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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

JUAN LIMON, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ROMAN BERNAL PAINTING
CORPORATION DBA PRO-TECH
PAINTING COMPANY, *et al.*,

Defendants.

Case No.: 37-2021-00002171-CU-OE-CTL

**DECLARATION OF THOMAS D.
RUTLEDGE ISO PLAINTIFFS'
MOTION FOR APPROVAL OF A
PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT AND RELEASE**

Hearing Date: Sept. 8, 2023

Hearing Time: 1:30 p.m.

Hearing Location: C-72

Judge: Hon. Timothy Taylor

[Mem. of P&As, Not. Of Mot., Prop. Ord.,
and Decs. of Rory K. Pendergast, and Chris
Taylor filed concurrently herewith]

DECLARATION OF THOMAS D. RUTLEDGE

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, indirectly for the Aggrieved Employees, and a quasi-assistant attorney general for the State of California (Plaintiffs) via the PAGA in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Court Approval of Private Attorney General Act (PAGA) Settlement per the terms of the Settlement Agreement attached hereto and marked as **Exhibit 1**.

My Experience Handling Representative Actions.

3. The Law Office of Thomas D. Rutledge consists of me and various support staff during all times relevant to this litigation.

4. At all times, I have been the attorney of record in the above-entitled action for the Plaintiffs.

5. I am the senior attorney and person primarily in charge of prosecuting this case.

6. I have had the privilege of practicing law for more than 28 years.

7. I have served the public during most of my adult life.

8. Before practicing law, from about April 1987 to April 1994, at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of Massachusetts's State Officers' Candidate School, as a field artillery officer, mortar platoon leader, and infantry company executive officer in the Commonwealth of Pennsylvania (1992-1994) and Massachusetts (1987-1992) Army National Guard.

9. In 1990, I received a B.A. in History and Political Science from the University of Massachusetts, Boston, Massachusetts.

10. In 1992, I received a C.S.S. in Management and Administration from Harvard

University, Cambridge, Massachusetts.

11. In 1995, I received a J. D. from Temple University and became a member of the State Bars of Florida and Massachusetts.

12. In 1999, I obtained admission to the California Bar.

13. I am a former active member in the San Diego County Bar Association (and several committees therein, such as the Labor and Employment Law Section, Litigation Section, and Family Law Section), a current member of the California Employment Lawyers Association, Consumer Attorneys of San Diego ("CASD"), and an active member of the National Employment Lawyers Association.

14. I am the former Co-Chairman to the San Diego County Bar Association Labor and Employment Law Section.

15. I am a former Board of Director for CASD (served 2013-2016).

16. I am a former U.S. Navy Judge Advocate General's (JAG) Corps attorney.

17. From 1995 to 2002, I served in various capacities on active duty as a prosecutor, defense attorney, and staff judge advocate in the U.S. Navy JAG Corps handling hundreds of criminal and civil litigation matters and personally preparing and filing more than 5000 tax returns.

18. I served a total of 20 years in the U.S. military retiring from the U.S. Naval Reserve in 2008.

19. From 2002 to 2004, I was a litigation associate at Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more than 100 lawyers at that time, working on complex litigation.

20. From 2004 to 2009, I was a litigation associate for Branton & Wilson, APC, a firm of more than 15 lawyers at the time, working mostly on employment law matters (defense and plaintiff).

21. From 2009 to the present, I have focused my practice exclusively on prosecuting employment law claims on behalf of employee-plaintiffs, with a very small amount of my practice devoted to personal injury, landlord-tenant, and family law matters.

22. All my employee-plaintiffs' cases, including this case, are accepted on a nothing down contingency fee basis.

23. I personally have represented thousands of class members and aggrieved employees in well over 40 class and/or representative (Private Attorney General Act) actions prosecuting wage and hour claims, more than 20 of which were certified as class actions. (See, e.g., *Julio, et al. v. Express Tires*, San Diego Superior Court Case No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.: 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-OE-CTL; *Mitchell, et al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C. Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers, Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312; *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Ramirez v. Coastal Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Velez v. CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.: CIVDS1803229; *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case No.: CIVDS1607545, and many more.)

24. I have attended dozens of lectures presented by legal professionals on the topic of prosecuting class action litigation in the last 28 years, I have tried wage and hour cases in Superior Court, I have appeared before the Labor Commissioner on scores of wage claims, and I have handled the representation of parties in dozens of mediations before well-known mediators, such as Mark Rudy, Jeff Ross, Mike Dickstein, David Rotman, Robert Kaplan, and Judge Herbert B. Hoffman (Ret.)

1 **Reasonableness of Hourly Rates.**

2 25. My current hourly rate is \$997 in employment class and representative action
3 litigation.

4 26. Because most plaintiffs cannot pay for my services on an hourly basis, I
5 represent all my wage and hour employment law clients (plaintiffs) on a contingency fee
6 basis.

7 27. Pursuant to this arrangement, my compensation does not occur unless and until
8 I prevail at trial or successfully settle my client's case.

9 28. Because I take the risk that I will not receive payment for my time and
10 expenses unless my client settles or wins his or her case, I cannot afford to represent clients
11 for less than my hourly rate.

12 29. Indeed, given the risk of litigation, it is important that I sometimes obtain a
13 multiplier to my regular hourly rate to offset cases I handle where I receive no recovery.

14 30. I undertook the representation of the Plaintiffs in this litigation at great
15 financial risk, such as winning nothing at all and having to turn down other cases because I
16 need to devote my time to this case.

17 31. Because of my experience, I am aware of the prevailing hourly rates that have
18 been charged by knowledgeable and experienced attorneys in the field of employment law in
19 California as a whole and my hourly rate is well in line with rates typically approved in
20 wage and hour class action litigation which rates have been approved by courts in California
21 in the Los Angeles, Sacramento, San Francisco, Orange, San Diego, and San Bernardino
22 Counties.

23 **Facts of this case and reasons for settlement.**

24 32. During all times relevant, I believe we have kept the LWDA informed and
25 have exhausted all Plaintiffs' administrative remedies.

26 33. Attached hereto and marked as **Exhibit 2** is evidence of all the filings we
27 submitted to the LWDA thus far.

28 34. I intend to file these papers immediately with the LWDA following this filing

1 with the Court.

2 35. The LWDA has given no notice to the parties of their intent to take this case
3 over and prosecute the claims alleged herein.

4 36. From the outset of this litigation, Plaintiffs actively sought discovery,
5 documents, and contact information for the putative class from the Defendants.

6 37. Defense Counsel moved in lockstep with every stage of Plaintiffs'
7 prosecution.

8 38. After meeting and conferring, the parties entered a stipulated protective order
9 and agreed to a *Belaire West* notice process before Defendants agreed to provide Plaintiffs
10 contact information for the putative class (i.e., the Class List).

11 39. Before the Plaintiffs obtained the Class List, Defendants engaged in a *Pick-up*
12 *Stix* campaign procuring release agreements from most of the putative class in exchange for
13 payment.

14 40. Upon receipt of the Class List, Plaintiffs conducted a survey of the putative
15 class.

16 41. Over the course of about a year, Plaintiffs via counsel and their staff,
17 interviewed many of the current and former putative class members.

18 42. Some putative class members gave Plaintiffs' permission to procure their
19 personnel file and payroll records.

20 43. We believe this survey provided valuable insight to me and my co-counsel as
21 to the strengths and weaknesses of our case.

22 44. Notwithstanding Plaintiffs' receipt of the Class List, Plaintiffs sought more
23 discovery from Defendants.

24 45. Defendants rebuffed Plaintiffs' discovery requests contending that Plaintiffs
25 were overstepping.

26 46. The parties met and conferred via counsel over their discovery dispute but
27 with no success.

28 47. In June 2022, Plaintiffs filed a Motion to Compel Further Production of

1 Documents and Defendants filed a Motion for a Protective Order.

2 48. Shortly after the CMC, the parties engaged in meaningful settlement
3 discussions, entered a settlement bracket, and agreed to appear at a Mandatory Settlement
4 Conference (MSC) before the Honorable Kevin Enright.

5 49. Before the MSC, Defendants provided us with more important data concerning
6 the Aggrieved Employees who worked during the PAGA Period, such as the total number of
7 workweeks the Aggrieved Employees worked, the total number of Aggrieved Employees
8 who worked, the number of Aggrieved Employees who worked weekends and workweeks
9 Monday through Friday, among other important details.

10 50. We also analyzed the significant number of Aggrieved Employees' payroll
11 records accumulated through the litigation, the Defendants' workplace policies, among other
12 things.

13 51. Considering all this information, we were able to determine the value of this
14 case despite Defendants' vehement claims they did nothing wrong.

15 52. At the MSC, with help from Judge Enright, the parties engaged in extensive
16 and meaningful discussions about the factual and legal strengths and weaknesses of the
17 claims and defenses.

18 53. Before the MSC's conclusion, the parties entered into an agreement to settle.

19 54. This one-page agreement was reduced to writing (the Settlement), and
20 thereafter the parties agreed to layout the terms in a Motion rather through a long settlement
21 agreement.

22 55. Our review of the evidence demonstrates the presence of many obstacles to
23 obtaining favorable adjudication on many of Plaintiffs' claims.

24 56. The prevailing wage/overtime claims, for example, lacked evidence because
25 Defendants are in the painting business, not construction on public works projects.

26 57. Defendants opposed Plaintiffs' meal and rest break claims arguing there are
27 too many individual inquiries that make trial unmanageable and that regardless Defendants
28 maintain all Aggrieved Employees received compliant meal and rest breaks.

1 58. There is virtually no evidence demonstrating that Defendants failed to
2 maintain records because Plaintiffs later learned that Defendants kept careful records of
3 Aggrieved Employees' working hours.

4 59. Defendants further maintain that Plaintiffs' reimbursement claim is dubious
5 because of Defendants' alleged reimbursement policy allowed its employees to obtain
6 expense reimbursements.

7 60. We, however, maintain Plaintiffs' Labor Code § 226 and unpaid overtime
8 claims are viable.

9 61. This is because Plaintiff alleges that during many weekends Defendants paid
10 its employees with a company check that did not include any overtime their workers
11 performed.

12 62. Defendants assert they are no longer doing this, and maintain Defendants are a
13 small company that make it difficult for Defendants to pay a large judgment regardless.

14 63. Notwithstanding the foregoing, we believe the Settlement is fair and
15 reasonable.

16 64. This belief is based on a variety of factors, such as the disputed factual and
17 legal issues involved in the Action, the risks and substantial expenses involved in the further
18 prosecution of this case, and the benefits Aggrieved Employees will receive via the
19 Settlement.

20 65. Defendants deny each and every one of Plaintiffs' allegations asserted in the
21 operative Complaint and assert they have no liability.

22 66. Nonetheless, Defendants told us they similarly believe there are benefits
23 associated with settling the Action.

24 67. After taking into account the disputed factual and legal issues involved in the
25 Action, the expense and burden of protracted litigation, and their desire to put the
26 controversy to rest, Defendants said they believe the Settlement is in Defendants' best
27 interests and is fair and reasonable.

28 68. Plaintiffs are informed and believe that Defendants employed about 184

1 Aggrieved Employees who worked approximately 7129 workweeks during the PAGA
2 Period.

3 69. By this Agreement and based on Defendants' representations, Plaintiffs
4 estimate the gross payout before expenses is about \$63 per workweek (\$450,000/7129) per
5 Aggrieved Employee, which is quite a good recovery in my experience.

6 70. This Motion is unopposed.

7 **Counsel's Requested Fees.**

8 71. Attorneys' fees rates generally range from approximately \$650 per hour at the
9 low end of the scale to approximately \$997 per hour at the high end of the scale for an
10 attorney of my skill experience.

11 72. The regular hourly rate I have charged for my services in this litigation is
12 reasonable and justified based on my knowledge and years of experience.

13 73. I have attached detailed contemporaneous billing records for the time I worked
14 on this case as **Exhibit 3**, which details are incorporated by reference as through set forth
15 herein.

16 74. My fees are consistent with noted sources, such as the 2022-2023 Laffey
17 Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 4**.

18 75. My hourly rate under the lodestar method using the *Laffey* Matrix
19 demonstrates the reasonableness of the fee request.

20 76. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F. Supp. 354
21 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our Cumberland*
22 *Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

23 77. Counsel in the *Laffey* case compiled evidence from firms showing the market
24 rates in the District of Columbia for complex federal litigation to show the court prevailing
25 market rates.

26 78. That evidence was analyzed and a matrix of rates for attorneys at various
27 experience levels was created, later becoming known as the *Laffey* Matrix.

28 79. Attorneys in cases where they must establish the prevailing market rates in

1 their jurisdiction for fee award requests, including California, often cite to the *Laffey* Matrix
2 because the *Laffey* Matrix is a useful tool easily accessible to practitioners and is widely
3 regarded by many courts in the U.S. as a source for courts to gauge the prevailing rates for
4 attorneys in the local community. www.en.wikipedia.org/wiki/Laffey_Matrix.

5 80. The *Laffey* Matrix is updated annually by an independent group to stay
6 consistent with inflation or recent trends in the market.

7 81. The current version of the *Laffey* Matrix is also located at
8 www.laffeymatrix.com.

9 82. Many California courts consider the *Laffey* Matrix “a widely recognized
10 compilation of attorney and paralegal rates based on various levels of experience.” *Theme*
11 *Promotions v News American Marketing FSI*, 731 F. Supp. 2d 937, 948 (N.D. Cal. 2010)
12 (using the *Laffey* Matrix to determine reasonable attorneys' fees rates); *Ramirez v.*
13 *Escondido Unified School District*, 2014 WL 12675859, at *2 (S.D. Cal., Apr. 17, 2014, No.
14 11CV1823 DMS (BGS)) (“When used in a given case, the *Laffey* Matrix is adjusted to the
15 federal locality pay differentials for the relevant community for the relevant year.”).

16 83. While a trial court is not “required to follow the *Laffey* Matrix” in setting
17 reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties III, Inc.*
18 *v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v. Horn*, 208 Cal.
19 App. 4th 641, 650-651 (2012).

20 84. Some California courts have adjusted the *Laffey* Matrix upwards based upon
21 the higher costs of living in California. *In Re HPL Technologies, Inc. Securities Litigation*,
22 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes v. Barnhardt*, 2006 U.S.
23 Dist. LEXIS 5938 (N. Dist. Cal. 2006).

24 85. According to the *Laffey* Matrix, the prevailing market rate for an attorney with
25 more than 28 years of experience, such as myself, is \$997 per hour.

26 86. My fees are also Supported by precedent. *See Margolin v. Regional Planning*
27 *Comm’n*, 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded by courts to the attorneys in
28 question are the best evidence of their reasonable rates).

87. Most courts have awarded my office fees commensurate with the fees requested here adjusted by inflation. *See e.g., Olshansky, et al. v. ATC Healthcare Services, LLC, et al.* S.D.S.C. Case No. 37-2018-00065377-CU-OE-CTL (Hon. Gregory W. Pollack) (awarding 1/3 of the settlement=\$914 per hour); *Babouchian, et al. v. Wyndham Vacation Ownership, et al.* SDSC Case Number: 37-2018-00014601-CU-OE-CTL (Hon. Richard Strauss); *Hopper, et al. v. Kimball Tirey & St. John, et al.* Case No.: 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J. Medel).

Summary of Lodestar.

88. The nature of work performed by me and my office is documented in **Exhibit 3** of this declaration.

89. The time records reflect billing practices on a minimum of one tenth of the hour.

90. This time is summarized as follows:

Name of Attorney	YEAR OF BAR ADMISSION	RATE	HOURS	LODESTAR
Thomas D. Rutledge, Partner	1995	\$997	144	\$143,568

91. Throughout the case, me and my co-counsel made substantial efforts to allocate work efficiently and to avoid unnecessary duplication of work where possible.

92. We have incurred the following expenses in connection with this litigation:

One Legal	\$58
Filing Fees to be Returned to Court	\$435
LWDA Filing Fee	\$0
Cal-Kik Investigations	\$1,200
Parking for MSC	\$60
Estimated Postage	\$600
Rory Pendergast Costs	\$638
Dropbox Fee	\$100
Lexis Research Fees	\$1,620
Total	\$4,711

93. True and correct copies of most of the invoices/receipts for these expenses are

1 attached hereto and marked as **Exhibit 5**.

2 94. The expenses incurred are ordinary and necessary and the Settlement
3 Agreement provides that we may recover actual costs.

4 **The Novelty and Difficulty of the Litigation.**

5 95. As discussed above, Defendants confronted my office with complex factual
6 and legal defenses that presented significant hurdles to achieving a favorable settlement.

7 96. Due to the novel and complex legal issues involved, I utilized skills normally
8 reserved to those who handle complex litigation cases.

9 97. My office subjected ourselves to this contingent fee market in this all-or-
10 nothing contingent fee case wherein the necessity and financial burden of private
11 enforcement makes the requested award appropriate.

12 98. My contingent fee practices do not accommodate the investment of
13 unnecessary time in a case.

14 99. This case was litigated on a contingent basis with all the concomitant risk
15 factors inherent in such an uncertain undertaking.

16 100. On account of the concerted and dedicated effort this case demanded in order
17 to properly handle and prosecute, I was precluded from taking other cases.

18 101. I assumed the very serious risk that I would receive nothing at all for our
19 efforts, having devoted time, and advancing costs.

20 **Notice of Settlement to the Aggrieved Employees.**

21 102. The parties have reviewed and mutually agree on the language in a draft
22 Notice of Settlement to have the Settlement Administrator send to the Aggrieved
23 Employees, a true and correct copy of which is attached as **Exhibit 6**.

24 103. Because most of the Aggrieved Employees speak Spanish, the parties believe
25 is it important we send the above notice in Spanish also.

26 104. We believe the attached notice is a reasonable method to explain to the
27 Aggrieved Employees their rights under the Settlement, conforms with due process, and
28 respectfully recommend the Court to approve it.

1 **Conclusion.**

2 105. For all the foregoing reasons, the parties very respectfully request this Court to
3 judicially approve the PAGA penalty amounts pursuant to Labor Code §§ 2699, *et seq.* and
4 sign the [Proposed] Order filed herewith.

5 Except as to those matters made upon information and belief, I declare under penalty
6 of perjury under the laws of the State of California that the foregoing is true and correct.

7 Executed this day of August 15, 2023, in San Diego, California

8 Thomas D. Rutledge

9 /s/Declarant

Exhibit 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

PLAINTIFF(S) Limon

DEFENDANT(S) ROMAN BERNAL PAINTING CORPORATION ("RBP")
STIPULATION FOR SETTLEMENT (CCP §664.6)

JUDGE KEVIN A. ENRIGHT
DEPARTMENT 2103
CASE NUMBER: 2021-2171

IT IS HEREBY STIPULATED THAT THIS MATTER IS DEEMED SETTLED PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ON THE FOLLOWING TERMS AND CONDITIONS AS FOLLOWS:

1. The defendant(s) RBP on Behalf of all Defendants shall pay to the plaintiff(s) and plaintiff(s)'s counsel the gross sum of \$ 520,000.00 * as payment in full and complete settlement of all its claims arising from the events described in the complaint or contained in this lawsuit or any claims or causes of action which could have or should have been contained in this lawsuit. All parties agree to not come back to this Court or any other Court at any time anywhere and try to undo or re-do this settlement and they further agree to accept this settlement with the knowledge that all parties will be barred from proceeding against any person or entity in this lawsuit as well as any individual or entity anywhere in the future regardless of what might happen in connection with any claims or causes of action which could have or should have been contained in their lawsuit. Additionally, this settlement is final and therefore there will be no court trial or jury trial under any circumstances whatsoever. Furthermore, there will be no appeals and all parties give up their right to appeal.
Other: _____
2. All parties will be responsible for their own court costs, attorneys' fees, attorneys' liens, if any, as well as all of their own litigation expenses.
3. Plaintiff(s) shall pay all medical bills and/or liens, past, present or future, which are known as well as any which are not known.
4. All settling parties waive the provisions of Civil Code §1542 which states: General Release-Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
5. [Both parties] [Plaintiff(s)] [Defendant(s)] if requested by any settling party, shall sign standard releases and/or settlement documents which shall contain such terms and conditions which are standard, appropriate, reasonable, fair, just, and/or equitable. Any disputes as to the language thereof shall be resolved by Judge Kevin A. Enright and what he says shall be final.
6. Written dismissal(s) with prejudice will be filed no later than 45 days from the date of this stipulation. However, if any enforcement is necessary or disputes arise after the filing of any dismissal, the Court nevertheless reserves jurisdiction to reinstate this case nunc pro tunc to today so that the Court can issue orders which are standard, appropriate, reasonable, fair, just or equitable.
7. On failure to comply with any of the terms of this settlement, any party may apply ex parte for entry of judgment or any other relief which is appropriate on 24 hours' notice.
8. This settlement shall be enforced pursuant to the Code of Civil Procedure § 664.6 as well as the terms of this settlement itself. Furthermore, this settlement consists of only what is said on the record or written herein.
9. This settlement [does] [does not] dispose of the entire case, including any cross-complaints.
10. If there are any disputes of any kind or any enforcement needed, any party can come back to Judge Enright for a hearing or hearings and his ruling shall be final, there will be no appeals, and all parties give up the right to appeal. If Judge Enright is not available, this case may be returned to the Assigned Judge, in that event the Assigned Judge's ruling shall be final.
11. After the monies have been paid and all documents and/or releases returned, dismissals with prejudice shall be filed.

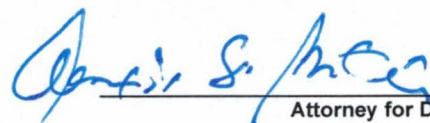
Dated: 7-7-23



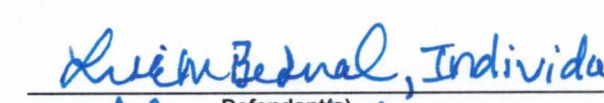
Attorney for Plaintiff(s)



Plaintiff(s)



Attorney for Defendant(s)



Defendant(s)

* LESS STANDARD PAYROLL WITHHOLDINGS FOR PLAINTIFF LIMON WAGE

Exhibit 2



Rory Pendergast <rory@rorylaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "rory@rorylaw.com" <rory@rorylaw.com>

Mon, Sep 28, 2020 at 10:54 AM

9/28/2020

LWDA Case No. LWDA-CM-807889-20
Law Firm : The Pendergast Law Firm, PC
Plaintiff Name : Juan Limon
Employer: Roman Bernal Painting Company dba Pro-Tech Painting
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Thomas Rutledge <thomasrutledgelaw@gmail.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: thomasrutledgelaw@gmail.com

Wed, Jan 20, 2021 at 9:35 AM

01/20/2021 09:35:33 AM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 3

Timesheet for Thomas D. Rutledge ICO

Limon, et al. v. Roman Bernal Painting Corporation dba Pro-Tech Painting Company, et al.

SDSC Case No.: 37-2021-00002171-CU-OE-CTL

Description	Time	Date
OF; conflict check; coms with C; drafted fee K; conflict check; Requested PF; coms with CC; edited complaint	8	1/3/2021
		1/4/2021
		1/5/2021
		1/6/2021
		1/7/2021
		1/8/2021
		1/9/2021
		1/10/2021
		1/11/2021
		1/12/2021
		1/13/2021
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		7/1/2021
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Coms with DC; RF; researcgh	1	7/6/2021
Coms with DC	0.25	7/7/2021
		7/8/2021
Coms with DC	0.25	7/9/2021
		7/10/2021
		7/11/2021
		7/12/2021
RC; UF	0.25	7/13/2021
Coms with CC; RC	0.25	7/14/2021
Coms with CC; coms with DC	0.25	7/15/2021
		7/16/2021
		7/17/2021
		7/18/2021
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coms with DC	0.35	7/23/2021
		7/24/2021
		7/25/2021
Coms with DC	0.15	7/26/2021
Coms with DC; coms with CC	0.5	7/27/2021
		7/28/2021
Coms with DC; coms with CC	0.5	7/29/2021
		7/30/2021

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Com with CC	0.15	8/12/2021
PC with CC	0.15	8/13/2021
		8/14/2021
		8/15/2021
		8/16/2021
Coms with CC; RC	0.25	8/17/2021
		8/18/2021
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		9/1/2021
Coms with CC	0.15	9/2/2021
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Coms with CC	0.25	9/14/2021
		9/15/2021
		9/16/2021
M&C Coms with D; RC; coms with CC	0.25	9/17/2021
		9/18/2021
		9/19/2021
		9/20/2021
Coms with DC	0.25	9/21/2021
		9/22/2021
		9/23/2021
		9/24/2021
		9/25/2021
		9/26/2021
PC with DC; drafted M&C Letter; coms with CC	1	9/27/2021
		9/28/2021
		9/29/2021
Edited Belaire West; coms with DC	0.35	9/30/2021
		10/1/2021
		10/2/2021
		10/3/2021
Coms with DC	0.15	10/4/2021
Coms with DC	0.25	10/5/2021
		10/6/2021
Coms with DC	0.15	10/7/2021
RC; coms with CC	0.5	10/8/2021
		10/9/2021
		10/10/2021
		10/11/2021
		10/12/2021
Website Update	0.5	10/13/2021
PC with CC; UF	0.5	10/14/2021
		10/15/2021
		10/16/2021
		10/17/2021
Coms with DC; coms with CC; RC	1	10/18/2021
RC	0.25	10/19/2021
UF	0.15	10/20/2021
		10/21/2021
RC	0.15	10/22/2021
		10/23/2021
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Coms with CC	0.15	10/25/2021
Coms with CC	0.25	10/26/2021
		10/27/2021
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		10/29/2021
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		11/1/2021
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RC	0.15	11/4/2021
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Coms with CM; UF; RC; coms with CC	1.5	11/15/2021
		11/16/2021
		11/17/2021
		11/18/2021
		11/19/2021
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PC with CM	0.15	12/2/2021
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Coms with CC	0.25	12/10/2021
		12/11/2021
		12/12/2021
		12/13/2021
		12/14/2021
		12/15/2021
Drafted letter to the Class; script; coms with C; coms with CC	4	12/16/2021
		12/17/2021
		12/18/2021
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		12/29/2021
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		12/31/2021
		1/1/2022
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coms with CC; drafted PMQ depo notice	1	1/3/2022
		1/4/2022
		1/5/2022
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Coms with CC	0.5	2/4/2022
		2/5/2022
		2/6/2022
Coms with CC; UF; RD	0.5	2/7/2022
Coms with CC	0.25	2/8/2022
Coms with CC; RD; edited docs	1	2/9/2022
		2/10/2022
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Edited M&C email; coms with CC	0.75	3/9/2022
		3/10/2022
		3/11/2022
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		3/13/2022
Coms with CC; edited discovery	2	3/14/2022
		3/15/2022
		3/16/2022
Drafted depo notices; coms with CC; RF	1	3/17/2022
		3/18/2022
		3/19/2022
		3/20/2022
Coms with CC; RC	0.5	3/21/2022
RC	0.15	3/22/2022
Coms with CC; UF	0.25	3/23/2022
		3/24/2022
Coms with CC	0.25	3/25/2022
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Settlement coms; coms with CC	0.75	4/15/2022
		4/16/2022
		4/17/2022
		4/18/2022
Coms with CC	0.25	4/19/2022
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Coms with CC	0.25	4/28/2022
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Coms with CC; RC; drafted informal discovery letter	4	5/5/2022
		5/6/2022
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Coms with CC	0.25	5/10/2022
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RC; RD	0.5	9/9/2022
Edited Opp. to PO	4	9/10/2022
Edited Opp. to PO	3	9/11/2022
		9/12/2022
		9/13/2022
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Coms with CC; edited Opp.	3	9/15/2022
		9/16/2022
		9/17/2022
		9/18/2022
		9/19/2022
RD; prepared REPLY; coms with CC	6	9/20/2022
RD; prepared REPLY; coms with CC	6	9/21/2022
		9/22/2022
		9/23/2022
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RC; coms with CC	0.35	9/28/2022
Travel to court; appearance for CMC & Mot.	3	9/29/2022
Coms with CC	0.35	9/30/2022
		10/1/2022
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RC; coms with DC	0.25	11/3/2022
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Prepared MSC Brief	7	1/12/2023
Prepared MSC Brief	7	1/13/2023
		1/14/2023
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		1/17/2023
		1/18/2023
MSC Brief	12	1/19/2023
MSC Brief	4	1/20/2023
		1/21/2023
		1/22/2023
UF	0.25	1/23/2023
		1/24/2023
Coms with CC	0.25	1/25/2023
Coms with CC; RC; UF	0.5	1/26/2023
Coms with CC; RC; UF; Accounting	0.5	1/27/2023
		1/28/2023
		1/29/2023
		1/30/2023
Coms with DC	0.15	1/31/2023
Coms with CC; RD	0.5	2/1/2023
RC	0.15	2/2/2023
		2/3/2023
		2/4/2023
		2/5/2023
Coms with DC; Coms with CC; drafted settlement letter	2	2/6/2023
		2/7/2023
		2/8/2023
Drafted settlement docs; coms with CC	1	2/9/2023

		2/10/2023
		2/11/2023
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Coms with CC	0.25	2/13/2023
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Trip to Court	2	2/24/2023
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		3/30/2023
		3/31/2023
		4/1/2023
		4/2/2023
		4/3/2023
		4/4/2023
		4/5/2023
		4/6/2023
IC research; 7434 Claim Research	3	4/7/2023
		4/8/2023
		4/9/2023
		4/10/2023
		4/11/2023
		4/12/2023
		4/13/2023
Research on Limon and damages	0.25	4/14/2023
		4/15/2023
		4/16/2023
		4/17/2023
		4/18/2023
		4/19/2023
		4/20/2023
		4/21/2023
		4/22/2023
		4/23/2023
		4/24/2023
		4/25/2023
		4/26/2023
		4/27/2023
		4/28/2023
		4/29/2023
		4/30/2023
		5/1/2023
		5/2/2023
		5/3/2023
		5/4/2023
		5/5/2023
		5/6/2023

		5/7/2023
		5/8/2023
		5/9/2023
		5/10/2023
		5/11/2023
Travel to Court; Court appearance	1.5	5/12/2023
		5/13/2023
		5/14/2023
		5/15/2023
		5/16/2023
		5/17/2023
		5/18/2023
		5/19/2023
		5/20/2023
RC; UF	0.25	5/21/2023
		5/22/2023
		5/23/2023
UF	0.15	5/24/2023
		5/25/2023
		5/26/2023
		5/27/2023
		5/28/2023
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		5/30/2023
		5/31/2023
		6/1/2023
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		6/4/2023
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		6/28/2023
		6/29/2023
		6/30/2023
		7/1/2023
		7/2/2023
		7/3/2023
MSC	4	7/4/2023
		7/5/2023
		7/6/2023
		7/7/2023
		7/8/2023
		7/9/2023
		7/10/2023
		7/11/2023
RF; SA	1	7/12/2023
		7/13/2023
		7/14/2023
		7/15/2023
		7/16/2023
Drafted PAGA Settlement Agreement	4	7/17/2023
Drafted PAGA Settlement Agreement	6	7/18/2023
		7/19/2023
UF; RC; coms with DC	1	7/20/2023
		7/21/2023
		7/22/2023
		7/23/2023
		7/24/2023
		7/25/2023
		7/26/2023
		7/27/2023
		7/28/2023
		7/29/2023
		7/30/2023
		7/31/2023

		8/1/2023
		8/2/2023
		8/3/2023
		8/4/2023
		8/5/2023
		8/6/2023
		8/7/2023
		8/8/2023
		8/9/2023
		8/10/2023
Coms with Manny; RF; RC; Coms with CC	1	8/11/2023
		8/12/2023
Drafted moving papers	8	8/13/2023
Coms with CC; Edited Moving papers; Coms with DC	8	8/14/2023
		8/15/2023
		8/16/2023
		8/17/2023
		8/18/2023
		8/19/2023
		8/20/2023
		8/21/2023
		8/22/2023
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		8/29/2023
		8/30/2023
		8/31/2023
		9/1/2023
		9/2/2023
		9/3/2023
		9/4/2023
		9/5/2023
		9/6/2023
		9/7/2023
Hearing on Motion; Travel to Hearing; Post Hearing Est. Work	4	9/8/2023
		9/9/2023
		9/10/2023
TOTAL HOURS		144.4

Exhibit 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 5



1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 26-0259046

Credit Card Sale

Date	1/19/2021
Customer	0080553
Credit Sale	03058413
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
Thomas Rutledge
500 West Harbor Drive
Suite 1113
San Diego CA 92101

Order Number	15753335
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	Limon vs ROMAN BERNAL PAINTING CORPORATION [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	2918775
Case Number	37-2021-00002171-CU-OE-CTL
Documents	Complaint,Civil Case Cover Sheet,Original Summons,Order on Court Fee Waiver,Request to Waive Court F

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.00
SUBTOTAL	\$12.00

FEES SUMMARY	AMOUNT
One Legal Fees	\$12.00
TOTAL CHARGED	\$12.00

Cal Kik Investigations
415 Laurel Street #215
San Diego, CA 92101 US
cal@calkik.com

BILL TO
Thomas D. Rutledge, Esq.
16956 Via De Santa Fe
RSF, CA 92091
The Pendergast Law Firm, PC
3019 Polk Avenue
San Diego, CA 92104

INVOICE 17266

DATE 01/27/2023 **TERMS** Due on receipt

DUE DATE 01/27/2023

CASE #
Bernal

DATE	REFERENCE	DESCRIPTION	QTY	RATE	AMOUNT
01/24/2023	Asset Location/Background Research	Asset Location/Background searches, Saint Roman Eugene Bernal, Lisa Michelle Bernal, Roman Bernal Painting Corporation, Pro-Tech Painting Company and Roman Bernal Painting, LLC.	1	1,200.00	1,200.00

TOTAL DUE **\$1,200.00**



Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>

Mon, Jan 9, 2023 at 4:43 AM

To: thomasrutledgelaw@gmail.com



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

If you have questions, please contact LexisNexis® Customer Support at **(800) 543-6862** to talk to a representative.

Sincerely,
LexisNexis® Customer Support.

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>

Tue, Feb 7, 2023 at 10:31 PM

To: thomasrutledgelaw@gmail.com



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>
To: thomasrutledgelaw@gmail.com

Tue, Mar 7, 2023 at 5:04 PM



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>

Fri, Apr 7, 2023 at 4:18 PM

To: thomasrutledgelaw@gmail.com



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>

Sun, May 7, 2023 at 4:25 PM

To: thomasrutledgelaw@gmail.com



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

If you have questions, please contact LexisNexis® Customer Support at **(800) 543-6862** to talk to a representative.

Sincerely,
LexisNexis® Customer Support.

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>
To: thomasrutledgelaw@gmail.com

Wed, Jun 7, 2023 at 3:00 PM



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

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Thomas Rutledge <thomasrutledgelaw@gmail.com>

LexisNexis - Auto Debit Payment Notification 4255VMNG6

1 message

autodebit.notification@lexisnexis.com <autodebit.notification@lexisnexis.com>

Fri, Jul 7, 2023 at 2:50 PM

To: thomasrutledgelaw@gmail.com



Dear **The Law Offices of Thomas D. Rutledge**,

This email is to confirm that your payment for the account below has been processed.

Account Number:	4255VMNG6
Account Name:	The Law Offices of Thomas D. Rutledge
Total Amount Paid:	180.9

If you have questions, please contact LexisNexis® Customer Support at **(800) 543-6862** to talk to a representative.

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Exhibit 6

Exhibit 1

Cover Letter

<<Mailing Date>>

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

Re: *Limon, et al. v. Roman Bernal Painting Corporation dba Pro-Tech Painting Company, et al.*
California Superior Court, County of San Diego
Case No.: 37-2021-00002171-CU-OE-CTL
LWDA Case No.: LWDA-CM-807889-20

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Juan Limon, et al. v. Roman Bernal Painting Corporation dba Pro-Tech Painting Company, et al.* SDSC Case No.: 37-2021-00002171-CU-OE-CTL (“Lawsuit”), pending in the Superior Court of California for the County of San Diego (“Court”).

The lawsuit was filed by Juan Limon, a former employee of *Roman Bernal Painting Corporation dba Pro-Tech Painting Company* (“The Company”), on behalf of the State of California with respect to himself and other alleged aggrieved employees (“Plaintiffs”), to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs alleged that The Company violated certain provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum wages, overtime wages, provide compliant meal and rest periods and associated premium pay, timely pay wages during employment, timely pay wages upon termination, provide compliant wage statements, reimburse employees, and keep requisite payroll records. The Company denies these allegations and denies any wrongdoing of any kind associated with these allegations. The Court did not make any determination of the merits.

A settlement was reached between Plaintiffs and The Company, on behalf of

Plaintiffs, the State of California, and the following aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for The Company in the State of California from September 26, 2019 to and including September 8, 2023 (“Aggrieved Employees”).

On September 8, 2023, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as an Aggrieved Employee. Your Individual Settlement Check is based on the total number of pay periods that you were issued a wage statement by The Company during the period from September 26, 2019 to and including September 8, 2023. Records reflect that you had <<#>> pay periods in that time. The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying all taxes that may be due because of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to have fully released and forever discharged the Released Parties from the Released Claims. The “Released Parties” means The Company and its past, present, and future parents, affiliates, subsidiaries, divisions, units, branches, partners, joint ventures, predecessors, successors, successors-in-interest, merged parties, assigns, administrators, consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, shareholders, employees, contractors, representatives, attorneys, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, benefits plans sponsored or administered by Defendant, personal representatives, spouses, heirs, executors, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them. The “Released Claims” means any and all known and unknown claims, losses, damages, interest, liabilities, causes of action, civil complaints, arbitration demands or suits for civil penalties under the PAGA, California Labor Code Section 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and/or Notice to the LWDA, arising during and/or with respect to the period from September 26, 2019 to and including September 8, 2023, for violation of the California Labor Code, and all claims for attorneys’ fees, costs, and statutory interest in connection therewith.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check

within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the California Labor Workforce Development Agency.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the following:

Law Offices of Thomas D. Rutledge
Thomas D. Rutledge, Esq.
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Rory K. Pendergast
The Pendergast Law Firm, PC
3019 Polk Avenue
San Diego, CA 92104
P.O. Box 1703
Tulare, CA 93275
619.344.8699 office
rory@rorylaw.com

Counsel for the Plaintiffs

And/or

Alexis S. Gutierrez, Esquire
Geoffrey M. Thorne, Esquire
Higgs Fletcher & Mack LLP
401 W “A” Street, Suite 2600
San Diego, CA 92101-7913
Phone Number: (619) 236-1551
;agutierrez@higgslaw.com; thorneg@higgslaw.com

Counsel for The Company

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On August 15, 2023, I served the foregoing document(s) described as:

DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS' MOTION FOR APPROVAL OF A PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AND RELEASE AND DECLARATIONS OF RORY K. PENDERGAST AND CHRIS TAYLOR ISO

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed August 15, 2023, at San Diego, California.

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

THOMAS D. RUTLEDGE
/s/THOMAS D. RUTLEDGE

SERVICE LIST

Alexis S. Gutierrez
Higgs Fletcher & Mack LLP
401 W "A" St #2600
San Diego, CA 92101-7913
Attorneys for Defendants

Attorneys for Defendants