer Solutions Staffing Group II, LLC and Corona Magnetics, Inc., et al.*

Dear «FIRST_NAME» «LAST_NAME»

By order of the San Bernardino County Superior Court, enclosed is your payment from the settlement of the *Lolita Galvin, et al. v. Employer Solutions Staffing Group II, LLC and Corona Magnetics, Inc., et al.*, litigation filed in the Riverside County Superior Court, Case No. RIC2002048 (the "Lawsuit").

The Lawsuit was filed against Employer Solutions Staffing Group II, LLC ("ESSG") and Corona Magnetics, Inc. ("Corona") (collectively referred to as "Defendants") under the California Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (abbreviated "PAGA") for alleged violations of the California Labor Code. The claim was brought on behalf of the State of California and all current and former non-exempt, hourly employees who worked for Defendant Corona and/or Defendant ESSG while placed to work for Defendant Corona in California at any time from April 6, 2019 through October 27, 2023 ("PAGA Members"). You have been identified as a PAGA Member, on whose behalf the case was brought.

The plaintiff in the Lawsuit claimed Defendants owed civil penalties under PAGA for violating certain provisions of the California Labor Code. The provisions of the California Labor Code that were alleged to have been violated are: (1) failure to pay minimum and overtime wages earned; (2) failure to provide rest periods; (3) failure to provide accurate itemized wage statements; and (4) waiting time penalties. Defendants vigorously deny they did anything wrong or owe any PAGA penalties to the State of California or to PAGA Members.

The Riverside County Superior Court has not ruled on the merits of the Lawsuit but it has approved the settlement between the Parties, including the civil penalties settlement amount to be paid by Defendants. Pursuant to California law, a portion of that settlement amount goes to the State of California's Labor and Workforce Development Agency ("LWDA"). Another portion of the settlement amount goes to the PAGA Members. In agreeing to this settlement, Defendants do not admit that they are liable in any way to any individuals for the alleged violations. The settlement of this Lawsuit and Final Approval Order does not in any way release a PAGA Member's individual claims, to the extent a PAGA Member may have any individual claims.

You are receiving this payment as your share of the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendants will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement in the Lawsuit, as well as to the release of claims in this Lawsuit, stated below, only as to civil penalties under PAGA.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon approval by the Court of this Settlement, and subject to Defendants' payment of the Gross Settlement Amount, Plaintiff, individually and in her representative capacity on behalf the State of California and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims for penalties arising under the Private Attorneys General Act of 2004 that were either alleged, or that reasonably could have been alleged based on the factual allegations contained in the Lawsuit, including, but not limited to, claims pursuant to Labor Code sections, 201, 202, 203, 226(a), 226.3, 226.7, 510, 558, and 1194, and any and all other civil penalties, attorneys' fees, and/or costs under the Private Attorneys General Act of 2004, within the PAGA Period (the "Released PAGA Claims").

The "Released Parties" are Defendants, and their present and former parents, subsidiaries, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors and assigns, and present and former parents, subsidiaries, affiliated and related parties, and each of them.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiff's Counsel as follows:

Attorneys for Plaintiff:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Evan S. Gaines, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (866) 550-0855

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY
QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT**

eSignature Details

Signer ID:	GK4KP6qbbFyPh29soj8kpaoe
Signed by:	Jay Paasch
Sent to email:	jaypaasch@yahoo.com
IP Address:	12.55.23.82
Signed at:	Apr 18 2024, 9:58 am PDT

EXHIBIT D

GAINES & GAINES
A Professional Law Corporation
4550 East Thousand Oaks Boulevard, 100
Westlake Village, CA 91362

Invoice submitted to:
Lolita Galvin

May 20, 2024

Invoice #4957

Professional Services

	<u>Hours</u>	<u>Amount</u>
4/2/2020 [Estimated] Pre-timekeeping: litigation research and analysis regarding Defendant and claims	10.00	7,500.00
4/3/2020 Prepare LWDA letter and upload	2.10	1,155.00
4/29/2020 Call with client	0.50	275.00
6/15/2020 Prepare complaint	4.00	2,200.00
9/18/2020 Prepare stipulation re extension to file answer	1.50	825.00
9/22/2020 Call with OC re case status	0.40	220.00
9/23/2020 Email OC all docs pertaining to the case	0.30	165.00
10/9/2020 Call with opposing counsel re status; prepare informal discovery letter; email opposing counsel	2.50	1,375.00
10/19/2020 Review file and call with counsel for Corona re: status of response to complaint	0.50	350.00
11/24/2020 Prep CMS	0.40	300.00
12/2/2020 Revision to Stip	1.20	750.00
12/4/2020 Prepped, filed and served Notice of Entry of Order	0.20	40.00
1/19/2021 Prep Ntc of Entry	0.20	40.00
1/22/2021 Review and revise Stip re Answer	0.50	312.50

	Hours	Amount
1/22/2021 Prepared 3rd Stip & Order for review	0.80	160.00
2/12/2021 Prepared, filed & served Notice of Entry	0.20	40.00
2/25/2021 Prep joint status report	0.50	375.00
2/26/2021 Assembled, filed, and served CMS	0.20	40.00
4/1/2021 Prepared, filed & served Notice of Entry	0.50	100.00
4/16/2021 Review and revise joint CMS; Review CMO	0.80	560.00
4/30/2021 Conference call with defense counsel	0.40	300.00
Revise joint status report	0.30	225.00
5/1/2021 Conference call with defense counsel; emailed expert regarding damage analysis	0.60	420.00
6/3/2021 Call with client re case update	0.40	220.00
8/18/2021 Email to counsel regarding joint statement	0.20	150.00
8/25/2021 Conference call with all counsel; begin preparation of joint status report	0.90	675.00
1/11/2022 Emails with defense re mediation data	0.40	250.00
1/12/2022 Call with Defense re mediation and emails with firm	0.50	312.50
1/13/2022 Left message with Sardoni re discuss offer	0.20	125.00
1/18/2022 Draft mediation Brief; emails with defense re data follow up and conf call scheduling	2.50	1,562.50
1/19/2022 Revise brief and review data and draft damage model	1.40	875.00
1/20/2022 Call with lawyer Sardoni regarding mediation	0.40	250.00
1/21/2022 Call with Tom Sardoni regarding mediation; call with client regarding same; revise mediation brief	1.60	1,000.00
1/24/2022 Draft damage model	0.50	100.00
Emails with defense and review produced docs.	0.40	250.00
Prepare damage analysis	0.80	500.00
Revise mediation brief and model	0.80	500.00
1/25/2022 Attend Mediation by Zoom with Michael Latin	7.00	4,900.00
1/27/2022 Draft Special Interrogatories, Requests for Production of Documents, and Notices of PMK Depositions for both defendants	2.50	500.00

	Hours	Amount
1/31/2022 Review changes to discovery; revise accordingly; prepare Form Interrogatories	0.80	160.00
Review Galvan discovery and send back for changes	0.70	437.50
2/1/2022 Review and revise discovery requests	0.50	375.00
Assemble and serve all discovery to both defendants	0.50	100.00
2/3/2022 Review discovery responses	1.30	812.50
3/1/2022 Phone call with defense counsel	0.20	150.00
3/3/2022 Status call with client; call with Alan Beardsley regarding his retirement and transferring file	0.70	437.50
3/15/2022 Draft Joint Status Conference Statement	0.80	160.00
3/16/2022 Assemble, file and serve Joint Status Conference Statement	0.50	100.00
Revise joint statement and send to defense; emails with defense regarding the same	0.40	250.00
3/21/2022 Attend Case Management Conference	0.40	250.00
3/24/2022 Draft Declaration regarding Formal Discovery and regarding Order to Show Cause	1.30	260.00
3/25/2022 Draft Declaration/Order regarding open discovery	1.20	750.00
3/28/2022 Review DFG revisions to Declarations and revise	0.50	100.00
Draft Declarations regarding Order to Show Cause and formal discovery	1.80	1,125.00
3/29/2022 Review and revise declarations	0.40	250.00
3/30/2022 Finalize, file and serve Declarations	0.50	100.00
Follow up with defense regarding declarations	0.50	312.50
4/5/2022 Prepare Proof of Service for Proposed Order; revise Proposed Order per court's order; file and serve	0.80	160.00
4/7/2022 Draft Joint Status Conference Statement; send to defense counsel for review	0.80	160.00
4/8/2022 Assemble, file and serve Joint Status Conference Statement	0.50	100.00
4/19/2022 Email to defense counsel regarding vacated and continued hearings	0.30	60.00
4/27/2022 Call and email with client regarding update on case and advancement	0.40	80.00
Review and send dec re discovery to defense	0.50	312.50

	Hours	Amount
5/17/2022 Begin responses to Request for Production of Documents	1.00	200.00
5/19/2022 Call with client regarding case update	0.30	60.00
5/24/2022 Email to defense counsel regarding extension to respond to discovery	0.30	60.00
6/23/2022 Call with client regarding deposition availability and case update; email defense counsel for ESSG regarding client's availability	0.70	140.00
7/1/2022 Call with client regarding deposition date	0.30	60.00
7/7/2022 Review and revise discovery digest; email to attorneys; email T. Sardoni regarding Protective Order	1.30	260.00
7/18/2022 Follow up email to defense counsel regarding stipulated protective order	0.30	60.00
7/19/2022 Draft responses to discovery	0.80	160.00
7/20/2022 Call with client regarding discovery responses	0.50	100.00
7/28/2022 Emails with defense Fishman regarding conference call scheduling	0.40	250.00
7/29/2022 Draft responses to discovery	2.00	400.00
8/2/2022 Conference call with David Fishman regarding claims, etc.	0.50	312.50
8/5/2022 Email with attorney Sardoni; prepare for call	0.30	210.00
Telephone call with Thomas Sardoni regarding litigation, discovery responses, making a demand	0.50	312.50
Review and revise Plaintiff's discovery responses	1.30	812.50
8/8/2022 Finalize disco responses, prep verifications and send to client; bates stamp documents to produce; serve to defense counsel	2.80	560.00
8/31/2022 Prepare disco digest; email to firm	1.40	280.00
9/1/2022 Prepare objections to Notice of Depo; revise; assemble, file and serve	1.60	320.00
Deposition preparation with client and prepare for call; discuss objections to deposition notice; discussion with attorney Daniel F. Gaines regarding same	1.90	1,187.50
9/2/2022 Deposition preparation with client and prepare for call	0.70	437.50
9/6/2022 Deposition prep with client and prepare for call	1.40	875.00
Call with Defense counsel Thomas Sardoni regarding Plaintiff's deposition	0.40	250.00
9/7/2022 Attend deposition of Plaintiff; prepare for deposition.	6.00	3,750.00

	Hours	Amount
9/8/2022 Call with client regarding deposition	0.50	312.50
9/19/2022 Follow up email to defense counsel for Corona regarding Stipulated Protective Order	0.30	60.00
9/20/2022 Draft meet and confer letter to defense counsel for ESSG; revise and email to defense counsel	2.20	440.00
Review Meet & Confer letter regarding discovery responses; review deposition transcript and send to client for review and signature.	1.50	937.50
9/28/2022 Draft Joint Report	0.60	120.00
10/3/2022 Revise Joint Statement and circulate to defense counsel	0.30	60.00
Meet and confer call regarding discovery with David Fishman (ESSG counsel) and email to firm and defendants regarding same	0.70	437.50
10/6/2022 Draft Stipulated protective Order and email to defense counsel	1.00	200.00
10/7/2022 Draft Belaire west notice and stip for both employers.	1.40	875.00
10/10/2022 Revise Stip regarding Belaire and Belaire Notice	0.50	312.50
10/17/2022 Email defense counsel regarding continuance of Status Conference	0.30	60.00
Emails with all counsel re protective order revisions	0.40	250.00
10/26/2022 Prep Proof of Service cover page	0.50	100.00
11/2/2022 Email signed Protective Order to Defense counsel; follow up email regarding Belaire Notice; email defense counsel for ESSG regarding Motion to Compel extension	0.60	120.00
11/10/2022 Email defense counsel for Corona regarding Motion to Compel deadline extension	0.30	60.00
11/28/2022 Draft Joint Statement and email to defense counsel	1.20	240.00
11/29/2022 Review supp discovery docs and discuss with DFG	0.50	312.50
12/7/2022 Review belaire edits; further minor revisions to notice; email to defense counsel regarding Stipulation and order	0.50	100.00
12/15/2022 Assemble Stipulation and order for filing; prepare Proof of Service cover page	0.80	160.00
2/6/2023 Email defense counsel for Corona regarding belaire list and outstanding discovery; call regarding same; email regarding same	0.50	100.00
3/20/2023 Call with defense regarding remaining discovery and mediators	0.40	250.00

	Hours	Amount
3/22/2023 Call with Tom Sardoni regarding discovery and mediation	0.50	312.50
3/23/2023 Telephone call Sondam; emails to attorney regarding mediation	0.40	280.00
Calls with Tom Sardoni regarding mediation; call with David Fishman regarding mediation	0.50	312.50
3/31/2023 Prepare joint report; email to defense counsel; assemble, file, and serve	1.10	220.00
4/5/2023 Review data and documents we have from discovery; review deposition transcript	1.00	200.00
Call with Tom Sardoni regarding mediation and claims	0.50	312.50
4/6/2023 Research regarding hours worked; re-review deposition transcript	1.00	200.00
4/19/2023 Draft newsletter	1.00	200.00
4/20/2023 Revise newsletter	0.50	100.00
4/24/2023 Emails with all counsel regarding mediation update	0.30	187.50
8/23/2023 Revise mediation brief	0.80	500.00
9/1/2023 Call with client regarding new mediation date	0.50	100.00
9/21/2023 Draft mediation brief	2.10	1,312.50
9/22/2023 Mediation call with client and revise mediation brief	0.90	562.50
9/25/2023 Revise and finish mediation brief	1.60	1,000.00
9/27/2023 Attend mediation	10.00	7,500.00
Call with client re mediation	0.30	187.50
9/28/2023 Draft Joint Case Management Statement; assemble, file, and serve	1.00	200.00
10/6/2023 Prepare for and attend Case Management Conference by courtcall	0.70	437.50
5/14/2024 Attend Status Conference	0.50	350.00
Begin preparation of Motion to Approve PAGA Settlement	3.30	2,475.00
5/16/2024 Finalize Motion to Approve PAGA Settlement, Declarations and Proposed Order	2.50	1,875.00
Review and revise Finalize Motion to Approve PAGA Settlement, Declarations and Proposed Order	2.00	1,400.00
5/20/2024 Finalize drafts of Motion and related documents, email drafts to defense counsel	1.50	1,125.00

	Hours	Amount
5/21/2024 Draft Gaines Declaration	1.00	750.00
Review draft Gaines Declaration	1.00	700.00
6/10/2024 [ESTIMATED] Time required to finalize approval paperwork, attend approvals hearing, communicate with employees, administrator and counsel for Defendant, and close file	10.00	7,500.00
For professional services rendered	153.60	\$83,765.00
Balance due		\$83,765.00

User Summary

Name	Hours	Rate	Amount
Alex Katofsky	41.70	750.00	\$31,275.00
Amelia Booth	41.30	200.00	\$8,260.00
Daniel Gaines	13.10	700.00	\$9,170.00
Evan Gaines	45.80	625.00	\$28,625.00
Sepideh Ardestani	11.70	550.00	\$6,435.00

EXHIBIT E

**Lolita Galvan v. Employer Solutions Group II, LLC
Gaines Gaines, APLC Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees	\$ 2,812.73
Postage	\$ 65.40
Mediation - McKelvey Resolution 11/27/2023	\$ 7,500.00
Mediation - Signature Resolution 01/05/2022	\$ 6,316.67
Expert analysis fee	\$ 1,012.50
Future estimated expenses -	\$ 145.00
• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$40.00 • Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$80.00 • Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$25.00	
TOTAL EXPENSES	\$ 17,852.30

EXHIBIT F

Galvan v. Employer Solutions Staffing Group, et al.
Lolita Galvan Individual Damage Model

Assumptions

June 19, 2019 - March 25, 2020 Plaintiff's approximate dates of employment

Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for
200 40 weeks = 200)

\$13.00 Plaintiff's average hourly rate during her employment

Labor Code 203 - Waiting Time Penalties

\$113.75 Average daily wage for Plaintiff (\$13 x 8 hours + \$19.5 OT x 0.5 hours)
30 days x \$113.75/average daily wage

\$3,412.50 Total Waiting Time Penalties

Labor Code 226.7 - Failure to Provide RestPeriods

Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for
200 40 weeks = 200)

\$13.00 Plaintiff's hourly rate during her employment

100% Violation rate (estimated)

\$2,600.00 Total Meal Period Premium Wages

Labor Code 226(e) - Wage Statement Penalties

40 Approximate number of pay periods Plaintiff worked during PAGA Period

\$4,000.00 Total Wage Statement Penalties

Labor Code 510/1194 - Failure to Pay all Wages Due (Estimate based on 12 minutes OTC/day)

Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for
200 40 weeks = 200)

\$13.00 Total estimated unpaid wages per shift (\$13.00 x 1.0)

\$520.00 Total Unpaid Wages

\$10,532.50 TOTAL PENALTIES AND WAGES, EXCLUDING ATTORNEYS' FEES & COSTS