

ALEXANDER S. RUSNAK, Bar No. 300054
JENNIFER L. RUSNAK, Bar No. 247054
Rusnak Law Office
1001 Molalla Avenue, Suite 221
Oregon City, OR 97045
Telephone: (408) 780-9835
Facsimile: (408) 351-0114
Arusnak@rusnaklawoffice.com
Jrusnak@rusnaklawoffice.com

TOMAS E. MARGAIN, Bar No. 193555
Justice at Work Law Group, LLP
1550 The Alameda, Suite 302
San Jose, CA 95126
Telephone: (408) 317-1100
Facsimile: (408) 351-0105
Tomas@Jawlawgroup.com

Attorneys for PLAINTIFFS
JESUS GIL MALDONADO, FRANCISCO MORA, HOMERO OCHOA,
ISMAEL MORALES, and JESUS PRIETO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JESUS GIL MALDONADO,
FRANCISCO MORA, HOMERO
OCHOA, ISMAEL MORALES, and
JESUS PRIETO;

Plaintiffs,

v.

EXCEL HOTEL SERVICES, INC;
LANDMARK RESTORATION LTD;
CONSTELLATION REHAB SERVICES,
LLC; ABEL SIMON CURIALES; DAVID
REGY WESTBROOK; STEPHEN
DAVID PAYONE.

Defendants.

No. 20-CV-07512-LB

**DECLARATION OF TOMAS E. MARGAIN
IN SUPPORT OF MOTION FOR ORDER
APPROVING SETTLEMENT OF FLSA AND
PAGA CLAIMS**

Date: January 20, 2022
Time: 9:30 a.m.
Courtroom: B -15th Floor
Judge: Honorable Laurel Beeler

1
2 I, Tomas E. Margain, declare as follows:

3 1. I am one of the attorneys for Plaintiffs JESUS GIL MALDONADO, FRANCISCO
4 MORA, HOMERO OCHOA, ISMAEL MORALES, and JESUS PRIETO along with my co-
5 counsel Alexander S. Rusnak of Rusnak Law Office. I have personal knowledge of the facts set
6 forth in this declaration, and, if called as a witness, I could and would testify thereto. I am
7 providing this declaration to address three issues: (1) the allegations and litigation in this matter;
8 (2) my legal experience including in wage theft litigation; collective action litigation (FLSA and
9 Rule 23) and Private Attorney General Act ("PAGA") litigation to support of my
10 recommendation of the settlement and my attorney fees accounting; and (3) the negotiations,
11 valuation of the case, and my opinion of the settlement.

12 **NOTICE TO LWDA**

13 2. Today December 16, 2021, I filed with the LWDA's web based document filing
14 system, the Settlement Agreement attached hereto as Exhibit B as well as the Fairness hearing
15 papers.

16 **I. ALLEGATINS, FACTS AND PROCEDUAL HISTORY**

17 3. Plaintiffs are five Latino immigrants who were recruited to travel to San Francisco
18 to work on a largescale construction remodel which was the rebranding of the San Francisco
19 Fisherman's Wharf Holiday Inn to a Kimpton branded boutique hotel. They were recruited
20 primarily from Texas and Florida by Defendant Abel Curiales, an Illinois based construction
21 contractor. I checked the California State Contractors Board ("CSLB") website and looked at
22 their contractor licensing database and verified that neither Abel Curiales nor Constellation Rehab
23 Services, LLC have a CSLB issued license. I also went on the California Secretary of State
24 website and performed a Business Search and did not get any results for Constellation Rehab
25 Services, LLC. While I have accessed the Illinois Secretary of State website several times during
26 this litigation, I accessed it again today and verified that Constellation Rehab Services, LLC is
27 listed as having a status of "Terminated" as of Tuesday December 8, 2020.

1 4. Curiales recruited workers to California because he had been hired by
2 LANDMARK RESTORATION LTD. a Georgia based corporation, to perform work in San
3 Francisco through his company Constellation Rehab Services, LLC. I checked the CSLB
4 database before filing this lawsuit and verified that Landmark is licensed by the CSLB to perform
5 construction work in this state. Excel is likewise CSLB licensed.

6 5. Based on my review of records and the deposition testimony of Curiales, the
7 construction work at issue occurred from late February 2020 through November 2020. However,
8 Plaintiffs' individual claims and work occurred from roughly March 2020 to August 4, 2020.

9 6. Plaintiffs alleged that they worked 9-hour days, from 7:00 am to 5:00 pm with a
10 one-hour lunch, six days a week without overtime premium pay. Workers also did not receive
11 payment for all hours worked based on my accounting of their hour reconstruction and the checks
12 they received as produced in discovery. Curiales' workers, including Plaintiffs, were paid by
13 non-payroll "personal" checks, without any payroll tax withholdings, and filled out W-9
14 paperwork characterizing them as Independent Contractors as opposed to W-4 Employees. I
15 verified this by reviewing the limited documents produced by Curiales.

16 7. Plaintiffs allege that they were directed by a superintendent hired by Landmark
17 Restoration Ltd named Randal Altamirano to do everything from removing furniture, carpets and
18 wallpaper from rooms, demolition of the walls as needed, miscellaneous carpentry framing work
19 and installing sheetrock. Altamirano allegedly would: (1) direct these workers as to their general
20 duties, (2) coordinate their work with other trades hired by different contractors such as plumbers,
21 electricians and painters, and (3) would have them do specific tasks such as moving furnishings
22 that were delivered or to take care of a plumbing water emergency in the lobby.

23 8. Based on the allegations of Plaintiffs and my review of the pay records, Curiales
24 fell behind on payment to his employees. In my opinion, workers put up with this because they
25 were being housed, at first at the Holiday Inn they were working on, then in a short term Air BnB
26 rental house, and finally at the Triton Hotel in the Union Square Area. As a practical matter, I am
27 also of the opinion that they were stuck in San Francisco, some with cars some without a way to
28

1 leave, and kept working in hopes that they would get paid. On this issue, Plaintiffs alleged that
2 Mr. Altamirano knew of the non-payment, sympathized with workers, and in fact gave them
3 pocket money to be able to buy food.

4 9. At the end of July 2020, workers had gone most of the month without pay for the
5 work they performed. Plaintiffs walked off the job on Wednesday August 4, 2020, demanding
6 their pay. This was after several small meetings and a large worker wide meeting with Curiales
7 and Altamirano. Plaintiffs allege that Curiales agreed to pay them for the hours he believed he
8 owed them but told them the check had to be dated Friday August 7, 2020, as he needed a few
9 days to deposit money into his checking account. However, on August 7, 2020, Plaintiffs went to
10 Chase, the bank from which the checks were drawn, and were told that there was not sufficient
11 money in the account to cash the checks.

12 10. I first spoke with my clients on August 5, 2020, when I received a call from Jesus
13 Gil Maldonado. Mr. Maldonado is a college educated Venezuelan refugee who became very pro-
14 active when workers were not being paid culminating in their decision to walk off the job.

15 11. Without waiving the attorney client privilege, I learned from Mr. Maldonado on
16 Friday August 7, 2020, that the checks that were written to workers were not being honored at
17 Chase Bank because the account did not have sufficient funds. I agreed to drive up to San
18 Francisco as I was sheltering in place in my home in Mountain View and frankly wanted to help
19 these workers out and was suffering from the same cabin fever everyone was going through in the
20 summer of 2020.

21 12. I went to the Fisherman's Warf Holiday Inn with my clients and videotaped what
22 occurred. After entering the construction site, I was approached by Mr. Altamirano and Curiales
23 and was asked to leave the property and proceeded to speak with them on the sidewalk outside the
24 hotel. In my opinion, Mr. Altamirano was very professional but informed me that he was not
25 responsible for Curiales' workers. Curiales was bothered and a tad aggressive, but not
26 threatening in any manner, and was of the position that he had paid workers and they just needed
27

1 to be patient and to wait until Monday for a check to clear. Curiales had already agreed to
2 provide a hotel in Jack London Square for the workers so we verified this and left.

3 13. The following Monday, Plaintiffs were able to cash their checks and get enough
4 money to leave California.

5 II. PROCEDURAL HISTORY

6 14. On August 19, 2020, I filed a notice with the Labor & Workforce Development
7 Agency ("LWDA") on Plaintiffs' behalf. Attached as Exhibit A to the Complaint is a true and
8 correct copy of the Notice. The LWDA did not respond to Plaintiffs' notice. (*Id.*) On October
9 26, 2021, Plaintiffs filed a civil complaint with this Court, alleging individual violations of 29
10 U.S.C. §§ 207, 216(B), and 255(A) of the Fair Labor Standards Act and analogues violations
11 California's *Labor Code*.

12 15. The parties exchanged initial disclosures and Plaintiffs produced subsequent
13 disclosures. After the parties exchanged disclosures, Plaintiffs propounded written discovery on
14 all Defendants.

15 16. Defendants Excel and Landmark also propounded discovery on each of the five
16 Plaintiffs.

17 17. In total, Landmark produced 571 documents primarily contracts with
18 Constellation, Excel and email communications with Constellation. Excel produced 704
19 documents primarily contracts with Excel and the property Developer. Constellation produced
20 126 documents being the Landmark contract as well as purported time and pay records for a total
21 of ten workers including the five Plaintiffs.

22 18. Plaintiffs attempted to meet and confer with Constellation's counsel over the issue
23 of the other workers as they only produced information for ten workers, and it was Plaintiffs
24 contention that Constellation hired a least twenty-nine workers. The names of these workers had
25 been disclosed in their response to Interrogatories propounded by Defendant Landmark.

19. I put together an audit of the claims of the Plaintiffs as well as the value of the PAGA claim based on a total of 30 workers, with fifteen workers working at any one time, and a total of twelve different PAGA penalty claims.

20. I am attaching as Exhibit B a true and correct copy of the Audit. As to the audit, the value my co-counsel and I put on the claims of Plaintiffs was \$79,749.83. The Settlement would pay them \$75,000.00.

21. The PAGA accounting came out to \$1,103,000 as seen by pages 2 and 3 of Exhibit A. However, roughly 75% of the exposure of \$750,000 is based on the Independent Contractor claim and the penalty under California Labor Code section 226.8 valued at \$25,000 per worker over 30 workers. The discovery produced by Curiales, which I do not find to be complete, only had ten workers. However, as to the corporate Defendants, there was no real pattern and practice of misclassifying works in California so as I indicated in the brief, it would be probably that a lower penalty range would be awarded.

22. On August 20, 2021, I took the deposition of Curiales who was designated as the Person Most Qualified for Constellation. Curiales was examined on the documents produced and the claims of Plaintiffs. The deposition was kept open and Mr. Rusnak and I are meeting and conferred with their counsel regarding perceived deficiencies in preparation of the deposition and production of documents and will most likely be seeking intervention by the Court on these issues. This is complicated as counsel indicated that he will make one last attempt to communicate with his client, who stopped communicating with him, and then would withdraw if he cannot reestablish contact.

23. The settlement with the Excel and Landmark defendants was spurred by the appointment of Arthur Eidelhoch as our mediator by this Court. Once Mr. Eidlehoch was appointed, and after holding a pre-mediation conference, Mr. Rusnak and I began speaking with John Rubiner counsel for the settling Defendants about trying to resolve the matter prior to taking a pending deposition of Landmark and holding a formal mediation.

24. In my opinion, the settlement before mediation was prompted by the impending close of discovery, we had wanted to take and had noticed a deposition of Excel prior to the mediation, the review of discovery responses and frankly our disclosure of firm numbers as to the Plaintiffs an PAGA and our making a demand. I also believe that the expense of the mediation to Defendants, put some more money on the table, as well as the testimony elicited at the deposition of Constellation prompted the parties to get serious and attempt to settle the matter.

25. After three rounds of offers and counter offers, in non-collusive arms-length negotiations, the settling Defendants agreed to pay \$190,000.00 payable over 18-months. I am attaching as Exhibit B a true and correct copy of the fully executed settlement agreement.

26. In my opinion, the pre-mediation settlement was what we would have been able to receive at mediation or perhaps slightly more given the saved fees from Defendants' perspective of a deposition and the mediation. These fees in my opinion were put into the settlement budget of the settling Defendants.

27. Based on my accounting at Exhibit A, the exposure was as follows:

- a. \$79,749.83 owed to Plaintiffs;
- b. \$1,103,000 owed on the PAGA claim based on a workforce of 15 workers from March 2020 through October 2020.¹
- c. \$155,346.35 in attorneys' fees and slightly under \$5,000 in costs including the deposition taken of Constellation with a Federally certified Spanish interpreter.

28. Again, in my opinion, the settlement is fair with an eye towards the remedial nature of PAGA. While the PAGA penalty was compromised to reach a settlement, given the risks in the case and collectability as against out of state corporations and individuals. Moreover, the PAGA exposure was not used to award Plaintiffs more than the value of their case. Finally, Mr. Rusnak and I made a significant compromise to our attorney's fees. We incurred \$155,346.35 in fees and will receive \$63,327.00 in fees or roughly 40% of our fees. With respect

¹ During the mediation process, Plaintiffs revised their PAGA totals downwards which will be discussed in in the Argument section.

1 to the FLSA fairness analysis, again the overtime and liquidated damage claims were calculated
2 and 94% of the value was recovered.

3
4 **III. EMPLOYMENT LAW/WAGE AND HOUR EXPERIENCE AND REQUESTED**
5 **RATE OF \$661.00 AN HOUR**

6 29. I want to provide background about my experience to put my opinion on the
7 settlement in context as well as describe my \$661.00 loadstar rate sought and my billing practices.
8 We are not filing a Motion for Fees and the Court does not have to make a finding of our fees and
9 costs. However, the Court does need to consider, in my opinion, the fees that will be recovered as
10 part of the PAGA and FLSA fairness hearing.

11 **A. EMPLOYMENT LAW BACKGROUND AND EXPERIENCE**

12 30. I have focused my entire twenty-four years of practicing law, aside from a one-
13 year position as a research attorney for the Sonoma County Superior Court, to wage theft
14 litigation.

15 31. After being admitted to practice law in California in 1997, I held a year-long
16 research attorney position with the Sonoma County Superior Court. I worked for at first three and
17 then four weekly law and motion calendars as one of three research attorneys.

18 32. After completing my clerkship, I became an associate attorney at the firm of Van
19 Bourg, Weinberg, Roger and Rosenfeld (VBWRR). VBWRR is I believe the largest firm outside
20 of Washington D.C. representing Labor Unions. In the three years I worked at VBWRR, I
21 worked almost exclusively in the firm's wage and hour class action unit. At VBWRR, I was
22 involved in fifteen (15) class action lawsuits alleging the systematic underpayment of wages to
23 workers. Five of those lawsuits reached a class certification stage and three settled on behalf of a
24 class.

25 33. In 2001, I opened up my own firm in San Francisco's Mission District in a street
26 level office sharing office space with a non-profit called Instituto Laboral de la Raza. I primarily
27

1 represented monolingual Spanish speakers in wage theft cases in the restaurant and service
2 industry.

3 34. In 2003, I moved my office to the Potrero Hill neighborhood though I kept
4 volunteering with the Instituto Laboral. From 2001 through 2007, I was a sole practitioner in San
5 Francisco focusing on wage and hour cases of service workers primarily in San Francisco and the
6 East Bay. At some point, I increasingly begun representing construction workers. I also began
7 taking cases throughout Northern California as far North as Humboldt County, East as Butte,
8 Yuba and Placer Counties and South as Santa Barbara and Fresno.

9 35. In 2008, I relocated my practice to San Jose because my client base had
10 increasingly become construction workers living in Santa Clara, San Benito, Monterey and Santa
11 Cruz counties. I also began representing service workers in the Peninsula and South Bay area
12 primarily restaurant workers who were employed by businesses along El Camino Real cutting
13 through San Mateo County.

14 36. Since 2001, I have worked as a sole practitioner, shareholder and now a limited
15 partner in various small firms focusing almost exclusively on wage and hour litigation. I have
16 represented or represent clients in over 300 lawsuits filed in State Courts and have represented
17 over 120 claimants before the State of California's Labor Commissioner's Office. The last time I
18 checked the Federal Court PACER system for the Northern District of California I have been
19 involved in 196 filed federal lawsuits since 2003, the vast majority alleging Fair Labor Standards
20 Act violations. Approximately 95% of my practice involves wage and hour litigation.

21 **B. CLASS AND REPRESENTATIVE ACTION EXPERIANCE**

22 37. In the last nineteen years, I have litigated ten (10) Class Action lawsuits as lead
23 counsel that settled on behalf of a class.

24 38. In Federal Court, I represented through settlement and a Final Fairness hearing as
25 lead counsel the following matters:

- 26 a. Moreno v. Capital Building Maintenance & Cleaning Services Inc.,
27 USDC NDCA 9-cv-07087-DMR;

- b. Gerardo v. Quong Hop and Co USDC NDCA Case No. 08-CV-03953 JF;
- c. Cruz v. JSC-SC Project Inc. USDC NDCA Case No. 09-cv-04296-JW;
- d. Lopez v. San Jose Market Center HB, Inc. USDC NDCA Case No. 08-cv-04865-RS;
- e. Palana v. Mission Bay, USDC NDCA Case No. 15-cv-5235 SI; and
- f. Sandoval, et al v. Ali, et al USDC Case No. NDCA 13-cv-03230-EDL.

39. In State Court, I was lead counsel in the following matters:

- a. Rosales v. Heavenly Greens, Santa Clara Superior Court Case No. 08-CV-119684
- b. Rodriguez v. United Site Services of California, Inc., Santa Clara Superior Court Case No. 13-CV-257373
- c. Cormier v. Comcast of California, et al, Alameda County Superior Court Case No. RG04146868
- d. Covarrubias, et al v. Petersendean Builder Group., Inc. et al, Kern County Superior Court Case No. BCV-16-101122.

40. With respect to non-class action representative work, I was the lead attorney on what I believe was one of the first settlements to reach a Fairness Hearing under the Private Attorney General Act of 2004. In Burns v. Bustichi Construction, Inc. Santa Cruz Superior Court Case CV152157 the late Judge Robert B. Yonts approved a \$630,000.00 claims made settlement to carpenters who worked on prevailing wage jobs with the payment of \$60,000.00 to the State of California as a penalty under PAGA.

41. I have litigated over 20 PAGA cases which settled and in which I have secured penalties to the State of California after a Fairness Hearing.

C. GENERAL BACKGROUND AND EXPERIENCE

42. I have been licensed to practice law in California since 1997. Prior to attending UC Hastings College of Law, I received a BA in English literature from UC Berkeley and then received a MA in Latin American Studies from the UCLA. While in law school, I had internships with the Homeless Advocacy Project (Both semesters First year), Tenderloin Housing Clinic (summer before second year and first semester in Second Year), Lawyers Committee for Civil Rights – Asylum screenings (Second Semester Second Year), Fair Employment and Housing Commission (Summer before Third Year), and Legal Aid Society, Employment Law Center/ACLU - Language Rights Project (First Semester Third Year). In my last semester of law school, after finishing all my Bar courses, I enrolled in a clinical program for school credit and worked full time as a certified law student at the San Mateo District Attorney's Office.

43. As part of my law practice, I work or have worked with non-profits, faith-based organizations, Unions, and Labor Management Trust Funds on employment law matters and specifically wage and hour issues. They include the Instituto Laboral de La Raza, PAWIS, the Foundation for Fair Contracting, the South Bay Piping Labor Management Trust Fund, and UA Plumbers Local 393. I am a volunteer attorney with the Employment Law Center's Worker's Rights Clinic which is affiliated with Santa Clara University (Katherine and George Alexander Law Center), Hastings College of the Law and UC Berkeley's law school. I helped to staff a legal services clinic for UNITE HERE Local 19 in San Jose. For the last eight years I have been actively involved with SIREN an immigrant rights non-profit in the South Bay as a Board Member and am currently the President of the Board of Directors for SIREN. I am also an active participant and a Committee Chair in the Santa Clara County Wage Theft Coalition where we hold events to educate the public and engage in advocacy before local governments on proposed ordinances to combat wage theft. I have provided public commentary on these issue in Sunnyvale, Mountain View, San Jose and before the Board of Supervisors of Santa Clara County.

44. I have been responsible for prosecuting this action, along with Alex Rusnak.

D. THE REQUESTED HOURLY RATE OF \$661.00 FOR CONTINGENT CLASS ACTION LITIGATION IS REASONABLE.

1 45. I am familiar with the rates charged by both management and Plaintiff
2 employment attorneys as well as business litigation attorneys in California and the Bay Area. I
3 am also familiar with what is termed the *Laffey-Matrix* which is an objective chart of litigation
4 rates primarily for the Washington DC Baltimore area. <http://www.laffeymatrix.com/>. This
5 matrix was adopted by a Federal District Court in the Washington DC area in 1983 in the case of
6 *Laffey v. Northwest Airlines, Inc.*, 572 F.Supp. 354, 371 (D.D.C. 1983). The *Laffey-Matrix*
7 looked at the years of experience of an attorney and would adjust the rates by yearly
8 inflation. Based on the *Laffey-Matrix*, as an attorney with over 20 years of experience (1997
9 admittee) the 6/01/2021 to May 31, 2022, rate is \$919.00. However, I am seeking a rate of
10 \$661.00 an hour. As we are only seeking 40% of our loadstar at my rate of \$661.00 asking for a
11 higher loadstar, which I have been awarded in class cases, seems like an academic exercise.

12 46. My last hourly rate approved by a District Court occurred on February 6, 2020, in
13 the non-class case of *Maravilla v. Rosas Brothers Construction, Inc.*, USDC NDCA Case No.
14 3:16-CV-06117 JST. In the *Maravilla*, I had requested an hourly rate of \$661.00. The Honorable
15 Jon S. Tigar, however, lowered my rate to \$475.00 to comport to the rate I had sought in non-
16 class cases in the last six years but specifically noted that this was in the context of a non-class
17 case. This was part of an attorneys' fee motion after trial in which the fees awarded were larger
18 than Plaintiff's recovery and I essentially got my paid for all hours in what was a five figure
19 Plaintiff recovery.

20 47. In contrast, on August 12, 2016, in the FLSA and Rule 23 Class case of *Palana v.*
21 *Mission Bay, Inc.*, the Honorable Susan Illson awarded me attorneys' fees at my then requested
22 rate of \$661.00.

23 48. In State Court, the Kern County Court in Superior Court in the case of
24 *Covarrubias, et al v. Petersendean Builder Group, Inc. et al*, Kern County Superior Court Case
25 No. BCV-16-101122, did approved my attorneys' fees and in that matter at an hourly rate of
26 \$894.00 which was the then *Laffey-Matrix* rate. This occurred on March 11, 2019.

49. On balance, I believe that my rate of \$661.00 an hour, is reasonable for lead counsel admitted to the Bar in 1997 in collective actions. Again, we are not formally moving for fees but Mr. Rusnak and I want the Court to understand our recovery vis a vis our experience and hours worked on this litigation.

E. BILLING PRACTICES FOR LOAD STAR RATE SOUGHT

50. Throughout this litigation, I have used a cloud-based application called Toggl to track my time. Toggl allows me to turn on a project and has my time recorded. The only issue with Toggl is that it only allows me to be on one case at a time so that if I take a phone call or respond to an email, I will typically not log off Toggl unless the call or email lasts more than 5 minutes.

51. In this case, my tacked Toggl hours totaled 185.3 hours. However, I also determined that I sent or received over 500 emails in this case. Many of these emails were not captured in my Toggl entries. Because our requested fees spent are more than two times times the fees sought, I have not reconciled my emails and phone logs in this case to add more time.

52. With respect to my work on the matter, as previously stated, I took the lead in client meetings and communication with Plaintiffs. I also took the lead in putting together the damages model. I along with my co-counsel were engaged in all aspects of drafting, legal research, and work on this case. Finally, I took the lead I responding to discovery and in taking the deposition of Curiales.

I declare under penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct, executed on December 12, 2021 in San Jose, California.

Tomas Margain

Tomas E. Margain

NAME	Wages	SF MIN WAGE	SF MW PENALTY	LC 1194.2	FLSA LD (OT)	LC 226	LC 203	TOTAL
Mora, Francsciso	\$ 1,201.80	\$ 364.27	\$ 2,150.00	\$ 3,480.00	\$ 727.50	\$ 350.00	\$ 4,275.00	\$ 12,548.57
Prieto, Jesus	\$ 1,413.00			\$ 4,656.00	\$ 1,062.00	\$ 350.00	\$ 5,130.00	\$ 12,611.00
Ochoa, Homero	\$ 5,655.13	\$ 590.83	\$ 4,250.00	\$ 5,532.74	\$ 1,885.00	\$ 850.00	\$ 4,282.50	\$ 23,046.20
Morales, Ismael	\$ 3,560.05			\$ 3,624.03	\$ 1,600.00	\$ 650.00	\$ 5,700.00	\$ 15,134.08
Gill, Jesus	\$ 2,847.59	\$ 463.39	\$ 3,050.00	\$ 4,104.00	\$ 1,320.00	\$ 350.00	\$ 4,275.00	\$ 16,409.98
TOTAL	\$ 14,677.57	\$ 1,418.49	\$ 9,450.00	\$ 21,396.77	\$ 6,594.50	\$ 2,550.00	\$ 23,662.50	\$ 79,749.83

EXHIBIT A

PAGA AUDIT

BiMonthly

Pay Period	Workers	Applicable Pay Periods for Penalties	Initial Pay Periods	Subsequent Pay Periods or Violations	Section 204 \$100	Section 210 \$100 and \$200 + 25%	Section 223 \$100 and \$200	Section 510 \$100 and \$200	Section 558 \$50 and \$100
16-Mar	15	15.00	15.00	0	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00
1-Apr	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Apr	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-May	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
15-May	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-Jun	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Jun	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-Jul	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Jul	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-Aug	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Aug	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-Sep	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Sep	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
1-Oct	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
16-Oct	15	15.00	0.00	15	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00
TOTALS					\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ 21,750.00

Section 1197.1 \$100 and \$250	Section 1198 \$100 and \$200	Section 226 \$250	Section 247.4 (one time penalty)	Section 1174.5 (one time penalty)	Section 203/256 (one time penalty)	Section 226.8
\$ 1,500.00	\$ 1,500.00	\$ 3,750.00	\$ 1,500.00	\$ 500.00	\$1,500.00	\$ 25,000.00
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 3,750.00	\$ 3,000.00	\$ 3,750.00				\$ -
\$ 54,000.00	\$ 43,500.00	\$ 56,250.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 750,000.00

\$ 1,103,000.00

12

1997

1987 \$

2156	\$	5,444.00
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[illegible]

\$7,074.00

Unpaid Wages	\$	1,413.00
LC 1194.2	\$	4,656.00
FLSA LD	\$	1,062.00
LC 203	\$	5,130.00
LC226	\$	350.00
Total	\$	12,611.00

WORKER: Jesus Gil

EMPLOYER
Date Audit Printed

TOTAL
Regular and Overtime Wages Owed: 2020
Regular and Overtime Wages Paid RATES OF P: MW SF \$ 15.59 6/30/2020 \$ 16.07 7/1/2020
Wages Owed \$ 15.00 MW CA \$ 12.00
Denied Meal Wages:
Interest: \$2,847.59 \$4,104.00 \$1,320.00 \$463.39 \$3,050.00

Payment Check No Amount
6/1/2020 1884 \$ 764.98 Travel
6/15/2020 1914 \$ 885.03
7/6/2020 1969 \$ 1,260.00
7/6/2020 1975 \$ 229.90
8/4/2020 1993 \$ 1,000.00
8/10/2020 2155 \$ 2,905.00
7044.91

12

DETAILS

				Hours Worked		Regular Rate		Wages Earned		TOTAL	WAGES PAID	Total	Interest Owed	Hours No Minimum	Liquidated Damages	SF Min	SF MW			
Date	Start	End	Total	ST	1.5X	ST	1.5X	ST	1.5X	Wage		Wages Owed		Wage		Wage	Penalty			
5/11/2020	Mon		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00							\$8,700.00		
5/12/2020	Tue		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
5/13/2020	Wed		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
5/14/2020	Thu		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
5/15/2020	Fri		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
5/16/2020	Sat		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
5/17/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				0.00	0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
Total Hours				0.00																
5/18/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00	\$483.33	
5/19/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/20/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00	Total \$ 12,896.59	
5/21/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/22/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/23/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50	\$0.00					\$ 5.31	\$ 50.00		
5/24/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00							
Total Hours				54.00																
5/25/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/26/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/27/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/28/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/29/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
5/30/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50	\$0.00					\$ 5.31	\$ 50.00		
5/31/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00							
Total Hours				54.00																
6/1/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
6/2/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
6/3/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
6/4/2020	Thu		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/5/2020	Fri		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/6/2020	Sat		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/7/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				24.00	3.00			\$360.00	\$67.50	\$427.50	\$764.98	-\$337.48	\$0.00							
Total Hours				27.00																
6/8/2020	Mon		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/9/2020	Tue		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/10/2020	Wed		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/11/2020	Thu		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
6/12/2020	Fri		7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00						\$ 6.49	\$ 50.00
6/13/2020	Sat	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/14/2020	Sun	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00								
Weekly Total				24.00	9.00			\$360.00	\$202.50	\$562.50	\$0.00	\$562.50	\$0.00							
Total Hours				33.00																
6/15/2020	Mon	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/16/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/17/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/18/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/19/2020	Fri	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/20/2020	Sat	7:00 AM	7:00 PM	11.00	0.00	11.00	\$15.00	\$ 22.50	\$0.00	\$247.50	\$247.50	\$0.00					\$ 6.49	\$ 50.00		
6/21/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				40.00	26.00			\$600.00	\$585.00	\$1,185.00	\$885.03	\$299.97	\$0.00							
Total Hours				66.00																
6/22/2020	Mon	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/23/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/24/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/25/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$ 22.50	\$120.00	\$67.50	\$187.50	\$0.00					\$ 6.49	\$ 50.00		
6/26/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
6/27/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50	\$0.00					\$ 5.31	\$ 50.00		
6/28/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				40.00	22.00			\$600.00	\$495.00	\$1,095.00	\$0.00	\$1,095.00	\$0.00							
Total Hours				62.00																
6/29/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
6/30/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 5.31	\$ 50.00		
7/1/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 9.63	\$ 50.00		
7/2/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 9.63	\$ 50.00		
7/3/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50	\$0.00					\$ 9.63	\$ 50.00		
7/4/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50	\$0.00					\$ 9.63	\$ 50.00		
7/5/2020	Sun		0.00	0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00	\$0.00									
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00							

WORKER: Homero Ochoa

EMPLOYER

Date Audit Printed

TOTAL
Regular and Overtime Wages Owed:
Regular and Overtime Wages Paid
Wages Owed
Denied Meal Wages:
Interest:

2020
RATES OF P. \$ 15.59 6/30/2020 \$ 16.07 7/1/2020
MW SF \$ 12.00
MW CA \$ 15.00

Payment Check No Amount \$12.00

5/15/2020 1854 \$ 1,240.00
5/29/2020 1881 \$ 1,529.08
6/12/2020 1915 \$ 1,778.55
6/26/2020 1972 \$ 1,295.00
7/10/2020 1990 \$ 1,000.00
8/7/2020 2158 \$ 3,710.00

DETAILS \$43.00 \$5,655.13 \$5,532.74 \$1,885.00 \$590.83 \$4,250.00 \$ 11,157.37

Date	Start	End	Total	Hours Worked	Regular Rate	Wages Earned	TOTAL Wage	WAGES PAID	Total Wages Owed	Interest Owed	Hours No Minimum Wage	Liquidated Damages	SF Min Wage	SF MW Penalty
				ST	1.5X	ST	1.5X	ST	1.5X					
3/16/2020	Mon	10:00 AM	1:00 PM	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00				
3/17/2020	Tue	7:00 AM	5:00 PM	3.00	3.00	\$20.00	\$ 30.00	\$60.00	\$0.00	\$60.00				
3/18/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/19/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/20/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/21/2020	Sat	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/22/2020	Sun			0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00				
Weekly Total				35.00	4.00			\$700.00	\$120.00	\$820.00	\$0.00	\$820.00	\$0.00	
Total Hours			39.00					\$0.00			\$ 468.00	\$0.00		
3/23/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/24/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/25/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/26/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/27/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/28/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00				
3/29/2020	Sun			0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$800.00	\$420.00	\$1,220.00	\$0.00	\$1,220.00	\$0.00	
Total Hours			54.00					\$0.00			\$ 168.00	\$140.00		
3/30/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
3/31/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
4/1/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
4/2/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
4/3/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00				
4/4/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00				
4/5/2020	Sun			0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$800.00	\$420.00	\$1,220.00	\$0.00	\$1,220.00	\$0.00	
Total Hours			54.00					\$1,605.24		-\$385.24	\$0.00			
4/6/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/7/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/8/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/9/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/10/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/11/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50			\$ 5.31	\$ 50.00
4/12/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00	
Total Hours			54.00					\$0.00			\$ 648.00	\$105.00		
4/13/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/14/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/15/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/16/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/17/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/18/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50			\$ 5.31	\$ 50.00
4/19/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00	
Total Hours			54.00					\$0.00			\$ 648.00	\$105.00		
4/20/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/21/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/22/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/23/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/24/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
4/25/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50			\$ 5.31	\$ 50.00
4/26/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00	
Total Hours			54.00					\$0.00			\$ 648.00	\$105.00		
4/27/2020	Mon			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
4/28/2020	Tue			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
4/29/2020	Wed			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
4/30/2020	Thu			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/1/2020	Fri			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/2/2020	Sat			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/3/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
Weekly Total				0.00	0.00			\$0.00	\$0.00	\$0.00	\$0.00			
Total Hours			0.00					\$0.00			\$ -	\$0.00		
5/4/2020	Mon			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/5/2020	Tue			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/6/2020	Wed			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/7/2020	Thu			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/8/2020	Fri			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/9/2020	Sat			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
5/10/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00			\$ -	\$ -
Weekly Total				0.00	0.00			\$0.00	\$0.00	\$0.00	\$0.00			
Total Hours			0.00					\$0.00			\$ -	\$0.00		
5/11/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/12/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/13/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/14/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/15/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/16/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50			\$ 5.31	\$ 50.00
5/17/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$1,240.00	-\$325.00	\$0.00	
Total Hours			54.00					\$0.00			\$ -	\$105.00		
5/18/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/19/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/20/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/21/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/22/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	\$15.00	\$ 22.50	\$120.00	\$22.50	\$142.50			\$ 5.31	\$ 50.00
5/23/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	\$15.00	\$ 22.50	\$0.00	\$202.50	\$202.50			\$ 5.31	\$ 50.00
5/24/2020	Sun			0.00	0.00	\$15.00	\$ 22.50	\$0.00	\$0.00	\$0.00				
Weekly Total				40.00	14.00			\$600.00	\$315.00	\$915.00	\$0.00	\$915.00	\$0.00	
Total Hours			54.00					\$0.00			\$ 240.74	\$105.00		

WORKER: Ismael Morales

EMPLOYER

Date Audit Printed

Payment Check No Amount

12

TOTAL
Regular and Overtime Wages Owed:
Regular and Overtime Wages Paid
Wages Owed
Denied Meal Wages:
Interest:

2020
RATES OF P: MW SF \$ 15.59 6/30/2020 \$ 16.07 7/1/2020
\$ 20.00 MW CA \$ 12.00

5/15/2020 Zelle \$ 500.00
5/29/2020 1883 \$ 1,579.95
6/12/2020 1898 \$ 1,140.00
6/26/2020 1970 \$ 1,840.00
7/10/2020 1991 \$ 1,000.00
8/7/2020 2159 \$ 5,630.00

\$3,560.05 \$3,624.03 \$1,600.00

\$ 11,689.95

DETAILS

Date	Start	End	Total	Hours Worked		Regular Rate		Wages Earned		TOTAL Wage	WAGES PAID	Total Wages Owed	Interest Owed	No Minimum	Liquidated Damages
				ST	1.5X	ST	1.5X	ST	1.5X						
5/11/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/12/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/13/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/14/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/15/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/16/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00	\$0.00			
5/17/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				40.00	14.00			\$800.00	\$420.00	\$1,220.00	\$500.00	\$720.00	\$0.00		
Total Hours			54.00					\$0.00						\$ 348.00	\$140.00
5/18/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/19/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/20/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/21/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/22/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/23/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00	\$0.00			
5/24/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				40.00	14.00			\$800.00	\$420.00	\$1,220.00	\$0.00	\$1,220.00	\$0.00		
Total Hours			54.00					\$0.00						\$ -	\$140.00
5/25/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/26/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/27/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/28/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/29/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
5/30/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00	\$0.00			
5/31/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				40.00	14.00			\$800.00	\$420.00	\$1,220.00	\$1,579.95	-\$359.95	\$0.00		
Total Hours			54.00					\$0.00						\$ 348.03	\$140.00
6/1/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
6/2/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
6/3/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
6/4/2020	Thu		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/5/2020	Fri		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/6/2020	Sat		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/7/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				24.00	3.00			\$480.00	\$90.00	\$570.00	\$0.00	\$570.00	\$0.00		
Total Hours			27.00					\$0.00						\$ -	\$0.00
6/8/2020	Mon		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/9/2020	Tue		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/10/2020	Wed		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/11/2020	Thu		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
6/12/2020	Fri	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/13/2020	Sat	7:00 AM	7:00 PM	11.00	0.00	11.00	\$20.00	\$ 30.00	\$0.00	\$330.00	\$330.00	\$0.00			
6/14/2020	Sun	7:00 AM	7:00 PM	11.00	0.00	11.00	\$20.00	\$ 30.00	\$0.00	\$330.00	\$330.00	\$0.00			
Weekly Total				8.00	25.00			\$160.00	\$750.00	\$910.00	\$1,140.00	-\$230.00	\$0.00		
Total Hours			33.00					\$0.00						\$ -	\$0.00
6/15/2020	Mon	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/16/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/17/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/18/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/19/2020	Fri	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/20/2020	Sat	7:00 AM	7:00 PM	11.00	0.00	11.00	\$20.00	\$ 30.00	\$0.00	\$330.00	\$330.00	\$0.00			
6/21/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				40.00	26.00			\$800.00	\$780.00	\$1,580.00	\$0.00	\$1,580.00	\$0.00		
Total Hours			66.00					\$0.00						\$ -	\$260.00
6/22/2020	Mon	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/23/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/24/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/25/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$20.00	\$ 30.00	\$160.00	\$90.00	\$250.00	\$0.00			
6/26/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
6/27/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$20.00	\$ 30.00	\$0.00	\$270.00	\$270.00	\$0.00			
6/28/2020	Sun		0.00	0.00	0.00	\$20.00	\$ 30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Weekly Total				40.00	22.00			\$800.00	\$660.00	\$1,460.00	\$1,840.00	-\$380.00	\$0.00		
Total Hours			62.00					\$0.00						\$ 288.00	\$220.00
6/29/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
6/30/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
7/1/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			
7/2/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$20.00	\$ 30.00	\$160.00	\$30.00	\$190.00	\$0.00			

Unpaid Wages \$ 3,560.05
LC 1194.2 \$ 3,624.03
FLSA LD \$ 1,600.00
LC 203 \$ 5,700.00
25.00 LC226 \$ 650.00

Total \$ 15,134.08

79.00
54
24.9975

57.00

92.00
54
38

WORKER: Francisco Mora
EMPLOYER: HRS 412 Per Jesus 393.00
Date Audit Printed: 7/6/2020 \$ 525.00 Min Wage \$ 12.00
8/4/2020 \$ 1,000.00
8/17/2020 \$ 4,345.70

TOTAL
Regular and Overtime Wages Owed: \$ 5,870.70
Regular and Overtime Wages Paid: \$ 15.00 MW SF \$ 15.59 6/30/2020 \$ 16.07 7/1/2020
MW CA \$ 12.00

Wages Owed	TOTAL	WAGES PAID	Total Wages Owed	Interest Ow	1194.20	FLSA LD	SF Min Wage	SF MW Penalty
Denied Meal Wages:								
Interest:	TOTAL	\$5,870.70	\$1,201.80	\$3,480.00	\$727.50	\$364.27	\$2,150.00	\$ 5,870.70

DETAILS				Hours Worked	Regular Rate	Wages Earned	TOTAL WAGES PAID	Total Wages Owed	Interest Ow	1194.20	FLSA LD	SF Min Wage	SF MW Penalty
Date	Start	End	Total	ST 1.5X	ST 1.5X	ST 1.5X	Wage						
6/15/2020	Mon	7:00 AM	7:00 PM	11.00	0.00	0.00	\$15.00	\$22.50	\$0.00				
6/16/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/17/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/18/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/19/2020	Fri	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/20/2020	Sat	7:00 AM	7:00 PM	11.00	0.00	11.00	\$15.00	\$22.50	\$0.00	\$247.50	\$247.50	\$0.00	\$ 6.49 \$ 50.00
6/21/2020	Sun	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	
Weekly Total			66.00	40.00	26.00		\$600.00	\$585.00	\$1,185.00	\$0.00			
Total Hours			66.00				\$0.00			\$ 120.00	\$37.50		
6/22/2020	Mon	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/23/2020	Tue	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/24/2020	Wed	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/25/2020	Thu	7:00 AM	7:00 PM	11.00	8.00	3.00	\$15.00	\$22.50	\$120.00	\$67.50	\$187.50	\$0.00	\$ 6.49 \$ 50.00
6/26/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 5.31 \$ 50.00
6/27/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 5.31 \$ 50.00
6/28/2020	Sun	7:00 AM	5:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			62.00	40.00	22.00		\$600.00	\$495.00	\$1,095.00	\$0.00			
Total Hours			62.00				\$0.00			\$ 744.00	\$165.00		
6/29/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 5.31 \$ 50.00
6/30/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 5.31 \$ 50.00
7/1/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/2/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/3/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/4/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 9.63 \$ 50.00
7/5/2020	Sun	7:00 AM	5:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			54.00	40.00	14.00		\$600.00	\$315.00	\$915.00	\$0.00			
Total Hours			54.00				\$0.00			\$ 648.00	\$105.00		
7/6/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/7/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/8/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/9/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/10/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/11/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 9.63 \$ 50.00
7/12/2020	Sun	7:00 AM	5:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			54.00	40.00	14.00		\$600.00	\$315.00	\$915.00	\$0.00			
Total Hours			54.00				\$0.00			\$ 648.00	\$105.00		
7/13/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/14/2020	Tue	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/15/2020	Wed	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/16/2020	Thu	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/17/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/18/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 9.63 \$ 50.00
7/19/2020	Sun	7:00 AM	5:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			54.00	40.00	14.00		\$600.00	\$315.00	\$915.00	\$0.00			
Total Hours			54.00				\$0.00			\$ 648.00	\$105.00		
7/20/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/21/2020	Tue	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/22/2020	Wed	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/23/2020	Thu	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/24/2020	Fri	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/25/2020	Sat	8:00 AM	6:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 9.63 \$ 50.00
7/26/2020	Sun	8:00 AM	6:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			54.00	40.00	14.00		\$600.00	\$315.00	\$915.00	\$0.00			
Total Hours			54.00				\$0.00			\$ -	\$105.00		
7/27/2020	Mon	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/28/2020	Tue	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/29/2020	Wed	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/30/2020	Thu	8:00 AM	6:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
7/31/2020	Fri	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
8/1/2020	Sat	7:00 AM	5:00 PM	9.00	0.00	9.00	\$15.00	\$22.50	\$0.00	\$202.50	\$202.50	\$0.00	\$ 9.63 \$ 50.00
8/2/2020	Sun	7:00 AM	5:00 PM	9.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			54.00	40.00	14.00		\$600.00	\$315.00	\$915.00	\$0.00			
Total Hours			54.00				\$0.00			\$ 504.00	\$105.00		
8/3/2020	Mon	7:00 AM	5:00 PM	9.00	8.00	1.00	\$15.00	\$22.50	\$120.00	\$22.50	\$142.50	\$0.00	\$ 9.63 \$ 50.00
8/4/2020	Tue	7:00 AM	12:00 PM	5.00	5.00	0.00	\$15.00	\$22.50	\$75.00	\$0.00	\$75.00	\$0.00	\$ 5.35 \$ 50.00
8/5/2020	Wed			0.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00 66.6666667
8/6/2020	Thu			0.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
8/7/2020	Fri			0.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
8/8/2020	Sat			0.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
8/9/2020	Sun			0.00	0.00	0.00	\$15.00	\$22.50	\$0.00	\$0.00	\$0.00	\$0.00	
Weekly Total			14.00	13.00	1.00		\$195.00	\$22.50	\$217.50	\$1,000.00	-\$5,128.20	\$0.00	
Total Hours			14.00				\$0.00	\$ 4,345.70		\$ 168.00	\$0.00		

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiffs Francisco Mora, Jesus Gil Maldonado, Homero Ochoa, Ismael Morales, and Jesus Prieto, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees (collectively “Plaintiffs”), and Defendants Excel Hotel Services, Inc., Landmark Restoration Ltd., David Regy Westbrook, and Stephen David Pavone; and Frank Thomas, President of Landmark Restoration Ltd (collectively “Defendants”) hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims and General Release of all Plaintiffs’ Claims (“Agreement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

A. “Action” shall mean the civil action entitled “*Francisco Mora, et al. v. Excel Hotel Services, Inc., et al.*,” filed in the United States District Court for the Northern District of California, on or about October 26, 2020, designated as Case No. 20-cv-7512.

B. “Approval Order” refers to the signed [Proposed] Order Granting the Parties’ Joint Application for Approval of PAGA Settlement.

C. “Defendants” shall collectively mean Excel Hotel Services, Inc., Landmark Restoration Ltd., David Regy Westbrook, Stephen David Pavone, and their parent companies, affiliates, divisions, subsidiaries, holding companies, joint venturers, employees, agents, and each of its successors and assigns. Further the term “Defendants” also specifically includes Frank Thomas, President of Landmark Restoration Ltd. The term “Defendants” does not include and specifically excludes Abel Curiales, Constellation Rehabilitation Services, LLC, or any individuals who were partners, officers, or employees of Abel Curiales and/or Constellation Rehabilitation Services, LLC.

D. “Defense Counsel” shall mean John K. Rubiner and Elizabeth Felmeth of Freeman, Mathis, & Gary, LLP.

EXHIBIT B

E. “Effective Date” of the Settlement refers to the date upon which the Settlement is approved by the United States District Court for the Northern District of California, or other court assuming jurisdiction of this matter.

F. “Funding Dates” shall mean the dates after the Effective Date in which funds will be distributed to the various settlement funds. Based on the eighteen-month payment plan, certain funds will be released at various times as described herein.

G. “LWDA” refers to the California Labor & Workforce Development Agency.

H. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

I. “PAGA Period” shall mean the period from April 6, 2019, to the present measured as one year prior to the the period beginning one year prior to the August 19, 2020 PAGA letter to the LWDA plus tolling based on the Amended Emergency Rule 9.

J. “PAGA Settlement Members” shall mean all non-exempt personnel employed as laborers by non-party Constellation Rehab Services to have worked for Defendants at the Kimpton Alton Hotel in San Francisco, California and the Embassy Suites Hilton San Francisco Airport Waterfront in Burlingame, California, and against whom one or more violations is alleged to have been committed. Defendants represent that the total number of PAGA Settlement Members is no more than 25 individuals inclusive of named Plaintiffs.

K. “Plaintiffs” refers to Francisco Mora, Jesus Gil Maldonado, Homero Ochoa, Ismael Morales, and Jesus Prieto, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees.

L. “Plaintiffs’ Counsel” collectively refers to Tomas E. Margain, Justice at Work Group, LLP, and Alexander S. Rusnak, Rusnak Law Office

M. “Parties” collectively refers to Plaintiffs and Defendants.

N. “Released Claims” shall mean any and all claims that were pled in the Action and Plaintiffs’ Counsel’s’ August 19, 2020 letter to the Labor Workforce and Development Agency

(“LWDA”) or PAGA penalty claims which could have been pled by Plaintiffs, the State of California, or any PAGA Settlement Member based on the factual allegations alleged therein, whether known or unknown, to recover civil penalties for any alleged violations of the Federal Fair Labor Standards Act, 29 U.S.C. sections 207, 216(B), and 255(A), California Labor Code sections 98.6, 204, 226.7, 558, 1197.5, 2698 *et seq.*, and 2802, and San Francisco Administrative Code 12W and 14, which Plaintiffs and/or any of the PAGA Settlement Members have or had during the PAGA Period against any of the Released Parties. Except as otherwise stated in this Agreement, this release does not extend to any individual or class claims of the PAGA Settlement Members based on those same Labor Code sections or FLSA as alleged in the Action. It should be noted that nothing in the Action expanded the Statute of limitations of PAGA Settlement Members and nothing in this agreement shall expand or revive the passage of the statute of limitations applicable to them.

O. “Released Parties” shall mean Defendants, and all of their parent and subsidiary companies, affiliates, holding companies, predecessors, successors, assigns, employees, officers, directors, agents, insurers, and re-insurers excluding Abel Curiales, Constellation Rehabilitation Services, LLC or any individuals who were partners, officers or employees of Abel Curiales and/or Constellation Rehabilitation Services, LLC.

P. “Settlement Administrator” means Phoenix Settlement Administrators, or a similar Third Party Administrator based on the results of at least two bids, who will perform the duties of (i) conducting address traces to locate PAGA Settlement Members as necessary; (ii) preparing and mailing the Notice Settlement, (iii) tracking requests for exclusion; (iv) responding to PAGA Settlement inquiries; (v) distributing all payments required by the Settlement; (vi) tax

reporting in connection with the Settlement; (vii) posting notice of the final judgment on its website; and (viii) any other duties necessary for administration of the Settlement.

II. RECITALS

A. Plaintiffs were employed by Constellation as laborers to perform all types of construction work at the Kimpton Alton Hotel in San Francisco, California and the Embassy Suites Hilton San Francisco Airport Waterfront in Burlingame, California from approximately March 2020 until August 2020.

B. On August 19, 2020, Plaintiffs' Counsel sent a letter to the LWDA on behalf of Plaintiffs, pursuant to California Labor Code section 2699.3. Plaintiffs seek to represent themselves and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA never indicated that it intends to investigate the alleged violations referenced in the letter.

C. On or about October 26, 2020, Plaintiffs filed a Complaint against Defendants in the United States District Court for the Northern District of California, Case No. 20-cv-07512, alleging causes of action for failure to pay overtime and for all hours worked under the federal Fair Labor Standards Act, failure to pay minimum wage and all wages owed, failure to pay overtime wages for all hours worked, failure to provide accurate wage statements, waiting time penalties, violations of San Francisco Administrative Code 14 and 12W, violations of the Private Attorney Generals Act and unfair business practices

D. In September and October 2021, the Parties engaged in extensive settlement negotiations, which involved substantive offers and counteroffers between the Parties. Prior to their settlement negotiations, the Parties engaged in discovery. Ultimately, negotiations resulted in this Settlement.

E. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaints and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation

and evaluation of this case, Plaintiffs' Counsel has concluded that the settlement is fair, reasonable, and adequate considering all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

F. After a reasonable inquiry, each Party is unaware of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals who would also be considered aggrieved employees in this action.

G. Defendants deny, and continue to deny, each and every claim and contention alleged in the Action and have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish manageability for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on violations under state or federal law. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants or any of the Released Parties of any unlawful conduct, fault, wrongdoing, or liability whatsoever. Defendants

specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiffs or the PAGA Settlement Members. This Agreement may be used by Defendants or any of the Released Parties to establish that a PAGA Settlement Member has resolved his or her claims released through this Agreement.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

Defendants shall pay a settlement payment in a total amount not to exceed one hundred ninety thousand (\$190,000.00) (the “Total Settlement Payment”) to the Settlement Administrator.

From the Total Settlement Payment, the sum of Forty-Six Thousand Seven Hundred Thirty (\$46,730.00) has been apportioned for PAGA penalties and shall be paid to the LWDA and PAGA Settlement Members and pay the costs of utilizing a Third Party Administrator.

The Total Settlement Payment shall include attorney fees and costs, service award, and consideration for Plaintiffs’ general release of all claims, as defined below. Payroll taxes will be deducted from the Total Settlement Payment in the event such taxes will be required for payment.

Defendants will pay the settlement pursuant to the following schedule:

- Initial payment upon court approval -- \$75,000
- 3 months after initial payment -- \$20,000
- 6 months after initial payment -- \$20,000
- 9 months after initial payment -- \$20,000
- 12 months after initial payment -- \$20,000
- 15 months after initial payment -- \$20,000
- 18 months after initial payment -- \$15,000

B. Settlement Administration

Settlement administration shall be done by Settlement Administrator. The Parties agree that the settlement administrative fees and costs shall be paid from the Total Settlement Payment. The settlement administrative fees and costs include all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Administrator to implement and complete the settlement process according to the terms of this Agreement, to calculate payments to individual PAGA Settlement Members, the reasonable cost associated with the escheatment process for any uncashed or undeliverable settlement checks, and to prepare any necessary tax documents for PAGA Settlement Members.

C. Attorney Fees and Costs

The Parties agree that costs and fees incurred by Plaintiffs' counsel in prosecuting the litigation, \$5,000 in costs and 33 % of the Total Settlement or Sixty-Three Thousand Two Hundred Seventy (\$63,270.00) in fees, shall be paid from the Total Settlement Payment. To the extent costs are less than \$5,000 at the time of approval or the Court approves a lesser amount for fees or costs, then the remainder will be allocated to the PAGA Settlement Fund. Thus, the current total amount to be deducted is \$68,270.00 in fees and costs.

No PAGA Settlement Members (including, but not limited to, Plaintiffs) or Plaintiffs' Counsel or any other attorney acting for any PAGA Settlement Member may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Total Settlement Amount in relation to the subject matter of this Agreement except as expressly provided herein.

D. Consideration for Plaintiffs' General Release of All Claims.

The Parties agree that named Plaintiffs will receive \$75,000.00 in exchange for the Plaintiffs' settlement agreement which included a general release of all known and unknown claims against the Released Parties for the period October 26, 2016 through the date of entry of an order by the Court in this Action approving this Agreement, including a waiver of all rights and benefits afforded by California Civil Code section 1542.

E. Net PAGA Settlement Fund

1. After deducting the attorney's fees and costs, the service award, and the consideration for Plaintiffs' general release of all claims, the remainder of the Total Settlement Payment shall be allocated toward payment to the LWDA and PAGA Settlement Members ("Net PAGA Settlement Fund"). The Net PAGA Settlement Fund, subject to Court approval, is estimated to be \$46,673.00

3. A total of seventy-five percent (75%) of the Net PAGA Settlement Fund shall be paid to the California Labor & Workforce Development Agency ("LWDA PAGA Payment"), which is \$35,004.75. The remaining twenty-five percent (25%) of the Net PAGA Settlement Fund, which is \$11,668.25, shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Fund"). Each PAGA Settlement Member shall receive a pro rata share of this amount as further detailed in Section V.A below.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT AMOUNT

A. Formula for Calculating Distribution

Because the settlement contemplates an eighteen-month payment schedule, the funds shall be distributed as follows:

1. The first \$75,000.00 payment shall be distributed \$50,000.00 as payment to Plaintiffs and \$25,000.00 as payment for fees and costs.
2. The second \$20,000.00 payment shall be distributed \$10,000.00 as payment to Plaintiffs and \$10,000.00 as payment for fees and costs.
3. The third \$20,000.00 payment shall be \$10,000.00 as payment for fees and costs and \$10,000 as payment to Plaintiffs.
4. The fourth \$20,000.00 payment shall be distributed \$5,000.00 as payment to Plaintiffs and \$15,000 to the third-Party Administrator. At that point, the Third-party Administrator will release the contemplated \$11,668.25 in funds to the PAGA Settlement Members

5. The fifth \$20,000.00 payment shall be distributed as \$20,000 payment shall be distributed as fees and costs.
6. The sixth \$20,000.00 payment shall be distributed as \$3,327.00 as payment for fees and costs and \$16,673.00 to the third-Party Administrator.
7. The seventh and final payment of \$15,000.00 shall be distributed to the third-Party Administrator. At that point, the administrator will transmit \$35,004.75 to the state of California.

B. Delivery of Payments

All payments, except for those allocated to the settlement of the PAGA claims, shall be sent to Justice at Work Law Group, LLP 1550 The Alameda, Suite 302, San Jose, California, 95126. Checks shall be made payable to “Justice at Work Law Group Trust Account.” Tax ID No. 61-1632605. All payments allocated to the settlement of the PAGA claims shall be delivered to the Settlement Administrator at the address provided by the Settlement Administrator.

C. Formula for Calculating Share of PAGA Settlement Member Fund

Each PAGA Settlement Member shall be sent a pro rata share of the PAGA Settlement Member Fund (“Individual Settlement Shares”) based on the number of pay periods that he or she claims to have worked for Defendants in the State of California during the PAGA Period (“Qualifying Pay Periods”). The Individual Settlement Shares will consist of a pro rata share of the PAGA Settlement Member Fund in the amount of \$11,668.25, which shall be calculated as follows:

1. Each PAGA Settlement Member’s number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members, and the resulting figure will be referred to as the “Multiplier.”
2. Each PAGA Settlement Member’s Multiplier will be applied to the PAGA Settlement Member Fund to calculate each Settlement Member’s Individual Settlement Share.

C. Distribution of PAGA Fund

1. Within thirty (30) days after the fourth Payment Date, the Administrator shall distribute to PAGA Settlement Members their individual portion of the “PAGA Settlement Members’ Fund,” or as otherwise directed by the Court.

2. The Administrator will send the calculated “Individual Settlement Shares” to the PAGA Settlement Members by postmarked First Class U.S. Mail, enclosed with the Notice approved by the Court and the check.

3. To provide the best notice practicable, any Individual Payment returned to the Administrator as non-delivered shall be sent by post-marked First-Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Administrator shall use the best available technology accessible to Administrator to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Administrator. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Administrator, the Individual Payment for that individual will be deemed undeliverable.

4. The Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

5. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Administrator. After the 180-day period, from the date of their mailing by the Administrator, any uncashed checks will be void and escheat to the State of California State Controller's Unclaimed Property Fund in the names of the individuals

6. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment. One hundred percent (100%) of the PAGA Fund payable to PAGA Settlement Members will be considered 1099 income representing payment of penalties.

7. For any PAGA Settlement Members for whom the Individual Payment was deemed undeliverable, their portion of the PAGA Fund will be sent to the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 *et seq.* for the benefits of those Settlement Members who did not cash their checks until such time they claim their property.

8. The Administrator shall pay to the LWDA the "LWDA PAGA Payment", which is \$35,004.75, or as otherwise directed by the Court, within (30) days after the seventh Payment Date.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

Upon the Effective Date, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place between April 6, 2019 through the date of entry of an order by the Court in this Action approving this Agreement.

Moreover, notwithstanding the provisions of Section 1542 of the California Civil Code (below), and to implement a full and complete release and discharge of the Released Parties, Plaintiffs on behalf of themselves and the State of California, expressly acknowledges this Agreement is intended to include in its effect, without limitation, all PAGA claims Plaintiffs and the State of California on behalf of the PAGA Settlement Members, do not know or suspect to exist in their favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any and all known or unknown PAGA claims related to the claims being released.

B. Plaintiffs' General Release of All Claims

In light of the Consideration for the Plaintiffs' General Release of All Claims, Plaintiffs agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state, or municipal law against the Released Parties for the time period April 16, 2019⁶ through the date of entry of an order by the Court in this Action approving this Agreement. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

C. Inapplicability of California Labor Code Section 206.5

Plaintiffs and the PAGA Settlement Members shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them from the Action and constitute settlement of all PAGA claims set forth in the Complaint against Defendants. Plaintiffs and the PAGA Settlement Members shall be deemed to have acknowledged and

agreed that California Labor Code section 206.5 is not applicable to any such payments and that this is a settlement of disputed claims. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.” Each and every PAGA Settlement Members shall be deemed to have made the foregoing Release as if by manually signing it.

D. Retention of Rights

Nothing in this Agreement (including, but not limited to, Section VI.A [Claims Released by LWDA and PAGA Settlement Members]) is intended to or shall preclude Plaintiffs and PAGA Settlement Members from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and PAGA Settlement Members retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and PAGA Settlement Members, however, shall not be entitled to receive any civil penalties in connection with any complaint or charge brought against Defendants or any Released Party for Claims arising on or before the Effective Date of this Agreement, without regard as to who brought said complaint or charge.

E. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Agreement. PAGA Settlement Members release any and all claims that they have or may have against the Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries

related to any payments made under this Agreement or any compensation provided at any time by any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Agreement or any compensation provided at any time by any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, such member should contact his or her accountant or tax preparer. The PAGA Settlement Members shall not contact any of the Released Parties or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Obtaining Approval

As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the cooperation of Defendants' Counsel as reasonably requested by Plaintiffs' Counsel, take all necessary steps to secure final and unconditional approval of the Agreement by the Court.

B. Entry of Judgment

The Court's order of final approval of the Agreement shall include a provision for entry of judgment in accordance with this Agreement, with each party to bear all of its own costs and attorneys' fees except as expressly set forth in this Agreement.

C. Voiding the Settlement

A failure of the Court to approve any material condition of this Agreement shall render the entire Agreement voidable and unenforceable as to Plaintiffs and Defendants.

D. Mutual Full Cooperation

Plaintiffs, Defendants, Plaintiffs' Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Agreement.

E. Parties' Authorities

The signatories hereto represent that they are fully authorized to enter into this Agreement.

F. Binding Nature of The Agreement

1. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiffs represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Agreement. This Agreement also shall be binding upon Plaintiffs and the PAGA Settlement Members.

2. This Agreement may be amended or modified only by a written instrument signed by Plaintiffs' Counsel and Plaintiff, as well as Defense Counsel and Defendants. No rights under this Agreement may be waived except in writing.

3. This Agreement and any attached exhibits constitute the entire agreement between Plaintiffs and Defendants relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Agreement are integrated herein. No oral or written representations, warranties or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of

this Agreement or any of its provisions. Each term of this Agreement is intended to be contractual and not merely a recital.

G. Joint Drafting of the Agreement Documents

1. Plaintiffs' Counsel and Defense Counsel have arrived at this Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Agreement has been drafted jointly by Plaintiffs' Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Parties.

3. Plaintiffs and Plaintiffs' Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against any of the Released Parties.

H. Execution of the Agreement

This Agreement may be executed in one or more counterparts and by facsimile or electronic means. All executed copies of this Agreement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

I. Default and Acceleration of Payment of Total Settlement Payment

In the event that Defendants be in default of this agreement, all remaining amounts of the Total Settlement Payment shall be immediately due. Defendants shall be in default if payment is not received within the (3) three days of the dates outlined in Section IV.A. In the event of default, Plaintiffs may seek to recover any outstanding amounts from each and every Defendant, without preference.

J. Continuing Jurisdiction of the Court

Pursuant to Fed.R.Civ.P. 4, and related precedents, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to: (i) monitor and enforce compliance of this Agreement, and/or (ii) resolve any disputes over this Agreement or the administration of the benefits of this Agreement. The Parties agree to request that the Court retain jurisdiction to enforce this Agreement.

K. Attorneys' Fees.

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all its costs and expenses, including reasonable attorneys' fees, incurred in connection with such a suit.

L. Age Discrimination Waiver for Jesus Gil Maldonado

For Plaintiff Jesus Gil Maldonado only ("Maldonado"), the following provisions apply notwithstanding anything to the contrary otherwise provided in this Agreement:

(a) In consideration of the payment provided in Paragraph 3, Maldonado specifically waives all existing rights and claims he may have against the Releasees under the federal Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed.

(b) Maldonado acknowledges that \$100 of the total payment provided for in Paragraph A of this Agreement constitutes independent consideration for the said waiver and is in addition to any other payment to which he is entitled.

(c) Maldonado acknowledges that he has been advised to consult with an attorney of her own choosing before executing this Agreement.

(d) Maldonado acknowledges that under the Older Workers Benefit Protection Act, he has twenty-one (21) days from receipt of this Agreement to consider it before signing it.

(e) Maldonado has the right to revoke this Agreement within seven (7) days following his execution of the Agreement, and this Agreement shall not become effective until expiration of that seven (7) day period. To revoke this agreement, a written notice of revocation must be delivered within the seven (7) day period stated to:

John K. Rubiner, Esq.
Freeman Mathis & Gary, LLO
550 S. Hope Street

22nd Floor
Los Angeles, California 90071

M. Waiver of Right to Appeal

Provided that the Approval Order signed by the Court is consistent with the terms and conditions of this Agreement, the Parties hereby waive any and all rights to appeal from the Approval Order, including without limitation all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Approval Order therefore will become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. The Parties agree that notwithstanding any other provision of this Agreement, including, but not limited to, Section III.B [Non-Admission of Liability], this Agreement may be introduced and utilized as evidence to prove the waiver of appeal rights under this section.

AGREED TO BY PLAINTIFFS:

DATED: 11/30/2021

By: 
Francisco Mora

DATED: 11/30/2021

By: 
Jesus Gil Maldonado

DATED: 11/30/2021

By: 
Homero Ochoa

DATED: 11/30/2021

By: 
Ismael Morales

DATED: 11/30/2021

By: *Jesus Manuel Portillo Prieto*
Jesus Prieto

EXPIRATION OF SEVEN DAY REVOCATION PERIOD

Having signed this Agreement on the date above, Jesus Gil Maldonado acknowledges the revocation period expires on December 7, 2021.

DATED: 11/30/2021

Jesus R Gil Maldonado
JESUS GIL MALDONADO

AGREED TO BY DEFENDANTS:

DATED:

By: _____
Stephen David Pavone
President, Excel Hotel Services, Inc.

DATED:

By: _____
Frank Thomas
President, Landmark Restoration Ltd.

DATED:

By: _____
Jesus Prieto

EXPIRATION OF SEVEN DAY REVOCATION PERIOD

Having signed this Agreement on the date above, Jesus Gil Maldonado acknowledges the revocation period expires on __ ____, 2021.

DATED: _____

JESUS GIL MALDONADO

AGREED TO BY DEFENDANTS:

DATED: 12/13/2021

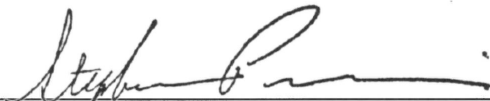
By: _____
Stephen David Pavone
President, Excel Hotel Services, Inc.

DATED:

November 30, 2021

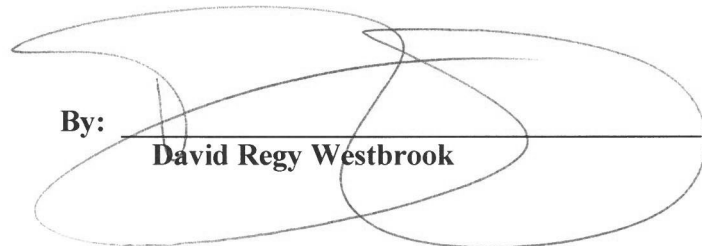
By: _____
Frank Thomas
President, Landmark Restoration Ltd.

DATED: 12/13/2021

By: 
Stephen David Pavone

DATED:

November 30, 2021

By: 
David Regy Westbrook

APPROVED AS TO FORM:

DATED: _____, 2021

**Justice at Work Group, LLP
Rusnak Law Office**

By: _____
Tomas Margain, Esq.
Alexander Rusnak, Esq.
Attorneys for Plaintiffs

DATED: _____, 2021

Freeman, Mathis & Gary, LLP

By: _____
John K. Rubiner, Esq.
Attorneys for Defendants