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

JAZZMIN CORTEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

MILLARD MALL SERVICES, INC., an
Illinois corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CVRI2104010

Honorable Eric Keen
Department 6

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: 621873577694
Date: October 31, 2024
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: September 2, 2021
Trial Date: Not Set

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1. I am an attorney admitted to practice in all Courts of the State of California. I am a shareholder and the founder of Blackstone Law, APC (“Plaintiff’s Counsel”), attorneys of record for Plaintiff Jazzmin Cortez (“Plaintiff”). I submit this declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement and Award of Attorneys’ Fees and Costs and Settlement Administration Costs (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

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2. I received my law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, I clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, I was hired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During my tenure, I managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though my primary area of expertise was employment, both single plaintiff and representative actions.

3. On the vast majority of those cases, I was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, I conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, I represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases I managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and

1 others. Super Lawyers has regularly honored me as a Southern California Rising Star since 2012.

2 4. In February 2018, I started the law firm of Blackstone Law, APC, representing
3 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
4 over the past six-plus years, now maintaining twenty highly pedigreed attorneys working on almost
5 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
6 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
7 complex general litigation matters.

8 5. I have considerable experience in handling class and representative action lawsuits
9 throughout my career and have been approved as counsel in a number of cases, including, most
10 recently:

- 11 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles County Superior Court, Case No.
12 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
13 employees working in the State of California.
- 14 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles County
15 Superior Court, Case No. 19STCV29979, a private attorney general action for
16 penalties pursuant to Health and Safety Code section 25249.7.
- 17 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles
18 County Superior Court, Case No. 19STCV30306, a private attorney general action for
19 penalties pursuant to Health and Safety Code section 25249.7.
- 20 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles County
21 Superior Court, Case No. 19STCV30445, a private attorney general action for
22 penalties pursuant to Health and Safety Code section 25249.7.
- 23 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California,
24 Case No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior
25 Court, Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

26 6. Blackstone Law, APC has been counsel of record on several class action and PAGA
27 actions that have since been resolved, the most recent of which are as follows:

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- 1 • *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No.
2 CIV2203067, approved as class counsel in final settlement of wage and hour class and
3 PAGA action.
- 4 • *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No.
5 21CV003541, approved as class counsel in final settlement of wage and hour class
6 and PAGA action.
- 7 • *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case
8 No. 21STCV34040, approved as counsel in settlement of representative wage and
9 hour action pursuant to PAGA.
- 10 • *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court,
11 Case No. 37-2021-00034922-CU-OE-CTL, preliminarily approved as class counsel,
12 in association with other counsel, in settlement of wage and hour class and PAGA
13 action.
- 14 • *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior
15 Court, Case No. CIVSB2211140, preliminarily approved as class counsel in
16 settlement of wage and hour class and PAGA action.
- 17 • *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case
18 No. BCV-21-101933, approved as class counsel in final settlement of wage and hour
19 class action.
- 20 • *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.
21 CVRI2105756, approved as class counsel in final settlement of wage and hour class
22 and PAGA action.
- 23 • *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court,
24 Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage
25 and hour class and PAGA action.
- 26 • *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino
27 County Superior Court, Case No. CIVSB2121529, approved as class counsel in final
28 settlement of wage and hour class action.

- 1 • *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles
2 County Superior Court, Case No. 21STCV33372, approved as class counsel in final
3 settlement of wage and hour class and PAGA action.
- 4 • *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case
5 No. 22STCV01892, approved as counsel in settlement of representative wage and
6 hour action pursuant to PAGA.
- 7 • *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case
8 No. 21STCV40168, approved as class counsel in final settlement of wage and hour
9 class and PAGA action.
- 10 • *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No.
11 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative
12 wage and hour action pursuant to PAGA.
- 13 • *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court,
14 Case No. 21STCV33067, approved as class counsel, in association with other counsel,
15 in final settlement of wage and hour class and PAGA action.
- 16 • *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court,
17 Case No. 21STCV24902, approved as class counsel in final settlement of wage and
18 hour class and PAGA action.
- 19 • *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior
20 Court, Case No. CIVSB2208601, approved as class counsel, in association with other
21 counsel, in final settlement of wage and hour class and PAGA action.
- 22 • *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County
23 Superior Court, Case No. 21STCV34864, approved as counsel, in association with
24 other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- 25 • *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County
26 Superior Court, Case No. 21STCV20904, approved as class counsel, in association
27 with other counsel, in final settlement of wage and hour class and PAGA action.

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- 1 • *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court,
2 Case No. MSC21-01812, approved as class counsel in final settlement of wage and
3 hour class and PAGA action.
- 4 • *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange
5 County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as
6 counsel in settlement of representative wage and hour action pursuant to PAGA.
- 7 • *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No.
8 34-2020-00290080, approved as class counsel in final settlement of wage and hour
9 class and PAGA action.
- 10 • *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court,
11 Case No. 21STCV36654, approved as class counsel in final settlement of wage and
12 hour class and PAGA action.
- 13 • *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No.
14 21STCV33719, approved as counsel in settlement of representative wage and hour
15 action pursuant to PAGA.

16 7. I am currently the managing partner overseeing roughly 500 labor and employment
17 cases, approximately 80% of which include a wage and hour component. The majority of those
18 cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on
19 behalf of thousands of California employees.

20 **Procedural History of the Action**

21 **(CMO Paragraphs D(1)(a) and D(1)(b))**

22 8. Defendant Millard Mall Services, Inc. (“Defendant”) is a company that provides
23 janitorial and maintenance services to malls throughout the State of California. Defendant was
24 acquired by Allied Universal on October 21, 2021. Defendant employed Plaintiff as an hourly-paid,
25 non-exempt Assistant Project Manager from approximately August 2019 to February 2020 at the
26 Galleria at Tyler, a shopping mall in Riverside, California.

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1 9. On August 27, 2020, Plaintiff provided written notice by electronic submission to the
2 California Labor and Workforce Development Agency (“LWDA”) and by Certified U.S. Mail to
3 Defendant, pursuant to California Labor Code § 2699.3, providing notice of the specific provisions
4 of the California Labor Code which Plaintiff alleged Defendant violated, including the facts and
5 theories to support the allegations (“PAGA Notice”). A true and correct copy of the PAGA Notice
6 is attached hereto as **Exhibit 1**.

7 10. On September 2, 2021, Plaintiff filed a Complaint for Enforcement Action Under the
8 Private Attorneys General Act, California Labor Code §§ 2698 Et Seq (“Operative Complaint”) in
9 the action entitled *Jazzmin Cortez vs. Millard Mall Services, Inc.*, Riverside County Superior Court
10 Case No. CVRI2104010 (“Action”). The Operative Complaint alleges one cause of action pursuant
11 to PAGA, alleging civil penalties for Defendant’s alleged failure to pay overtime wages, failure to
12 pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to
13 provide compliant rest periods and associated premiums, failure to timely pay wages during
14 employment, failure to timely pay wages upon termination, failure to provide compliant wage
15 statements, failure to keep requisite payroll records, and failure to reimburse necessary business
16 expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
17 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
18 Commission Wage Orders.

19 11. On September 27, 2021, Plaintiff propounded multiple sets of formal written
20 discovery requests onto Defendant (specifically, Form Interrogatories – General (Set One), Special
21 Interrogatories (Set One), and Requests for Production of Documents (Set One)). On October 6,
22 2021, Plaintiff noticed the deposition of Defendant’s Person Most Knowledgeable along with
23 requests for production of documents.

24 12. On October 7, 2021, Defendant filed a Demurrer to Plaintiff’s Complaint
25 (“Demurrer”) and supporting documents. On October 12, 2021, Defendant filed a Motion to Strike
26 Portions of Plaintiff’s Complaint (“Motion to Strike”) and supporting documents.

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1 13. On November 5, 2021, Defendant responded to Plaintiff’s formal written discovery
2 requests (specifically, Plaintiff’s Form Interrogatories – General (Set One), Special Interrogatories
3 (Set One), and Request for Production of Documents (Set One)).

4 14. On November 10, 2021, Plaintiff filed an Opposition to Defendant’s Demurrer and an
5 Opposition to Defendant’s Motion to Strike along with supporting documents. On November 17,
6 2021, Defendant filed a Reply to Plaintiff’s Opposition to Defendant’s Demurrer and a Reply to
7 Plaintiff’s Opposition to Defendant’s Motion to Strike along with supporting documents.

8 15. On December 14, 2021, the Court entered Minute Orders, which overruled
9 Defendant’s Demurrer and denied Defendant’s Motion to Strike.

10 16. On April 7, 2022, Plaintiff filed a Class Action Complaint for Damages in the action
11 entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court Case No.
12 CVRI2201397 (“Class Action”).

13 17. On June 8, 2022, Defendant filed a Motion to Dismiss Class Action, Compel
14 Arbitration of Plaintiff’s Individual Claims and Stay of the Related PAGA Action Pending
15 Arbitration of Plaintiff’s Individual Claims (“Motion to Dismiss”) and supporting documents in the
16 Class Action. On June 22, 2022, Plaintiff filed an Opposition to Defendant’s Motion to Dismiss and
17 supporting documents in the Class Action. On June 28, 2022, Defendant filed a Reply to Plaintiff’s
18 Opposition to Defendant’s Motion to Dismiss in the Class Action.

19 18. On July 6, 2022, the Court entered an Order in the Class Action, which granted
20 Defendant’s Motion to Dismiss to the extent that it dismissed Plaintiff’s class claims, ordered
21 Plaintiff’s individual claims into arbitration, and stayed the Class Action pending resolution of the
22 arbitration.

23 19. On July 27, 2022, Defendant filed a Motion to Compel Arbitration of Plaintiff’s
24 Individual PAGA Claims, to Dismiss Plaintiff’s Representative PAGA Claims and to Stay This
25 Action Pending Arbitration of Plaintiff’s Individual Claims (“Motion to Compel Arbitration”) and
26 supporting documents. On August 12, 2024, Plaintiff filed an Opposition to Defendant’s Motion to
27 Compel Arbitration. On August 18, 2022, Defendant filed a Reply to Plaintiff’s Opposition to
28 Defendant’s Motion to Compel Arbitration.

1 20. On October 6, 2022, the Court entered a Minute Order, which granted Defendant's
2 Motion to Compel Arbitration to the extent that it ordered Plaintiff's individual PAGA claims into
3 arbitration, denied Defendant's request to dismiss Plaintiff's representative PAGA claims, and stayed
4 the representative PAGA claims pending the resolution of the arbitration.

5 21. Subsequently, Plaintiff and Defendant (together, the "Parties") initiated the arbitration
6 process but then agreed to mediate. On January 16, 2024, the Parties attended a formal mediation
7 conducted by Paul Grossman, Esq., a neutral and respected mediator with extensive experience in
8 complex wage and hour matters, and with the aid of the mediator's evaluation, the Parties were able
9 to reach an agreement to resolve the Action and Plaintiff's individual claims in their entirety.
10 Attached hereto as **Exhibit 2** is a true and correct copy of the Private Attorneys General Act PAGA
11 Settlement and Release ("PAGA Settlement" or "PAGA Settlement Agreement") entered into
12 between the Parties. Attached hereto as **Exhibit 3** is a true and correct copy of the Settlement and
13 Release Agreement ("Individual Settlement Agreement") entered into between the Parties.

14 22. During the course of formal and informal discovery in the Action, Plaintiff's Counsel
15 conducted an intense investigation into the facts of the Action. This included obtaining data,
16 information, and documents relating to the underlying alleged violations, including, but not limited
17 to Plaintiff's employee files, Aggrieved Employees' time data and payroll data and records,
18 Defendant's Employee Handbook, and Aggrieved Employees' data points so that Plaintiff could
19 assess the number of alleged potential violations and value of the recoverable penalties, as well as
20 evaluate the strengths and weaknesses of the claims.

21 23. Based on the data, information, and documents received, as well as thorough
22 discussions with Defendant's counsel, Plaintiff's Counsel was able to (i) determine the total number
23 of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant
24 statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a
25 damages model that calculated the maximum realistic amount of PAGA penalties that could be levied
26 against Defendant within the relevant statutory period. Defendant, however, disputed Plaintiff's
27 claims and disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed
28 Plaintiff's Counsel to further assess the strength of Plaintiff's claims. Plaintiff's Counsel's experience

1 in litigating similar representative wage and hour claims, the degree of investigation that was
2 conducted here, and the amount of data, information, and documents that was obtained, was sufficient
3 to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for
4 purposes of settlement.

5 24. The Parties believe the PAGA Settlement is fair, reasonable, and adequate. The
6 Parties understand, acknowledge, and agree that the PAGA Settlement constitutes a compromise of
7 Plaintiff's PAGA claims, and that it is the desire and intention of the Parties to effect a final and
8 complete resolution of the Released Claims.

9 25. Defendant denies all of the claims in the Action, and does not waive, but rather
10 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural,
11 and factual grounds should the PAGA Settlement not become final. The PAGA Settlement reflects
12 a compromise reached to end litigation in the Action. Following significant investigation and
13 extensive settlement negotiations, Plaintiff now seeks approval of the proposed PAGA Settlement
14 Agreement, which will resolve all representative claims alleged in the Operative Complaint.

15 **Notice to the LWDA**

16 **(CMO Paragraph D(1)(c))**

17 26. In accordance with California Labor Code Sections 2699, *et. seq.*, a copy of the
18 proposed PAGA Settlement Agreement, as well as information regarding the approval hearing in this
19 matter, were submitted to the LWDA via online submission concurrently with the filing of the
20 Motion.

21 **Summary of the Terms of the PAGA Settlement**

22 27. For purposes of settlement only, the Parties have agreed that the "Aggrieved
23 Employees" shall be defined as as "all current and former hourly-paid and/or non-exempt employees
24 who worked for Defendant within the State of California at any time during the PAGA Period." The
25 "PAGA Period" is the period from August 27, 2019 to October 21, 2021. Based on its records,
26 Defendant represented that there are approximately 474 Aggrieved Employees who worked a total of
27 11,229 pay periods during the PAGA Period ("Pay Periods").

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1 28. The Parties have agreed to settle the PAGA claims at issue in the Operative Complaint
2 for a non-reversionary PAGA Settlement Amount of Four Hundred Seventy-Five Thousand Dollars
3 and Zero Cents (\$475,000.00). The PAGA Settlement Amount is a common fund and therefore,
4 includes all requested costs, fees, and other allocations. The PAGA Settlement Amount includes: (1)
5 Plaintiff's Counsel's fees in the amount of one-third (1/3) of the PAGA Settlement Amount, equaling
6 One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
7 (\$158,333.33); (2) Plaintiff's Counsel's actual litigation costs and expenses of Twenty-Five
8 Thousand Six Hundred Eighty-Nine Dollars and Six Cents (\$25,689.06); and (3) Settlement
9 Administration Costs not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00).

10 29. After the above-estimated amounts are deducted from the PAGA Settlement Amount,
11 the Net Settlement Amount will amount to approximately Two Hundred Eighty-Five Thousand Four
12 Hundred Twenty-Seven Dollars and Sixty-One Cents (\$285,427.61), of which seventy-five percent
13 (75%), or Two Hundred Fourteen Thousand Seventy Dollars and Seventy-One Cents (\$214,070.71),
14 will be paid to the LWDA ("LWDA Payment"), and twenty-five percent (25%), or Seventy-One
15 Thousand Three Hundred Fifty-Six Dollars and Ninety Cents (\$71,356.90), will be distributed and
16 paid to Aggrieved Employees on a pro-rata basis based on their number of Pay Periods.

17 30. No later than ten (10) calendar days after the Court's order granting approval of the
18 PAGA Settlement, Defendant will provide the Settlement Administrator with a list of all Aggrieved
19 Employees ("Aggrieved Employees List"), containing the following information for each Aggrieved
20 Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv)
21 Social Security number; and (v) dates worked during the PAGA Period.

22 31. No later than thirty (30) calendar days after the Court's order granting approval of the
23 PAGA Settlement, Defendant will fund the PAGA Settlement Amount by transmitting the funds to a
24 qualified settlement account established by the Settlement Administrator for administration of the
25 PAGA Settlement.

26 32. No later than ten (10) calendar days after the Settlement Administrator receives the
27 Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator will
28 distribute the Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA,

1 Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

2 33. The Individual PAGA Payment checks issued to Aggrieved Employees will remain
3 valid for up to one hundred eighty (180) calendar days, and thereafter, will be canceled. Funds
4 associated with such canceled checks will be transmitted to the State Controller's Office Unclaimed
5 Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their
6 respective Individual PAGA Payment(s).

7 34. If the actual number of Pay Periods is more than ten percent (10%) above 11,229,
8 Plaintiff has the option to cancel the PAGA Settlement Agreement.

9 **The PAGA Settlement is Fair and Reasonable and Took Into Consideration the Strengths**
10 **and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and**

11 **Benefits of the PAGA Settlement**

12 **(CMO Paragraphs D(2)(a)-(h))**

13 35. Here, the PAGA Settlement is presumptively fair because: (1) it occurred after
14 counsel for the Parties engaged in significant investigation to evaluate the strength and potential
15 value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was
16 negotiated at great length and effort by counsel with significant experience in similar complex
17 labor and employment matters.

18 36. This case and settlement addresses important employee protections embodied in the
19 California Labor Code. Plaintiff's core allegations are that Defendant systematically violated the
20 California Labor Code by, *inter alia*, failing to pay overtime wages, failing to pay minimum wages,
21 failing to provide meal periods, failing to provide rest periods, failing to timely pay wages during
22 employment, failing to timely pay wages upon termination, failing to provide compliant wage
23 statements, failing to keep requisite payroll records, and failing to reimburse necessary business
24 expenses.

25 37. Defendant maintained several defenses to Plaintiff's theories of liability, which, if
26 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
27 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and
28 continues to have, compliant employment policies and practices throughout the time period at issue.

1 Defendant denies that it ever violated any provision of the California Labor Code, including, but not
2 limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied,
3 and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose
4 other than settlement. Defendant also challenged Plaintiff's standing as an aggrieved employee and
5 denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved.
6 Defendant also argued that an important feature of PAGA is that the Court retains discretion to
7 lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
8 would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

9 38. Even if violations of the California Labor Code occurred, which Defendant denies,
10 Defendant contended that said violations would only be considered "initial violations" and thus
11 heightened "subsequent violation" penalties were not warranted.

12 39. Defendant also contended that, with respect to PAGA claims, the Court was unlikely
13 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
14 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
15 certain conduct may be regulated by multiple provisions of the California Labor Code that are
16 interrelated and work in tandem. As such, Defendant contended that cumulative penalties and
17 heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

18 40. While Plaintiff maintains that her PAGA claims have merit, in reaching the PAGA
19 Settlement, Plaintiff and her counsel took into account the strengths and weaknesses of each side's
20 position and the uncertainty of how the case might have concluded as litigation continued, at trial,
21 and/or upon appeal. Notwithstanding the existence of these issues, the PAGA Settlement achieves
22 a sizeable benefit obtained.

23 41. Prior to mediation, Defendant represented that approximately 474 Aggrieved
24 Employees worked approximately 11,299 Pay Periods during the PAGA Period.

25 42. As set forth in the accompanying Motion, the California Labor Code does not set
26 forth the criteria by which a PAGA settlement is to be evaluated; it is presumed that a reviewing
27 court may take into consideration some of the factors that courts use when reviewing a class action
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1 settlement.¹ “[A] PAGA claim asserted on a non-class representative basis...is not considered a
2 class action but a law enforcement action, and therefore does not have to meet the requirements of
3 [a class action].” *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal.
4 Jan. 25, 2012). However, a discussion of the strengths and weaknesses of each claim, along with
5 an estimate of the total potential recovery is as follows:

6 *i. Failure to Pay Overtime and Minimum Wages*

7 43. Plaintiff alleged that Defendant failed to compensate Plaintiff and the Aggrieved
8 Employees at their applicable minimum, regular, and overtime rates for their work, and failed to
9 compensate them for all hours that they worked. Plaintiff further alleged that Defendant required
10 Plaintiff and the other Aggrieved Employees to perform work off-the-clock, which included, *inter*
11 *alia*, reviewing and responding to text messages and phone calls and running work errands such as
12 obtaining fuel for Defendant’s golf carts. Additionally, Plaintiff alleged that Defendant failed to
13 pay overtime compensation at the rate of one and one-half times the regular rate of pay by failing to
14 include all non-discretionary compensation into the regular rate calculation.

15 44. Defendant denied these claims, arguing that its overtime policies and practices
16 comply with California. Defendant further contended that its hourly-paid and/or non-exempt
17 employees were responsible for accurately recording their own hours and that it was not aware that
18 any work had been performed off-the-clock. Defendant also argued that its overtime calculations
19 lawfully included all forms of compensation, including bonuses and commissions. Defendant also
20 produced what it contended were wage statements evidencing overtime paid to its employees
21 (including Plaintiff).

22 45. If a violation was found to have occurred in every one of the aggregate pay periods
23 within the relevent time period, the potential maximum exposure for this claim would be
24 \$1,122,900.²

26 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial
and the reaction of class members to the proposed settlement are inapplicable.

27 ² While the California Labor Code provides for \$100 for the first violation and up to \$250 for each subsequent violation
28 (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay

1 *ii. Failure to Provide Meal Periods*

2 46. Plaintiff asserted that Defendant failed to provide employees with lawful meal
3 periods. For example, Plaintiff reported that on the occasions when she attempted to take meal
4 periods, they were often cut short because she was required to respond to time sensitive duties and
5 was constantly interrupted by work-related calls and text messages on her cell phone. Additionally,
6 Plaintiff alleged that throughout the PAGA Period, Defendant failed to provide timely,
7 uninterrupted second meal periods of the requisite length. Plaintiff's analysis of a random sampling
8 of time data revealed that in 90% of all pay periods there was at least one unique meal period
9 violation.

10 47. Defendant argued that the Aggrieved Employees were permitted, if not encouraged,
11 to take their meal breaks. Defendant also argued that its written meal break policy was lawful and
12 employees' time records reflected that they took lawful meal periods. Defendant further contended
13 that it paid premiums at the regular rate of pay whenever an employee did not have the opportunity
14 to take a lawful meal period. Moreover, litigating the meal period claims would be inherently
15 difficult as it would need to be proven that compliant meal periods were not provided, but time
16 records would not indicate whether or not a meal period was interrupted.

17 48. If a violation was found to have occurred in every one of the aggregate pay periods
18 within the relevant time period, the potential maximum exposure for this claim would be
19 \$1,122,900.

20 *iii. Failure to Provide Rest Periods*

21 49. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest
22 periods. Plaintiff alleged that Plaintiff and other Aggrieved Employees were unable to take rest
23 breaks because of the need to respond to time sensitive duties and work-related calls and text
24 messages. Additionally, on the rare occasions they were able to take rest breaks, Plaintiff reported
25 that Plaintiff and other Aggrieved Employees were frequently interrupted by coworkers asking them
26 work-related questions. In response, Defendant contended that its written rest break policies were

27 _____
28 periods times a \$100 penalty for analysis purposes only to account for the argument that the imposition of PAGA
penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

1 complaint with California law. Here, Plaintiff faced the challenge of having to prove each alleged
2 rest period violation with only testimony from Aggrieved Employees.

3 50. If a violation was found to have occurred in every one of the aggregate pay periods
4 within the relevant time period, the potential maximum exposure for this claim would be
5 \$1,122,900.

6 *iv. Failure to Reimburse Necessary Business Expenses*

7 51. Plaintiff alleged that Plaintiff and the Aggrieved Employees constantly received
8 work-related phone calls and text messages on their personal cell phones and were not compensated
9 by Defendant. Plaintiff also asserted that she would frequently drive her personal vehicle to pick
10 up gas for Defendant's golf carts and Defendant never reimbursed her for mileage or other expenses
11 associated with using her personal vehicle.

12 52. Defendant contended that it had a policy and practice of reimbursing employees for
13 necessary business-related expenses. Defendant further contended that, with respect to the alleged
14 expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from
15 Defendant, it did not know and had no reason to know that alleged business-related expenses had
16 been incurred.

17 53. If a violation was found to have occurred in every one of the aggregate pay periods
18 within the relevant time period, the potential maximum exposure for this claim would be
19 \$1,122,900.

20 *v. Derivative Claims*

21 54. As with all derivative claims, success depends on the success of the underlying
22 claims. Here, Plaintiff's claims for inaccurate wage statements, failure to pay all wages due during
23 employment and upon termination, and failure to keep requisite payroll records would only succeed
24 if the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and
25 failure to pay premiums for all meal and rest periods not lawfully provided were successful.
26 Therefore, these claims were subject to the same risks of failure as discussed above.

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1 55. Again, if a violation was found to have occurred in every one of the aggregate pay
2 periods within the relevant time period, the potential maximum exposure for this claim would be
3 \$1,122,900.

4 *vi. Total PAGA Penalties*

5 56. While the total potential exposure and penalties based on the above analysis would
6 in theory exceed several million dollars, Plaintiff's Counsel considered the fact that, by law, the
7 Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened
8 penalties would apply, and that stacking and/or cumulative penalties may not be allowed. Based
9 thereon and assuming that the Court would be satisfied that the PAGA claims were susceptible to
10 being efficiently tried and adjudicated on a representative basis, and that it could be shown that
11 civil penalties under the California Labor Code are owed of one penalty per pay period during the
12 relevant time period, Defendant's estimated total exposure was \$1,122,900. However, Plaintiff's
13 Counsel considered the defenses asserted, information and evidence obtained, and circumstances
14 in this case, which posed risks to representative adjudication and monetary recovery. Accordingly,
15 a discount of 30% was applied to account for the risks associated with proving the underlying
16 violations and the cost and delay in recovering the alleged potential penalties (bringing the value
17 of this claim closer to \$786,030), and a discount of 30% was applied to account for the risks
18 associated with succeeding on the merits and establishing liability (bringing the value of this claim
19 closer to \$550,221). In light thereof, the PAGA Settlement Amount of \$475,000 is a significant
20 settlement.

21 **The Amount in the PAGA Settlement**

22 57. The Net Settlement Amount is currently estimated to be Two Hundred Eighty-Five
23 Thousand Four Hundred Twenty-Seven Dollars and Sixty-One Cents (\$285,427.61). After the
24 deductions from the PAGA Settlement Amount are made for the Attorneys' Fees and Costs and
25 Settlement Administration Costs, Two Hundred Fourteen Thousand Seventy Dollars and Seventy-
26 One Cents (\$214,070.71) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and
27 Seventy-One Thousand Three Hundred Fifty-Six Dollars and Ninety Cents (\$71,356.90) (i.e. 25%
28 of the Net Settlement Amount) will go to the Aggrieved Employees. There is no reason to doubt

1 the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies
2 with California Labor Code section 2699(i).

3 58. The PAGA Settlement is a compromise of highly disputed claims. Plaintiff and her
4 counsel recognize the expense and length of continued proceedings necessary to litigate the matter
5 through trial and any possible appeals. Plaintiff and her counsel have also taken into account the
6 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
7 such litigation. Plaintiff and her counsel are also aware of the burdens of proof necessary to establish
8 liability, both generally and in response to Defendant's defenses thereto, and the difficulties in
9 establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the
10 State of California, and other Aggrieved Employees. Plaintiff and her counsel have also taken into
11 account Defendant's agreement to enter into a settlement that confers significant relief upon the
12 Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff
13 and her counsel have determined that the PAGA Settlement represents a fair, adequate, and
14 reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved
15 Employees and the State of California.

16 59. The result achieved in this case is well within the range of what is considered an
17 acceptable settlement under the circumstances, especially when compared to the settlement of
18 PAGA claims in other cases.

19 **The PAGA Settlement was Negotiated by Experienced Counsel**

20 60. Plaintiff's Counsel is experienced in complex representative and class action wage-
21 and-hour litigation. In the view of Plaintiff's Counsel, the benefits conferred by the PAGA
22 Settlement are eminently fair and reasonable, and in the best interests of the State of California and
23 the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the
24 substantial monetary benefits provided for by the Settlement.

25 61. Here, the extent of formal and informal discovery conducted was sufficient to enable
26 Plaintiff's Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement.
27 The settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff's
28 Counsel are respected members of the bar with strong records of vigorous and effective advocacy,

1 and are experienced in handling complex wage and hour class action litigation. Accordingly,
2 Plaintiff's Counsel had sufficient information and experience to act intelligently in negotiating the
3 PAGA Settlement.

4 **The Requested Attorneys' Fees are Fair and Reasonable**
5 **(CMO Paragraph D(3))**

6 62. Plaintiff's Counsel's application for attorneys' fees in light of the facts and
7 circumstances surrounding the case is well-within the range of reasonableness. Plaintiff's Counsel
8 has vigorously litigated this case since it was commenced, with the very real possibility of an
9 unsuccessful outcome and no fee recovery of any kind.

10 63. In the present case, Plaintiff's Counsel has borne all of the risks and costs of litigation
11 and will not receive any compensation until recovery is obtained. Plaintiff's Counsel is experienced
12 in complex wage-and-hour litigation and used that experience to obtain a favorable result for
13 Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees
14 requested, work performed, risks incurred, and experience of Plaintiff's Counsel in handling similar
15 matters, Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the PAGA
16 Settlement Amount (i.e., \$158,333.33) are reasonable and should be awarded.

17 64. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
18 into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees
19 will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional
20 years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with
21 other representative PAGA actions of this type, given the strengths and weaknesses of the case; and
22 (3) significant savings in Plaintiff's Counsel's fees and/or costs that would have only increased
23 significantly had the case progress through trial and/or appeals. The attorneys who worked on this
24 case are all experienced in litigating wage and hour matters as follows:

25 a. Miriam L. Schimmel is a 28 year litigator who joined Blackstone in June 2022,
26 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
27 Angeles. Her billable rate is \$1,050, which is well within the prevailing rate for attorneys with her
28 experience in my area of practice in Southern California.

1 b. Jill Parker is a former attorney at Blackstone who worked on this matter. She earned
2 her Juris Doctor degree in 2010 from the University of Southern California Gould School of Law.
3 She was admitted to the State Bar of California in December of 2010. She graduated from the
4 University of California, Los Angeles with a Master of Arts degree in 2007, after having graduated
5 from Leland Stanford Junior University with a Bachelor of Arts degree in 2003. Ms. Parker's
6 billable rate was \$695 at the time she performed the work on this matter.

7 c. S. Emi Minne is a former attorney at Blackstone who worked on this matter. She
8 earned her undergraduate Bachelor of Arts degree from the University of California at Los Angeles
9 in 2003, and then earned her law degree from the University of California at Los Angeles in 2007.
10 She worked for several plaintiffs' wage and hour law firms before joining Blackstone. Her
11 education and experience support her billable rate of \$495 as reasonable at the time she worked on
12 this matter.

13 d. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
14 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
15 University of California, Berkeley where she was a double major in Legal Studies and Media
16 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
17 litigation, as well as catastrophic injury complex litigation. Her hourly rate of \$750 is reasonable
18 based on her education and experience and is in line with the market rate.

19 e. Alexandra Rose joined Blackstone from a highly reputable employment law firm.
20 She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
21 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted
22 to the State Bar of California in December of 2019. Her hourly rate of \$695 is reasonable based on
23 her education and experience and is in line with the market rate.

24 f. Jared C. Osborne recently joined Blackstone also from a highly reputable
25 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
26 2009 and from University of Southern California with a Juris Doctor degree in 2020. He was
27 admitted to the State Bar of California in February 2021. His hourly rate of \$650 is reasonable
28 based on his education and experience and is in line with the market rate.

65. Plaintiff's Counsel has spent approximately 250.20 total hours litigating this matter. To date, our total fees incurred amount to \$208,573. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, discovery, and briefs; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of Plaintiff's Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	12.30	\$1,150	\$14,145
Miriam L. Schimmel	Senior Counsel	75.60	\$1,050	\$79,380
Jill Parker	Senior Counsel	66.20	\$695	\$46,009
S. Emi Minne	Associate	1.40	\$495	\$693
Joana Fang	Senior Associate	50.20	\$750	\$37,650
Alexandra Rose	Associate	40.80	\$695	\$28,356
Jared C. Osborne	Associate	3.60	\$650	\$2,340

66. We expect to spend an additional 10 hours (\$10,500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the PAGA Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, and our client. Based thereon, the total amount of Blackstone's fees through closure of this case are estimated to be approximately \$219,073.

The Requested Attorneys' Costs are Fair and Reasonable

(CMO Paragraph D(3))

67. The PAGA Settlement provides for reimbursement of litigation costs and expenses of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Plaintiff's Counsel only seeks reimbursement of a total of Twenty-Five Thousand Six Hundred Eighty-Nine Dollars and Six Cents (\$25,689.06) in litigation costs and expenses. A true and correct itemized list of my firm's litigation

1 costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in
2 the prosecution of this matter, and is less than the maximum amount allocated under the PAGA
3 Settlement.

4 **Plaintiff's Individual Settlement**
5 **(CMO Paragraphs D(4) – D(4)(a)-(d))**

6 68. The Parties have agreed to settle Plaintiff's unpled individual claims for the total
7 amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)
8 ("Settlement Sum"). Plaintiff's individual claims include that Defendant systematically violated the
9 California Labor Code by failing to pay overtime wages, failing to pay minimum wages, failing to
10 provide meal periods and premium payments in lieu thereof, failing to provide rest periods and
11 premium payments in lieu thereof, failing to timely pay wages during employment, failing to timely
12 pay wages upon termination, failing to provide compliant wage statements, failing to keep requisite
13 payroll records, and failing to reimburse necessary business expenses, and the California Business
14 & Professions Code Section 17200, *et seq.* ("UCL"). Plaintiff's unpled individual claims also
15 include claims for whistleblower retaliation in violation of California Labor Code Section 1102.5(b)
16 ("1102.5 Claims") and claims for harassment, discrimination, retaliation, and failure to prevent
17 discrimination and harassment based on Plaintiff's sex and/or gender in violation of the Fair
18 Employment and Housing Act, California Labor Code Section 12900, *et seq.* ("FEHA Claims").

19 69. It is estimated that total amount of damages, lost wages, penalties, attorney's fees
20 and costs, interest, or other relief that Plaintiff could be awarded if she was entirely successful at
21 trial, on her individual claims, are as follows:

22 *i. Failure to Pay Overtime Wages*

- 23 a) \$618.75. This amount was calculated based on 1 hour of unpaid overtime
24 wages at Plaintiff's hourly rate of \$24.75 for 25 weeks of employment during
25 the applicable statute of limitations.

26 *ii. Failure to Pay Minimum Wages*

- 27 a) \$412.50. This amount was calculated based on 1 hour of unpaid overtime
28 wages at Plaintiff's hourly rate of \$16.50 for 25 weeks of employment during

the applicable statute of limitations.

iii. Failure to Provide Meal Periods

- a) \$2,062.50. This amount was calculated based on 5 meal period premiums for 25 weeks of employment during the applicable statute of limitations.

iv. Failure to Provide Rest Periods

- a) \$2,062.50. This amount was calculated based on 5 rest period premiums for 25 weeks of employment during the applicable statute of limitations.

v. Failure to Timely Pay Wages During Employment

- a) \$1,300.00. A statutory penalties amount was calculated assuming penalties accrued for 13 pay periods during a one-year statute of limitations.

vi. Failure to Timely Pay Wages Upon Termination

- a) \$3,960.00. This maximum waiting time penalty amount was calculated assuming penalties accrued for 30 days, 8 hours per day, using an hourly rate of \$16.50.

vii. Failure to Provide Compliant Wage Statements

- a) \$1,250.00. A statutory penalties amount was calculated assuming penalties accrued for 13 pay periods during a one-year statute of limitations.

viii. Failure to Keep Requisite Payroll Records

- a) \$0. Arguably, there is no private right of action under California Labor Code section 1174.

ix. Failure to Reimburse Necessary Business Expenses

- a) \$175.00. This amount was calculated based on the accrual of \$7 of unreimbursed expenses for 25 weeks worked during the applicable statute of limitations.

x. California Business & Professions Code Section 17200, et seq.

- a) Claims brought under the UCL are equitable actions for injunctive or restitutionary relief, and a court may take into consideration equitable defenses when fashioning equitable remedies. Restitution under the UCL is

1 limited to returning to Plaintiff monies unlawfully withheld, such as unpaid
2 wages or unpaid meal and rest period premiums, or restitutionary
3 disgorement.

4 *xi. 1102.5 Claims*

5 a) Penalties: \$70,000.00 in civil penalties under California Labor Code Section
6 1102.5(f) for each of Defendant's alleged retaliatory actions taken against
7 Plaintiff in response to her reporting of illegal activity (seven alleged
8 instances in which Defendant reduced Plaintiff's hours and Defendant's
9 retaliatory termination of Plaintiff).

10 b) Economic Damages: \$8,800.00. Plaintiff was out of work for a month after
11 she was terminated from Defendant. Plaintiff alleges that she was unlawfully
12 terminated. Plaintiff's monthly earnings with Defendant fluctuated, but
13 average monthly gross earnings at the time of her termination totaled
14 approximately \$2,600 a month. Plaintiff subsequently obtained employment
15 that paid her on average around \$100 less per month than her job with
16 Defendant for approximately six months. Thus, Plaintiff's lost wages are
17 estimated to be approximately \$3,200. In addition to lost wages, Plaintiff
18 incurred approximately \$5,600 in mental health treatment from
19 approximately January 2020 to April 2020 that she alleges was due to
20 Defendant's alleged unlawful treatment of Plaintiff.

21 c) Non-Economic Damages: \$100,000.00. This estimate is based on Plaintiff's
22 immense emotional distress that she alleges was from Defendant's
23 retaliatory actions culminating in Plaintiff's termination. As noted above,
24 Plaintiff sought regular mental health treatment that she alleges was due to
25 Defendant's illegal actions.

26 *xii. FEHA Claims*

27 a) Economic Damages: \$8,800.00. Plaintiff was out of work for a month after
28 she was terminated from Defendant. Plaintiff alleges that she was unlawfully

1 terminated. Plaintiff's monthly earnings with Defendant fluctuated, but
2 average monthly gross earnings at the time of her termination totaled
3 approximately \$2,600 a month. Plaintiff subsequently obtained employment
4 that paid her on average around \$100 less per month than her job with
5 Defendant for approximately six months. Thus, Plaintiff's lost wages are
6 estimated to be approximately \$3,200. In addition to lost wages, Plaintiff
7 incurred approximately \$5,600 in mental health treatment from
8 approximately January 2020 to April 2020 that she alleges was due to
9 Defendant's alleged unlawful treatment of Plaintiff.

10 b) Non-Economic Damages: \$500,000.00. This estimate is based on Plaintiff's
11 anguish and emotional distress that she alleges was from Defendant's
12 harassment, discrimination, and retaliation (for reporting sexual harassment)
13 Plaintiff endured during her employment with Defendant. Moreover,
14 Plaintiff alleges that Defendant failed to prevent further discrimination and
15 harassment in response to Plaintiff's complaints to HR regarding the sexual
16 harassment she endured, which also contributed to her emotional distress.
17 Finally, as noted above, Plaintiff sought regular mental health treatment that
18 she alleges was due to Defendant's illegal actions.

19 c) Punitive Damages: Included within Non-Economic Damages.

20 xii. Attorneys' Fees and Costs: \$100,000.00.

21 70. Plaintiff's Counsel estimates that the total amount of damages, lost wages, penalties,
22 attorney's fees and costs, interest, or other relief that Plaintiff could be awarded if she was entirely
23 successful at trial, on her individual claims is \$690,641.25 and the total amount of damages, lost
24 wages, penalties, attorney's fees and costs, interest, or other relief that Plaintiff could reasonably
25 expect to be awarded at trial, taking into account the likelihood of prevailing and other attendant
26 risks is \$207,192.38.

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28 ///

1 71. Accordingly, it is appropriate and just for Plaintiff to receive the Settlement Sum in
2 the amount of \$175,000.00 in addition to the Individual PAGA Payment she will receive as an
3 Aggrieved Employee for her share of the civil penalties for the settlement of the PAGA claims.

4 **The Settlement Administration Costs are Fair and Reasonable**

5 **(CMO Paragraph D(8)(a))**

6 72. After obtaining competing bids from multiple potential settlement administrators,
7 which included ILYM Group, Inc. (\$5,550 bid), Apex Class Action LLC (\$6,990 bid), and CPT
8 Group, Inc. (\$8,000 bid), the Parties agreed to retain ILYM Group, Inc., which was the lowest
9 bidder, to handle the administration of the PAGA Settlement. These costs include, but are not
10 limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA
11 Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment
12 checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding
13 the PAGA Settlement, among other things. Accordingly, the Court should grant approval of the
14 Settlement Administration Costs in the amount of up to \$5,550.00 to IYLM Group, Inc., a necessary
15 third-party for handling the settlement process.

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

18 Executed on September 6, 2024, at Beverly Hills, California.

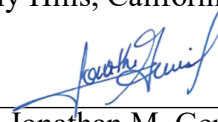
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EXHIBIT 1

August 27, 2020

Via Online Electronic Submission

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: *Cortez v. Millard Mall Services, Inc., et al.*

Dear Representative:

Our office represents Jazzmin Cortez (“Ms. Cortez”), who was employed by Millard Mall Services, Inc. and The Millard Group, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Millard”) as an Assistant Manager from approximately August 2019 to approximately February 14, 2020 in the State of California. This letter shall serve as notice, and a request, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), that your agency investigate the claims in this imminent civil action. If the agency does not intend to investigate the alleged violations, we specifically request notification so that Ms. Cortez may allege a cause of action under PAGA in a civil action against Millard.

Ms. Cortez intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Ms. Cortez seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Ms. Cortez will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for Millard in the State of California during the relevant statutory period (referred to herein as “aggrieved employees”).

As set forth below, Millard has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Failure to Pay Minimum Wages

Millard violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Ms. Cortez and other aggrieved employees at least minimum wages for all hours worked. Ms. Cortez and other aggrieved employees were required to perform work duties off-the-clock prior to clocking-in and after clocking-out. Such off-the-clock work included, but was not limited to, reviewing and responding to text messages and phone calls and running work errands such as obtaining fuel for Millard's golf carts. By failing to pay Ms. Cortez and other aggrieved employees any wages for off-the-clock work, Millard violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Ms. Cortez and other aggrieved employees worked in excess of eight (8) hours in a day and/or forty (40) hours in a week without overtime compensation because Millard failed to pay them for off-the-clock work as described above. In addition, Millard engaged in a scheme by which overtime hours recorded by employees on one day were removed from their time records for that day and were not paid at all or were reallocated to days on which the aggrieved employees did not work or on days on which the employees worked less than 8 hours in order to avoid the payment of overtime wages by paying aggrieved employees at a straight-time rate. Therefore, Ms. Cortez and the other aggrieved employees were entitled to receive certain wages for overtime compensation, but were not paid for overtime hours worked.

Failure to Provide One Day's Rest in Seven

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in seven, that no employer of labor shall cause his employees to work more than six days in seven, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Cortez and other aggrieved employees were required to regularly and/or consistently work in excess of six (6) consecutive days plus work on the seventh (7th) consecutive day of work and/or at least six (6) consecutive days and eight (8) hours on the seventh (7th) consecutive day of work. During the relevant time period, Ms. Cortez and the other aggrieved employees were required to work in excess of thirty (30) hours in a week

and/or six (6) hours in any one (1) day thereof, during weeks in which they were required to work in excess of six (6) consecutive days. During the relevant time period, Ms. Cortez and the aggrieved employees were required to work seven (7) or more consecutive days at a time without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Cortez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take at least one (1) day's rest in a calendar month.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Millard failed to provide Ms. Cortez and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. Millard failed to compensate Ms. Cruz and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Millard failed to pay Ms. Cortez and other aggrieved employees all wages due to them, including minimum wages, overtime wages and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately,

and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Millard failed to pay Ms. Cortez and other aggrieved employees all wages due to them upon termination of their employment, including minimum wages, overtime wages, meal period premiums, and rest period premiums.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Millard failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Ms. Cortez and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. Millard failed to provide wage statements to Ms. Cortez and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the amount of wages earned, the amount of meal period premium wages earned, and the amount of rest period premium wages earned.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Cortez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Millard. These costs include, but are not limited to, the use of personal cell phones for work-related purposes, and mileage for the use of personal vehicles.

Millard is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Millard for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW



Jill J. Parker, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

Larry Kugler, President and Chief Executive Officer
Gina Fritz, Director of Human Resources
Millard Mall Services, Inc. / The Millard Group, Inc.
7301 North Cicero Ave.
Lincolnwood, Illinois 60712

By U.S. Mail – Under Separate Cover with Filing Fee Enclosed

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT 2

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Jazzmin Cortez (“Plaintiff”), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(4) below) and Millard Mall Services, Inc. (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately August 2019 to February 2020;

(b) On August 27, 2020, Blackstone Law, APC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders including *inter alia*, IWC Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-804153-20 (“PAGA Notice”);

(c) On September 2, 2021, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court Case No. CVRI2104010 (“Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable IWC Wage Orders;

(d) On January 16, 2024, the Parties mediated the Action with Paul Grossman, Esq., and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) The Parties to this Settlement Agreement, desiring to resolve and terminate all differences among themselves, have reached a settlement of the claims and liabilities arising out of the Action on the terms and subject to the conditions set forth herein, without Defendant and the Released Parties admitting to the validity of any of the facts alleged in the Action, but rather to avoid the uncertainty and expense of proceeding further. There has been no determination on the merits of the Action or the PAGA Notice.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Parties acknowledge that the payment made pursuant to this Settlement Agreement represents a compromise settlement of disputed claims and that neither the contents of this Settlement Agreement, nor the fact of its execution, nor any fact, matter, or thing in any way related to or connected with the making and executing of this Settlement Agreement, is intended to, nor shall it be construed as, an admission of liability or obligation owed by Defendant and the Released Parties, which liability and obligation is expressly denied.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) (“PAGA Settlement Amount”) to resolve the Action and Released Claims (as defined in Section 6 below), which will be paid as follows:

(1) Attorneys’ fees in the amount of one-third (1/3) of the PAGA Settlement Amount, which is One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$158,333.33), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Five Hundred Fifty Dollars and Zero Cents (\$5,550.000) (“Settlement Administration Costs”) to ILYM Group, Inc. (“Settlement Administrator”).

(3) The amounts stated in Sections 3(a)(1) – 3(a)(2) above, once approved by the Court, shall be paid from the PAGA Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(4) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 27, 2019 to October 21, 2021 is the “PAGA Period.” The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Employees’ Portion.”

(5) Defendant has represented that the Aggrieved Employees are estimated to consist of approximately 474 individuals who worked approximately 11,229 Pay Periods (as defined in Section 5(b) below) during the PAGA Period. If the actual number of Pay Periods is more than ten percent (10%) above 11,229, Plaintiff has the option to cancel this Settlement Agreement.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys’ Fees and Costs and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the

Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Steve J. Joffe and David D. Kremenetsky of Wilson, Elser, Moskowitz, Edelman & Dicker LLP ("Defendant's Counsel") for review. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. Payment of the PAGA Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the PAGA Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Period(s)"), which will be calculated by the Settlement Administrator by using the dates worked during the PAGA Period included in the Aggrieved Employees List, under the assumption of a Saturday to Friday bi-weekly pay period schedule. Each Aggrieved Employee who worked at least one day in a Pay Period will be credited with a Pay Period. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than ten (10) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and

last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List.

(3) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel.

(7) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiff and the State of California with Respect to the Aggrieved Employees.

Upon the full funding of the PAGA Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released Defendant and its officers, directors, employees, and agents (collectively, the “Released Parties”) from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, based only on the claims described in the PAGA Notice and only to the extent that they are alleged in the Operative Complaint, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain accurate and complete payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (“Released Claims”).

7. Governing Law and Interpretation. This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California.

8. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement between these Parties with regard to the matters set forth herein. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and the Released Parties, and shall be fully enforceable against each of them, in accordance with its terms.

9. **Jurisdiction.** The Court shall retain jurisdiction over the Parties to enforce this Settlement Agreement until it has been fully performed pursuant to California Code of Civil Procedure, Section 664.6. All claims and actions under this Settlement Agreement, other than as provided in Section 13(d), shall be commenced in the Superior Court of the State of California, County of Riverside.

10. **Confidentiality/Publicity.** Plaintiff and Plaintiff's Counsel agree that they will keep the terms of this Settlement confidential and not engage in publicity regarding the Action or the Settlement until Plaintiff has filed her motion for approval of the Settlement. Despite this provision, Plaintiff's Counsel can discuss the Settlement with the Court for purposes of approval and with Plaintiff. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. Furthermore, Plaintiff and Plaintiff's Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

11. **Non-Disparagement.** The Parties agree that they shall not disparage, defame, or injure the personal or professional reputation of any Party to this Settlement Agreement.

12. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including, but not limited to, with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Paul Grossman, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF JAZZMIN CORTEZ

Dated: 05/21/2024



Plaintiff Jazzmin Cortez

DEFENDANT MILLARD MALL SERVICES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Millard Mall
Services, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: May 21, 2024



Jonathan M. Genish
Attorneys for Plaintiff Jazzmin Cortez

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

Dated: _____

Steven J. Joffe
David D. Kremenetsky
*Attorneys for Defendant Millard Mall
Services, Inc.*

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF JAZZMIN CORTEZ

Dated: _____

Plaintiff Jazzmin Cortez

DEFENDANT MILLARD MALL SERVICES, INC.

Dated: 5.17.24



Full Name: Larry B Kugler

Title: President
On behalf of Defendant Millard Mall
Services, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Attorneys for Plaintiff Jazzmin Cortez

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

Dated: 06-12-2024

David D. Kremenetsky

Steven J. Joffe
David D. Kremenetsky
*Attorneys for Defendant Millard Mall
Services, Inc.*

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County
Superior Court Case No. CVRI2104010

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court Case No. CVRI2104010 (“Action”).

The lawsuit was filed on September 2, 2021 by Jazzmin Cortez (“Plaintiff”) against her former employer Millard Mall Services, Inc. (“Defendant”), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, including, *inter alia*, for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain accurate and complete payroll records, and reimburse necessary business-related expenses. Prior to initiating the lawsuit, on August 27, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Orders including *inter alia*, IWC Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-804153-20 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. Plaintiff and Defendant, desiring to resolve and terminate all differences among them, have reached a settlement of the claims and liabilities arising out of the Action on the terms and subject to the conditions set forth herein, without Defendant and the Released Parties admitting to the validity of any of the facts alleged in the Action, but rather to avoid the uncertainty and expense of proceeding further. There has been no determination on the merits of the Action or the PAGA Notice.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 27, 2019 to October 21, 2021 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the PAGA Settlement Amount>>, the Released Parties were fully, finally, and forever released from the Released Claims.

“Released Parties” means Defendant and its officers, directors, employees, and agents.

COVER LETTER

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, based only on the claims described in the PAGA Notice and only to the extent that they are alleged in the Operative Complaint, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain accurate and complete payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

EXHIBIT 3

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made by and between Plaintiff, JAZZMIN CORTEZ (“Plaintiff” or “JAZZMIN CORTEZ”), on the one side, and Defendant, MILLARD MALL SERVICES, INC. (“Defendant” or “MILLARD”), on the other side. Plaintiff and Defendant are hereinafter referred to individually as “Party” and collectively as “Parties” to the Agreement.

RECITALS

A. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately August 2019 to February 2020.

B. On September 2, 2021, Plaintiff, individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq* in the action entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010 (hereinafter the “PAGA Action”). The PAGA Action alleges one cause of action under the PAGA, California Labor Code §§ 2698 et seq. against MILLARD.

C. On April 7, 2022, Plaintiff, individually and on behalf of other members of the general public similarly situated, filed a Class Action Complaint for Damages in the related action entitled *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2201397 (hereinafter the “Class Action”), which alleged wage and hour violations against MILLARD.

D. On June 8, 2022, MILLARD filed its Motion to Dismiss Class Action, Compel Arbitration of Plaintiff’s Individual Claims and Stay of the Related PAGA Action Pending Arbitration of Plaintiff’s Individual Claims in the Class Action.

E. On July 6, 2022, the Court in the Class Action granted MILLARD’s motion, dismissed Plaintiff’s class action claims, and ordered Plaintiff to arbitrate her individual claims pursuant to the “Agreement to Arbitrate” between the Parties.

F. On July 27, 2022, MILLARD filed its Motion to Compel Arbitration of Plaintiff’s Individual PAGA Claims, to Dismiss Plaintiff’s Representative PAGA Claims and to Stay This Action Pending Arbitration of Plaintiff’s Individual Claims in the PAGA Action.

G. On October 6, 2022, the Court in the PAGA Action compelled Plaintiff’s individual claims to arbitration but stayed Plaintiff’s representative PAGA claims instead of dismissing them.

H. On February 6, 2023, Plaintiff served counsel for MILLARD with a written notice of her intent to arbitrate Plaintiff's individual claims against MILLARD ("Individual Action"). The Parties then agreed to mediate all of Plaintiff's claims and postpone the arbitration of her individual claims.

I. On January 16, 2024, the Parties mediated the PAGA Action and Individual Action with Paul Grossman, Esq., and reached a settlement of both the PAGA Action and the Individual Action.

J. The Parties to this Agreement, desiring to resolve and terminate all differences among themselves, have reached a settlement of the claims and liabilities arising out of Plaintiff's Individual Action on the terms and subject to the conditions set forth herein, without any Party admitting to the validity of any of the facts alleged in Plaintiff's Individual Action, but rather to avoid the uncertainty and expense of proceeding further.

NOW, THEREFORE, in consideration of these Recitals and the promises, rights, and duties undertaken herein, the Parties hereby agree as follows:

AGREEMENT

1. **Payment**

Defendant shall pay the total sum of **\$175,000.00** (One Hundred Seventy-Five Thousand Dollars and No Cents) in settlement of the Individual Action (the "Settlement Sum"). Within thirty (30) calendar days of the Court granting approval of the settlement of the PAGA Action, Defendant shall send a check in the amount of \$175,000.00 to Miriam Schimmel, Esq. of BLACKSTONE LAW, APC, 8383 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211, made payable as follows: "Blackstone Law, PC's Client Trust Account."

2. **Costs**

Each Party shall bear all of their respective costs and fees associated with Plaintiff's Individual Action.

3. **Release**

(a) Contingent upon the payment, receipt, and clearance of Defendant's payment of the Settlement Sum to Plaintiff's counsel as set forth in Paragraph 1 above ("Effective Date"), Plaintiff, individually and on behalf of Plaintiff's heirs, executors,

administrators, representatives, attorneys, successors, and assigns, knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions and predecessors, insurers, successors, and assigns, as well as its current and former employees, including without limitation, Defendant's attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs ("Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act - Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act - Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act - Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information - Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act - Cal. Civ. Code § 56 et seq.;
- California Equal Pay Law - Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law - Cal. Lab. Code § 1102.5;
- Cal. Lab. Code § 232.5;
- Cal. Lab. Code § 98.6;
- Statutory Provision Regarding California Family and Medical Leave - Cal. Lab. Code § 233;

- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435; The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- Those other provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

(b) Notwithstanding the foregoing, the Parties agree that this general release does not apply to any claims Plaintiff may have for worker's compensation benefits (except as to claims under Labor Code sections 132a and 4553), unemployment insurance, or indemnification as provided by state law as well as any other claims that cannot lawfully be released.

(c) Notwithstanding the foregoing, the Parties also agree that this general release shall not apply to any vested benefits accrued by Plaintiff prior to the date of execution of this Agreement under any compensation or benefit plans, programs, and arrangements maintained by Defendant for the benefit of its employees and subject to ERISA or with respect to any other compensation and benefits set forth in this Agreement.

(d) If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Defendant or any of the other Released Parties identified in this Agreement is a party.

4. Release of Unknown Claims

To effect a full and complete general release as described above, upon the Effective Date, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in her favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants she has read this Agreement, including this waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing about this Agreement and specifically about the waiver of section 1542, and that she understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that she later may discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to her relating thereto.

5. Advice of Counsel: No Admissions

The Parties further warrant, represent, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights which they may have as against each other arising out of the Individual Action herein compromised and that the Parties have received independent legal advice from their attorneys with regard to the facts related to the Individual Action and with respect to the rights and asserted rights arising out of the Individual Action. The Parties acknowledge that the Settlement Sum represents a compromise settlement of disputed claims and that neither the contents of this Agreement, nor the fact of its execution, nor any fact, matter, or thing in any way related to or connected with the making and executing of this Agreement, is intended to, nor shall it be construed as, an admission of wrongdoing, liability, or obligation owed by any Party hereto of any previously-dismissed individual, which alleged wrongdoing, liability, and obligation is expressly denied.

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6. Liens

(a) Plaintiff represents and warrants that all, *inter alia*, claims, demands, debts, rights to payments, bills, expenses, fees, costs, tax consequences (if any), and liens of any kind, including attorneys' liens, resulting from, or arising out of, Plaintiff's alleged Labor Code violations, arising out of the Individual Action are solely Plaintiff's responsibility to negotiate, resolve, settle, satisfy, and/or pay from the Settlement Sum. Moreover, Plaintiff agrees to be solely responsible for fully satisfying, negotiating, and paying any and all such, *inter alia*, claims, demands, debts, rights to payments, bills, expenses, fees, costs, tax consequences (if any), and liens of any kind, arising from or relating to payments made or services provided to Plaintiff and/or on Plaintiff's behalf, as well as for any and all expenses, costs, and fees which were incurred in connection with, arise from, and/or relate to, the Individual Action.

(b) Moreover, in consideration of the Settlement Sum under this Agreement, and as it relates to Plaintiff and the Individual Action, Plaintiff agrees to defend, indemnify, and hold Defendant and the Released Parties harmless from any and all such liens, claims, demands, debts, rights to payments, bills, expenses, fees, costs, fines, tax consequences (if any), and liens of any kind, whether known or unknown.

7. Governing Law

The Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

8. Continuing Agreement

All representations, agreements, and releases set forth in this Agreement shall be deemed continuing and shall survive the execution date of this Agreement.

9. Attorneys' Fees

Should any Party retain counsel for the purpose of enforcing any provision of this Agreement, including, but not limited to, instituting or defending any action, cause of action, or proceeding to enforce any of its provisions, for a declaration of such Party's rights or obligations, or for any other judicial or arbitral remedy, the prevailing Party shall be entitled to be reimbursed by the non-prevailing Party for all reasonable attorneys' fees and costs incurred.

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10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the matters set forth herein. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, the Released Parties, and their respective employers, principals, successors in interest, assignees, and agents and shall be fully enforceable against each of them, in accordance with its terms.

11. Jurisdiction

The Court shall retain jurisdiction over the Parties to enforce this Agreement until it has been fully performed pursuant to California Code of Civil Procedure, Section 664.6. All claims and actions under this Agreement, including any dispute over the interpretation of this Agreement, shall be commenced in the Superior Court of the State of California, County of Riverside.

12. Non-Disparagement

The Parties agree that they shall not disparage, defame, or injure the personal or professional reputation of any Party to this Agreement.

13. Notices

Any and all notices to be given under this Agreement may be sent by fax, by U.S. Mail, or by personal delivery as follows:

PLAINTIFF:

Jonathan M. Genish, Esq.
Miriam Schimmel, Esq.
Joana Fang, Esq.
Alexandra Rose, Esq.
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

DEFENDANT:

Steven J. Joffe, Esq.
David D. Kremenetsky, Esq.
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
555 South Flower Street, Suite 2900
Los Angeles, CA 90071
Telephone (213) 443-5100
Facsimile (213) 443-5101

Notice shall be deemed given under this Agreement as of the date of delivery, the date of confirmation of fax delivery, or five (5) days after deposit in the U.S. Mail.

14. Payment of Wages and Benefits

The Parties agree that none of the Settlement Sum shall be allocated to wages, and that the Settlement Sum is payment for emotional distress and other penalties arising out of Plaintiff's claims asserted in the Individual Action. Defendant will issue a Federal tax form 1099 for the payment of the Settlement Sum to Plaintiff. Plaintiff warrants that, upon the granting of approval of the PAGA Action by the Court and Plaintiff's receipt of her share of the settlement in the PAGA Action, that she will have been paid all wages due to her, including overtime, and that she has either taken or been paid for all applicable meal and rest periods during her employment with Defendant.

15. Indemnification of Releasees

The Settlement Sum constitutes a compromise of all claims that Plaintiff has raised or may have whether known or unknown. In the event that some or all of the Settlement Sum is asserted to be or classified as taxable income by a federal, state, or other taxing authority, Plaintiff agrees, covenants, and represents that she will be solely liable for any and all taxes, interest, and penalties payable on said amounts and that Plaintiff shall indemnify and hold harmless Defendant from any claims, demands, actions and causes of action, attorneys' fees, costs, penalties, interest, fees, and/or expenses arising out of or in any way relating to the tax treatment of any or all of the Settlement Sum.

16. End of Employment

Plaintiff agrees that her employment with Defendant has ended.

17. Construction of Agreement

This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. Whenever required for proper interpretation, the words in singular shall include the plural, the masculine gender shall include the neuter and feminine, and vice versa. The word "person" shall include entities, whether corporate, partnership or other, as well as individuals.

18. Additional Documents

The Parties to this Agreement agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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19. Severability

If any provision of this Agreement is held invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. No Assignment

The Parties covenant, warrant, and represent that they have not transferred or assigned any of their rights, interests, or liabilities relating to the Individual Action, and that the signator for each on this Agreement has full power and authority to execute the Agreement on behalf of that Party.

21. Counterparts

This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original. Facsimile, electronic, and e-mail signatures shall have the same force and effect as original signatures.

22. PAGA Settlement

Nothing in this Agreement shall bar or prevent Plaintiff from receiving her share of the settlement in the PAGA Action.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the dates appearing below.

	<u>05/21/2024</u>
_____ Plaintiff, JAZZMIN CORTEZ	_____ Date

_____ Defendant, MILLARD MALL SERVICES, INC. By:	_____ Date
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19. Severability

If any provision of this Agreement is held invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. No Assignment

The Parties covenant, warrant, and represent that they have not transferred or assigned any of their rights, interests, or liabilities relating to the Individual Action, and that the signator for each on this Agreement has full power and authority to execute the Agreement on behalf of that Party.

21. Counterparts

This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original. Facsimile, electronic, and e-mail signatures shall have the same force and effect as original signatures.

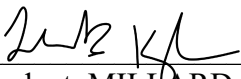
22. PAGA Settlement

Nothing in this Agreement shall bar or prevent Plaintiff from receiving her share of the settlement in the PAGA Action.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the dates appearing below.

Plaintiff, JAZZMIN CORTEZ

Date



Defendant, MILLARD MALL SERVICES, INC.
By:

5.17.24

Date

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
3/16/2020	Mailing	Records Request	\$0.50
8/19/2020	Mailing	Demand Letter	\$0.50
8/27/2020	Filing	Check to DIR for PAGA Letter	\$75.00
8/27/2020	Mailing	Mailing of Check to DIR for PAGA Letter	\$0.50
8/27/2020	Mailing	Mailing of PAGA Letter to Millard Mall Services, Inc.	\$6.90
8/27/2024	Filing	First Legal: Filing of Complaint & Initiating Docs (Rejected)	\$72.00
9/2/2021	Filing	First Legal: Filing of Complaint & Initiating Docs	\$529.95
9/3/2021	Service	First Legal: Service of Complaint and Summons	\$209.03
9/9/2021	Filing	First Legal: Proof of Service of Summons (Rejected)	\$8.75
9/13/2021	Filing	First Legal: Notice of Errata re: Plaintiff's Complaint	\$11.70
9/22/2021	Filing	First Legal: Proof of Service of Summons	\$34.95
11/10/2021	Filing	First Legal: Plaintiff's Opp to Def's Demurrer/MTS Portions of Complaint/RFJN /POS	\$34.95
4/7/2022	Filing	First Legal: Complaint & Initiating Docs	\$1,545.30
4/22/2022	Service	First Legal: Service of Complaint and Summons	\$180.88
4/28/2022	Filing	First Legal: Proof of Service of Summons	\$37.30
5/2/2022	Filing	First Legal: Notice of Related Case	\$37.30
5/2/2022	Other	First Legal: Advancement of Complex Fee	\$1,137.00
5/2/2022	Filing	First Legal: Notice of Related Case	\$37.30
6/3/2022	Filing	First Legal: Notice of Dissociation/Withdrawal of Attorney (Rejected)	\$33.50
6/3/2022	Filing	First Legal: Notice of Dissociation/Withdrawal of Attorney (Rejected)	\$33.50
6/7/2022	Filing	First Legal: Proof of Service re: Notice of CMC	\$37.30
6/8/2022	Other	Riverside Court Document Download - 6/8 Court Order re CMC	\$2.00
6/22/2022	Filing	First Legal: Plaintiff's Opp to Def's Motion to Dismiss Class Action	\$37.30
7/5/2022	Filing	First Legal: Joint CMC Statement	\$37.30
7/18/2022	Other	Riverside Court Document Download -Docs related to Def's Motion	\$8.00
8/12/2022	Filing	First Legal: Plaintiff's Opp to MTC Arb	\$37.30
12/6/2023	Mediation	Check to Paul Hastings LLP	\$16,500.00
12/6/2023	Mailing	Mailing of Check to Paul Hastings LLP	\$8.05
1/17/2024	Other	Berger Consulting Group	\$4,995.00
Sub Total:			\$25,689.06