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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

PAMELA WILLIAMS, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

STONEMOR, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 20-CIV-05216

*Assigned to the Hon. V. Raymond Swope, Dept.
23, Courtroom 8A*

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

Date: April 8, 2024

Time: 3:00 P.M.

Dept.: 23

Courtroom: 8A

Complaint Filed: November 24, 2020

FAC Filed: January 5, 2021

Trial Date: None

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

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

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

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

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

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

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

23 **Background and Procedural History**

24 6. On September 11, 2020, pursuant to Labor Code section 2699.3, Plaintiff gave
25 written notice by online filing with the LWDA and by certified mail, return receipt requested, to
26 STONEMOR GP, LLC (sued as STONEMOR, INC.) (“Defendant”) and Stonemor California, Inc.
27 of the specific provisions of the Labor Code alleged to have been violated, including the facts and
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1 theories to support the alleged violation. On November 24, 2020, and after the LWDA declined to
2 take action within the statutorily permissible time with respect to Plaintiff's September 11, 2020
3 letter, Plaintiff filed her representative action complaint in this Court. Thereafter, Plaintiff filed a
4 first amended complaint on January 5, 2021 to clarify the claims alleged. Subsequently, Plaintiff
5 filed a Doe Amendment on December 23, 2021 to correct the name of Defendant from Stonemore,
6 Inc. to Stonemor GP, LLC. Plaintiff dismissed Defendant Stonemor California, Inc. on June 7,
7 2022.

8 7. A true and correct copy of the notice letter to the LWDA is attached hereto as
9 **Exhibit B.**

10 8. Defendant operated 13 cemeteries and funeral homes in California prior to
11 November 2020, when it ceased operating. Starting on January 3, 2020, Defendant began the
12 process of selling its properties, cemeteries, funeral establishments, and crematories in California
13 and completed the sale of all of its operations in California by the end of November 2020.

14 9. Defendant employed Plaintiff as a non-exempt employee from October 2019
15 through April 2020 in San Mateo County, California. The Aggrieved Employees are all individuals
16 who were employed by Defendant in California as hourly and/or non-exempt employees at any
17 time from September 11, 2019 through October 4, 2023.

18 10. Plaintiff asserts claims that Defendant failed to properly compute commission
19 wages and other non-base hourly wages earned by her and Aggrieved Employees into their regular
20 rate for purposes of paying them overtime and double time wages at the correct rates; failed to pay
21 her and Aggrieved Employees all minimum wages and overtime wages earned; failed to pay her
22 and Aggrieved Employees all overtime and double-time wages due; failed to provide her and
23 Aggrieved Employees with legally compliant rest periods, or compensation in lieu thereof; failed
24 to provide her and Aggrieved Employees with legally compliant meal periods, or compensation in
25 lieu thereof; failed to issue accurately itemized wage statements to her and Aggrieved Employees;
26 failed to reimburse her and Aggrieved Employees for necessary business expenses incurred; failed
27 to pay her and Aggrieved Employees all accrued, but unused vacation wages both during and at the
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1 separation of employment; and failed to timely pay her and Aggrieved Employees all wages due at
2 the separation of their employment. Plaintiff asserts these claims under PAGA, on behalf of herself,
3 individually, and on behalf of the State of California and other Aggrieved Employees, seeking civil
4 penalties for the alleged Labor Code violations.

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

6 11. My office, on behalf of Plaintiff, submitted the PAGA Settlement Agreement (the
7 “Settlement Agreement”), together with this Motion and all supporting documents, to the LWDA
8 via online upload on February 8, 2024, concurrently with the filing of this Motion.

9 **Counsel’s Diligence In Advance of, and In Connection With, Settlement Negotiations:**

10 12. My office engaged in targeted, informal discovery of Defendant’s alleged Labor
11 Code violations, which specifically evaluated the strength and value of the PAGA claims in
12 preparation for a resolution of this Action.

13 13. We obtained and reviewed multiple documents, including (i) Plaintiff’s wage
14 statements, (ii) policy documents relating to the employment of Plaintiff and Aggrieved Employees,
15 and (iii) data relating to the number of alleged violations and the value of the recoverable penalties,
16 including time and payroll data.

17 14. Based on the information received, as well as through discussions with Defendant’s
18 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
19 the definition of “Aggrieved Employee” for the relevant statutory period, (ii) the number of affected
20 pay periods at issue among them, and (iii) construct a damage model that calculated the maximum
21 realistic amount of PAGA penalties that could be levied against Defendant within the PAGA
22 Release Period based on employee timekeeping and payroll data produced by Defendant. At all
23 relevant times, Defendant has disputed Plaintiff’s claims and contested both the existence of and
24 extent of liability as alleged by Plaintiff. Below is Plaintiff’s PAGA damage model, which includes
25 stacked penalties.
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PAGA Penalties		
Number of PAGA Pay Periods	1,749	
Number of PAGA Pay Periods - Unpaid Wages	1,749	100.0%
Number of PAGA Pay Periods - Overtime (Regular Rate)	337	19.3%
Number of PAGA Pay Periods - Meal Breaks	988	56.5%
Number of PAGA Pay Periods - Rest Breaks	1,749	100.0%
Number of PAGA Pay Periods - Wage Statements	1,749	100.0%
Number of PAGA Pay Periods - Reimbursements	1,749	100.0%
Number of PAGA Pay Periods - Sick Pay (Regular Rate)	74	4.2%
Number of PAGA Pay Periods - Meal Premiums (Regular Rate)	200	11.4%
PAGA for Waiting Time (46 former employees in PAGA Period)	\$4,600	\$100/\$0
PAGA for Unpaid Wages (103 employees and all pay periods)	\$174,900	\$100/\$100
PAGA for Overtime (41 employees from 9/11/19 to 11/5/20)	\$33,700	\$100/\$100
PAGA for Meal Breaks (88 employees from 9/11/19 to 11/5/20)	\$98,800	\$100/\$100
PAGA for Rest Breaks (103 employees and all pay periods)	\$174,900	\$100/\$100
PAGA for Wage Statements (103 employees and all pay periods)	\$174,900	\$100/\$100
PAGA for Reimbursements (103 employees and all pay periods)	\$174,900	\$100/\$100
PAGA for Sick Pay (26 employees from 9/11/19 to 11/5/20)	\$7,400	\$100/\$100
PAGA for Meal Premiums (41 employees from 9/11/19 to 11/5/20)	\$20,000	\$100/\$100
Total PAGA Penalties	\$864,100	

15. Prior to settlement, my office, with the assistance of an expert statistician, Bennett Berger of Berger Consulting Group, created the above comprehensive damage analysis using sampling information obtained through informal discovery. This damage analysis reveals that the negotiated settlement falls within a realistic range of recovery on Aggrieved Employees' claims.

16. Plaintiff alleges that Defendant failed to pay Aggrieved Employees all wages due in three ways. Plaintiff contends that (1) Defendant allegedly failed to properly compute commissions and other non-base hourly wages earned by Aggrieved Employees into their regular rate of pay for purposes of paying them meal period premiums, sick pay, overtime, and double-time wages at the correct rates, in violation of Labor Code §§ 510, 558, and 1194; (2) Defendant allegedly required Aggrieved Employees to work off-the-clock, before their shifts, without compensation, in violation of Labor Code §§ 510, 558, and 1194; and (3) Defendant allegedly required Aggrieved Employees to work seven consecutive days without any premium overtime adjustments, in violation of Labor Code §§ 510, 558, and 1194. As to Plaintiff's failure to blend claim, Defendant's liability was up to \$27,400 in civil PAGA penalties, based on allegedly underpaid overtime wages, meal period premiums, and sick pay. Plaintiff's expert found that there was no underpayment of overtime wages for failing to blend, and only approximately 15% of pay periods exhibited some form of failure to blend sick pay and meal period wages. Defendant also maintained numerous defenses to this claim, including that the payments were discretionary, and that Aggrieved Employees rarely earned any

1 commissions or other non-base hourly wages, so liability, if any, would be minimal. However,
2 because Defendant did acknowledge that there may be some blending issues, this claim was a
3 driving force in reaching the resolution of all claims.

4 17. Based on 1,749 pay periods, Defendant's liability for the off-the-clock claim is up
5 to \$174,900 in theoretical civil PAGA penalties. But Defendant maintained numerous defenses to
6 Plaintiff's off-the-clock claim: among them, Defendant contends that it paid all employees for all
7 hours worked and that Defendant maintained written policies that stated that employees must
8 accurately record all hours worked and expressly forbode employees from working off-the-clock.

9 18. Finally, as to Plaintiff's alleged failure to compensate Aggrieved Employees
10 premium overtime adjustments for working seven consecutive days, Plaintiff's expert found that
11 only 8.6% of pay periods worked exhibited an employee working seven consecutive days without
12 any premium overtime adjustments. This subjected Defendant to up to \$33,700 in theoretical civil
13 PAGA penalties. Again, Defendant maintained numerous defenses to this claim: among them,
14 Defendant contends that it properly paid all employees for working seven consecutive days in a
15 row. However, because Defendant did concede that there may be some issues, this claim was also
16 a driving force in reaching the resolution of all claims.

17 19. Plaintiff also alleges that Aggrieved Employees were routinely denied, and not
18 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked
19 that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every
20 shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each
21 missed first or second meal period. Based on an analysis prepared by Plaintiff's expert based on a
22 sampling of wage and time data provided by Defendant, only 56.5% of the 1,749 pay periods during
23 the PAGA Release Period exhibited at least one unique meal break violation, exposing Defendant
24 to up to \$98,800 in civil PAGA penalties. However, Plaintiff's expert also found that Defendant
25 paid meal period premiums for 97.7% of all meal period violations and there were only 988
26 instances where there was some form of a meal period violation where a premium was not paid.
27 Defendant also maintained various defenses to this claim: that employees always took their meal
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1 periods; that any employee who did not take a meal period voluntarily waived it; that Defendant
2 did not know or have any reasonable reason to know that any employee was working through
3 authorized meal periods; that Defendant maintained legally compliant written meal period policies;
4 and that this claim had significant manageability issues.

5 20. Plaintiff also alleges that Aggrieved Employees were routinely denied, and not
6 authorized to take, a proper, timely, uninterrupted, rest period for every four hours worked, but
7 were not paid premium wages of one hour's pay for each missed rest period. Plaintiff further
8 contends that Defendant maintained unlawful written rest period policies. Because Defendant need
9 not track its employee's rest periods, Plaintiff's expert assumed a 100% violation rate based on
10 Plaintiff's experiences. This subjected Defendant to up to \$174,900 in theoretical civil PAGA
11 penalties. As with meal periods, Defendant maintained various defenses to this claim: that
12 employees always took their rest periods; that any employee who did not take a rest period
13 voluntarily waived it; that Defendant did not know or have any reasonable reason to know that any
14 employee was working through authorized rest periods; that Defendant maintained legally
15 compliant written rest period policies; and that this claim had significant manageability issues.

16 21. Plaintiff sought up to \$174,900 under PAGA for wage statement violations pursuant
17 to Labor Code § 226, premised primarily on "derivative" violations for failing to pay all wages due,
18 as discussed above. As to Plaintiff's non-derivative wage statement claims, Plaintiff's expert found
19 that there were minimal violations. Defendant argued that Plaintiff would not prevail on her
20 underlying unpaid wages and meal and rest period claims at all, so there would be no wage
21 statement penalties awarded. Defendant argued that employees were always appropriately
22 compensated and suffered no injury, such that a condition to recovery of penalties under Labor
23 Code § 226 was not satisfied.

24 22. Plaintiff also alleges that Aggrieved Employees were not reimbursed for all
25 necessary business expenses incurred. Plaintiff alleges that she was required to use her personal
26 cellular phone but was not reimbursed. Plaintiff's expert assumed a 100% violation rate per pay
27 period based on Plaintiff's experiences. This subjected Defendant to up to \$174,900 in theoretical
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1 civil PAGA penalties. Defendant maintained various defenses to this claim: that employees were
2 not required to use their personal cellular phones in order to perform their job duties; that any
3 employee who did use their personal cellular phones did so voluntarily; and that Defendant
4 maintained legally compliant written expense reimbursement policies; and that this claim had
5 significant manageability issues.

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

10 24. If Plaintiff stacked penalties, the maximum value of the PAGA claims would be
11 approximately \$864,100. However, recovery on these claims was not certain. PAGA claims are
12 discretionary, such that the Court could (and almost certainly would) decline to award their full
13 value. The Court could award far less than the maximum value on these penalty claims, particularly
14 where, as here, they greatly exceed the value of the underlying wage claims. Considering the
15 numerous claims asserted by Plaintiff and the obstacles to prevailing on many of them, it is possible
16 that she would not prevail on one or more of them, such that her PAGA claims as to some or all of
17 her claims would also fail. The compromised settlement amount takes these risks into account. A
18 discount on the maximum value of Aggrieved Employees' claims was required (and warranted) to
19 resolve the matter at this stage of the litigation.

20 25. On October 4, 2023, the Parties participated in a mediation session with a respected
21 mediator and retired jurist, Hon. Ronald Sabraw (Ret). During the mediation, the Parties engaged
22 in arm's-length negotiations and reached a resolution of the PAGA claims asserted in this Action.
23 The Parties jointly prepared and executed the Private Attorneys General Act (Cal. Labor Code §
24 2698 et seq.) Settlement Agreement (the "Settlement" or "Settlement Agreement"). A true and
25 correct copy of the Settlement Agreement is attached hereto as **Exhibit C**.
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1 **Settlement Terms:**

2 26. Defendant represents there are approximately 103 Aggrieved Employees who
3 worked up to 1,749 aggregate pay periods during the PAGA Release Period.

4 27. All Aggrieved Employees will receive a pro rata share of the \$15,255.38 allocated
5 to Aggrieved Employees, which shall be distributed based on the number of pay periods each
6 Aggrieved Employee worked for Defendant in California during the PAGA Release Period.
7 Although these calculations will not be made until after approval, a rough estimation of the value
8 to the approximately 103 individuals falling within the definition of “Aggrieved Employee” may
9 be gleaned from the fact that an equal division would provide about \$148.11 to each Aggrieved
10 Employee, net of payments to the LWDA, the Settlement Administrator, attorney’s fees and costs,
11 and an enhancement and general release payment to Plaintiff. The LWDA will be paid a substantial
12 \$45,766.15.

13 28. Phoenix Settlement Administrators, a reputable settlement administration company,
14 has agreed to administer the settlement for no more than \$2,925, submitting a competitive bid.

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

26 30. This case addresses violations of important employee protections embodied in the
27 California Labor Code – namely, that Defendant failed to properly compute commission wages and
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1 other non-base hourly wages earned by Plaintiff and Aggrieved Employees into their regular rate
2 for purposes of paying them overtime and double time wages at the correct rates, in violation of
3 Labor Code §§ 510, 558, and 1194; failed to pay Plaintiff and Aggrieved Employees all minimum
4 wages and overtime wages earned, in violation of Labor Code §§ 510, 558, and 1194; failed to pay
5 Plaintiff and Aggrieved Employees all overtime and double-time wages due, in violation of Labor
6 Code §§ 510, 558, and 1194; failed to provide Plaintiff and Aggrieved Employees with legally
7 compliant rest periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 510,
8 558, and 1194; failed to provide Plaintiff and Aggrieved Employees with legally compliant meal
9 periods, or compensation in lieu thereof, in violation of Labor Code §§ 226.7, 510, 558, and 1194;
10 failed to issue accurately itemized wage statements to Plaintiff and Aggrieved Employees, in
11 violation of Labor Code §§ 226(a) and 226.3; failed to reimburse Plaintiff and Aggrieved
12 Employees for necessary business expenses incurred, in violation of Labor Code § 2802; failed to
13 pay Plaintiff and Aggrieved Employees all accrued, but unused vacation wages both during and at
14 the separation of employment, in violation of Labor Code §§ 201-202 and 227.3; and failed to
15 timely pay Plaintiff and Aggrieved Employees all wages due at the separation of their employment,
16 in violation of Labor Code §§ 201-202. Defendant's realistic maximum theoretical exposure in
17 this Action, without stacking penalties, totals approximately \$174,900 computed by multiplying
18 1,749 aggregate pay periods by \$100 each.

19 31. As discussed throughout the Motion, this Settlement achieves a great value for
20 Plaintiff, Aggrieved Employees, and the State of California. While Defendant's potential liability
21 could be up to \$864,100, if penalties were stacked [*see* Motion at § II(D)], my office is not aware
22 of any California authority that expressly permits the practice of stacking penalties [*see* Motion at
23 § III(B)(2)]. Additionally, Courts have held that a defendant may not be subject to heightened
24 penalties if it was not notified by the Labor Commissioner or any court in California that it was
25 subject to the California Labor Code [*see id.*].

26 32. Defendant contends it acted within the requirements of California law at all times
27 as to all Aggrieved Employees. In particular, Defendant contends that it paid all employees all
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1 wages due. Defendant also contends that it has compliant meal and rest break and expense
2 reimbursement practices. Defendant further contends that not every pay period at issue involved
3 an alleged Labor Code violation subject to civil penalties. Moreover, Defendant maintained that
4 even if the Court did award penalties, the Court could and would substantially reduce the penalties
5 awarded based on the discretionary factors contained in Labor Code § 2699(e)(2). Defendant also
6 argued that it had valid and enforceable arbitration agreements, which could preclude the litigation
7 of PAGA claims on a representative basis altogether, given the United States Supreme Court's
8 ruling in *Viking River Cruises v. Moriana*, 142 S.Ct. 734 (2022).

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10 33. Based on these disputes, which had the potential to completely eliminate Plaintiff's
11 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
12 by a "maximum possible liability" amount of approximately \$174,900, and a net-zero recovery
13 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
14 Settlement achieves a significant benefit – approximately 74% recovery of the maximum possible
15 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
16 set forth in the Settlement Agreement.

17 **Attorneys' Fees:**

18 34. My office is submitting an attorney fee request of \$43,333.33. Based on a projected
19 final lodestar of \$55,155, this yields a "negative multiplier" of approximately 0.78 under the
20 \$43,333.33 fee request. The billing rates used to compute the lodestar are reasonable in view of the
21 evidence submitted herewith. A true and correct copy of my firm's time-task chart is attached hereto
22 as **Exhibit D**.

23 35. As detailed in the first few paragraphs of this declaration, I have practiced law in
24 California since 2007 and most of that time has been dedicated exclusively to representing
25 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
26 and class action contexts. My reasonable hourly rate is \$700; this rate has been approved by judges
27 throughout California over the past year.
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1 36. Mr. Katofsky is a highly skilled and experienced litigator with 23 years of
2 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
3 Law. His hourly rate of \$750 reflects his extensive experience and education and comports to the
4 market rate. This rate has been approved by judges throughout California over the past year.

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

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

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

22 40. Notwithstanding the existence of issues having the potential to eliminate recovery
23 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
24 PAGA awards routinely approved by the courts, but it also recovers monies for PAGA Members
25 which they otherwise would not receive.
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1 41. Representative action work also requires specialized learning and the willingness to
2 take large risks. My office has extensive experience in wage and hour representative action
3 litigation, particularly in the employment context, as detailed herein.

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

6 43. A small firm like ours can only properly litigate a limited number of cases at one
7 time. The requirements of this case were significant. Had we not reached a settlement with
8 Defendant, the demands of this case would have required a significant portion of our resources.
9 We were precluded from taking other employment cases due to the demands of litigating this case.

10 **Counsel's Costs:**

11 44. My firm's total costs are \$15,220.14 and include, among other expenses, filing fees,
12 postage, expert analysis fees, and mediation fees. A true and correct copy of an itemized list of
13 costs incurred by my firm in this action is attached hereto as **Exhibit E**. These costs were
14 reasonably incurred in litigating this matter.

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

16 45. The Parties have agreed that Plaintiff will be paid an enhancement and general
17 release payment in the amount of \$7,500. This payment is intended to recognize the time and effort
18 that Plaintiff spent on behalf of other Aggrieved Employees and the State and for Plaintiff's full
19 general release of claims against Defendant.

20 46. Without Plaintiff's efforts, there would be no recovery at all. The requested award
21 is appropriate to compensate Plaintiff for the risk and expense she incurred in conferring a benefit
22 on the Aggrieved Employees and the State of California, as well as for her full general release of
23 all claims against Defendant. As a result of the named Plaintiff's efforts, the Aggrieved Employees
24 will receive monetary settlement payments, and the State of California will receive \$45,766.15 to
25 be put toward education about and enforcement of California's labor laws.

26 47. Plaintiff is also entering into a full general release against Defendant and its
27 Released Parties, which is far broader than the release by other Aggrieved Employees. Specifically,
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1 Aggrieved Employees are releasing only limited PAGA civil penalty claims, while Plaintiff is
2 releasing all claims which she asserts or could assert against Defendant. No other Aggrieved
3 Employee is subject to this broad form of release.

4 48. The value of Plaintiff's individual wage and hour claims is substantial. Attached
5 hereto as **Exhibit F** is a true and correct copy of Plaintiff's individual damage analysis prepared by
6 my office.

7 49. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action.
8 To resolve the Action, Defendant sought a full general release of Plaintiff's claims.

9 50. Without the resolution and release of Plaintiff's individual claims, litigation would
10 continue in a piecemeal fashion. The Parties wished to avoid further litigation, and agreed that a
11 global resolution of Plaintiff's individual claims and the PAGA claims asserted in the Complaint
12 was in the best interest of all parties involved, and thus, a general release by Plaintiff was
13 appropriate.

14 I declare, under penalty of perjury, under the laws of the State of California, that the
15 foregoing is true and correct. Executed on February 8, 2024, at Westlake Village, California.

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18 DANIEL F. GAINES

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DRL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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September 11, 2020

CALABASAS, CALIFORNIA 91301

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Stonemor California, Inc.
3600 Horizon Blvd Ste 100
Trevose, PA 19053

Defendant mailed certified # 70171070000055470426

Stonemor, Inc.
3600 Horizon Blvd Ste 100
Trevose, PA 19053

Defendant mailed certified # 70171070000055470600

Agent for Service of Process for Stonemor California, Inc.
CSC - Lawyers Incorporating Service
PO Box 7397
Redlands, CA 92375

Agent mailed certified # 70180360000011916267

Agent for Service of Process for Stonemor, Inc.
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Agent mailed certified # 70180360000011916274

Re: ***Labor Code Violations of Stonemor California, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Pamela Williams, a former non-exempt California employee of Stonemor California, Inc. and Stonemor, Inc. ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Our client alleges that Defendants failed to properly compute commission wages and other non-base hourly wages earned by our client and other non-exempt Aggrieved Employees into their regular rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendants failed to properly blend commission wages and other non-base hourly wages and instead paid our client and other non-exempt Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved

Employees of all overtime and double time wages earned. Defendants also failed to blend commission wages and other non-base hourly wages earned by our client and other non-exempt Aggrieved Employees into their sick pay rate, yielding an underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194.

Defendants failed to pay our client and other non-exempt Aggrieved Employees all minimum wages and overtime wages earned, in violation of Labor Code §§ 510, 558, 1194 and 1194.2, premised on an additional theory. Our client and other non-exempt Aggrieved Employees were required to work off-the-clock after they had clocked out for the day. They were required to perform work-related activities, including helping other employees with questions over the phone, all after clocking out from their shift and without compensation. Furthermore, Plaintiff was also oftentimes paid an hourly rate that was less than the legal minimum wage rate. Plaintiff was paid the rate of \$12.00 per hour instead of the applicable minimum wage rate of \$13.00 per hour. This violates Labor Code §§ 510, 558, 1194 and 1194.2. Plaintiff alleges these claims on behalf of herself and other non-exempt Aggrieved Employees.

Defendants also failed to pay our client and other non-exempt Aggrieved Employees all overtime and double-time wages due during their employment, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 based on an additional theory. Plaintiff would routinely work seven consecutive days, but was not paid overtime wages for all hours worked on the seventh consecutive day of work and double-time wages for all hours worked over eight (8) hours in a workday on the seventh consecutive day of work. This violates Labor Code §§ 510, 558, 1194 and 1194.2. Plaintiff alleges this claim on behalf of herself and other non-exempt Aggrieved Employees.

Defendants failed to pay premium wages to our client and non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and 1194 and IWC Wage Order 2-2001. Our client and all other non-exempt Aggrieved Employees were routinely not authorized and unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Defendants also paid our client on a commission basis when she earned commissions in excess of her total weekly earnings based on an hourly rate of \$12.00 (if her commissions exceeded her hours worked multiplied by \$12.00, she would only earn the commission wages, but not the hourly wages). However, when her commission did exceed her hourly pay, she would not be separately compensated for rest periods. This violates Labor Code §§ 226.7, 558 and 1194 and IWC Wage Order 2-2001 and Plaintiff alleges this claim on behalf of herself and other non-exempt Aggrieved Employees.

Defendants failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 2-2001. Our client and non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that

exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. Frequently, our client and other non-exempt Aggrieved Employees would clock out for their meal period and continue working without compensation. This violates Labor Code §§ 226.7, 510, 512, 1194 and 1194.2 and IWC Wage Order 2-2001.

Our client alleges that Defendants failed to provide her and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other non-exempt Aggrieved Employees were not paid all minimum, overtime, and double-time wages due and meal and rest period premium wages due. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Separately, the wage statements issued to our client and other non-exempt Aggrieved Employees failed to set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3 (the overtime rates are simply omitted for certain entries). The wage statements issued to our client and other Aggrieved Employees also failed to set forth the correct name of the legal entity that is the employer, in violation of Labor Code §§ 226(a)(8) and 226.3—the wage statements set forth the employing entity as Stonemor, Inc. instead of Stonemor California, Inc.

Defendants also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cellular phone or other mobile device, while working for Defendants. Labor Code § 2802 states that an employer must indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants' failure to do so has violated this section.

Defendants also failed to pay our client and Aggrieved Employees for all accrued, but unused vacation wages both during and at the separation of employment, instead requiring annual forfeiture. This violates Labor Code § 227.3 and Labor Code §§ 201-202.

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

Labor & Workforce Development Agency
Stonemor California, Inc.
Stonemor, Inc.
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Corporation Service Company
September 11, 2020
Page 4

at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

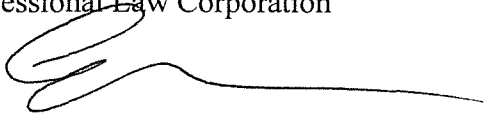
The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

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

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Pamela Williams v. Stonemor, Inc.
San Mateo County Superior Court, Case No. 20-CIV-05216

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant Stonemor GP, LLC (“Defendant”), Plaintiff Pamela Williams (“Plaintiff”), for herself and in her capacity as a representative of the State of California on behalf of other Aggrieved Employees (defined below), and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”)

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of California, County of San Mateo, Case No. 20-CIV-05216 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000) (hereinafter referred to as the “PAGA Gross Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s attorneys’ fees and costs in connection with the Litigation, an enhancement and general release payment to Plaintiff, and the expenses of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all individuals who currently and/or formerly worked for Defendant in California as hourly and/or non-exempt employees at any time from September 11, 2019 through October 4, 2023 (the “PAGA Release Period”). Defendant represents that the total number of Aggrieved Employees is approximately 103 individuals who worked approximately 1,749 pay periods during the PAGA Release Period.
- (b) “Court” means the Superior Court for the State of California, County of San Mateo.

- (c) “Defense Counsel” or “Counsel for Defendant” is:

Robert D. Eassa, Esq.
Eisha Perry, Esq.
DUANE MORRIS LLP
Spear Tower
One Market Plaza, Suite 2200
San Francisco, CA 94105

- (d) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.
- (e) “First Amended Complaint” means the operative Complaint filed by Plaintiff in the Action on or about January 5, 2021, which asserts a single cause of action under the PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1194, 2802, and 2699.
- (f) “Plaintiff’s Counsel” is:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

Article II.

Background.

Section 2.01 Background.

- (a) On September 11, 2020, Plaintiff, on behalf of herself and similarly situated aggrieved employees, submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) memorializing claims against Defendant for violations of the California Labor Code, including claims for failure to pay Plaintiff and other Aggrieved Employees all wages earned, in violation of Labor Code sections 510, 558, and 1194; failure to pay premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 510, 558 and 1194 and IWC Wage Order 2-2001; failure to pay premium wages to Plaintiff and other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 2-2001; failure to provide Plaintiff and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3; failure to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802; failure to pay Plaintiff and other Aggrieved Employees all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202, in violation of Labor Code §§ 201, 202, and 227.3.

- (b) On November 24, 2020, Plaintiff filed her Complaint in the Superior Court of the State of California, County of San Mateo, entitled *Pamela Williams, et al. v. Stonemor, Inc., et al.*, Case No. 20-CIV-05216. On January 5, 2021, Plaintiff filed the operative First Amended Complaint. On December 23, 2021, Plaintiff filed an Amendment to Complaint to correct the name of the defendant from Stonemor, Inc. to Stonemor GP, LLC. Through this Settlement, the Parties have agreed to resolve Plaintiff's claims under the PAGA based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1194, 2802, and 2699 premised on Defendant's alleged failure to pay all wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements.
- (c) On October 4, 2023, the Parties engaged in mediation with Judge Ronald Sabraw (Ret.), an experienced and reputable wage and hour and PAGA action mediator. In advance of mediation, the Parties engaged in informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (d) The Parties agree that the investigation and evaluation discussed above, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (e) This Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendant denies each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

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Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01(a).

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Litigation as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to them.

Section 4.02 Settlement Payment Procedures.

(a) Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant shall pay the total amount of One Hundred Thirty Thousand Dollars (\$130,000) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.15 herein is invoked. In the

event that this Agreement is canceled, rescinded, terminated, voided or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33-1/3%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$18,000 (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Defendant will not oppose or object to Plaintiff's Counsel's application for fees and costs consistent with this section. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (3) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel Payment, up to \$7,500 to Plaintiff as an enhancement and general release payment, and up to \$4,000 to compensate the parties' chosen Settlement Administrator. Seventy-five percent (75%) of the Net Settlement Fund, which shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees.
- (4) The Twenty-Five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.
- (5) Defendant shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.
- (6) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within thirty (30) calendar days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the

information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

- (7) No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, the Settlement Administrator, Plaintiff for her enhancement and general release payment, and the LWDA to satisfy their payments herein.
- (8) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (9) 100% of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

Defendant has denied and continues to deny all claims asserted in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendant or Released Parties to any other party or to any other person whomsoever. Defendant has agreed to resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendant does not waive, and is expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to

challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

Section 5.02 Non-Evidentiary Use.

This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action, and may only be used as evidence of the resolution detailed herein. However, neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 5.03 Nullification.

(a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the Action with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (h) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's First Amended Complaint, including but not limited to California Labor Code sections 201, 202, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1194, 2802, and 2699 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

Section 6.02 General Release as to Plaintiff's Claims

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

prior to the date of Plaintiff's execution of this Agreement related in any way to her employment with Defendant or separation thereof from Defendant ("Plaintiff's General Release").

The scope of Plaintiff's General Release extends to claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act (to include but not limited to, acting as a PAGA representative), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the California Family Rights Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination, and/or retaliation on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders, failure to prevent harassment, discrimination, and/or retaliation, failure to accommodate, failure to engage in the interactive process, retaliation; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have prior to the date of Plaintiff's execution of this Agreement. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for Plaintiff's General Release to be as broad as possible.

Plaintiff represents and acknowledges that the enhancement and general release payment contained herein shall constitute the entire consideration provided to Plaintiff and Plaintiff will not seek any further compensation for any claim, damage, cost, or attorney's fees in connection with the matters encompassed in the Agreement. Plaintiff represents and acknowledges that the enhancement and general release payment contained herein constitutes a full satisfaction and accord of any claims Plaintiff has or may have against any of the Released Parties. Plaintiff

acknowledges the Payment constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in the Agreement.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

Non-Waivable Rights: Plaintiff's General Release does not apply to any claims that cannot be released as a matter of law. The provisions of this Section 6.02 also do not preclude filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, she waives the right to recover any damages or to receive other relief directly from the Released Parties in any claim or suit brought by or through the EEOC, NLRB, OSHA or any other federal, state, or local agency on her behalf.

Section 6.03 Tax Treatment and Tax Indemnification.

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/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 Aggrieved Employee's share of any state or federal tax obligation, and shall not seek any indemnification from Defendant in this regard. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall their tax advisor. The Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel.

Article VII.

Miscellaneous Provisions.

Section 7.01 Voluntariness and Advice of Counsel.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. The Parties to this Agreement are represented by competent counsel, and they have had the opportunity to consult with competent counsel. Plaintiff, Defendant, and their respective legal counsel believe it is in their best interests to enter into this Agreement at this time. Plaintiff and her counsel, acting in the best interest of the Aggrieved Employees, wish to resolve this matter in a fair and cost-effective manner that benefits the Aggrieved Employees without the expense, delay, diversion, and risk of protracted and complex litigation. The Parties to this Agreement agree that it reflects a good faith compromise of their claims, based upon their assessment of the mutual risks and costs of further litigation.

Section 7.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.03 No Modifications and Void *Ab Initio*.

This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reached and it will be as if the Agreement was never entered into. If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms

Section 7.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or

to avail any remedy to any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.07 Headings and Captions.

Paragraph titles or captions contained in the Agreement 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 provision thereof.

Section 7.08 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement. Plaintiff and her counsel also will not post any information about the Settlement on social media or their firms' websites.

Section 7.09 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not

be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.11 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.12 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover her/their reasonable attorneys' fees and costs.

Section 7.13 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.14 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.15 Escalator Provision.

This settlement is based on Defendant's representation that there are no more than approximately 1,749 pay periods at issue ("Affected Pay Periods") worked by approximately 103 Aggrieved Employees during the PAGA Release Period. If the actual number of pay periods or Aggrieved Employees is 10% higher or more on the Effective Date, Defendant shall increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods or Aggrieved Employees, whichever increase is larger.

Section 7.16. Entire Agreement

This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and

memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warrant, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: December 15, 2023

STONEMOR GP, LLC

By Lorena L. Trujillo
Its Vice President and General
Counsel

Dated: October __, 2023

By _____
PAMELA WILLIAMS

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

GAINES & GAINES, ALPC

Dated: October __, 2023

By: _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

DUANE MORRIS LLP

Dated: December 15, 2023

By: Eisha Perry
Robert D. Eassa, Esq.
Eisha Perry, Esq.
Attorneys for Defendant

memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warrant, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: October __, 2023

STONEMOR GP, LLC

By _____
Its _____

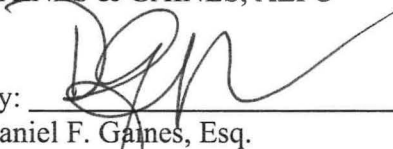
Dated: October ^{10 / 20 / 2023} __, 2023

By Pam Williams
PAMELA WILLIAMS

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: October ²⁰ __, 2023

GAINES & GAINES, ALPC

By: 
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

DUANE MORRIS LLP

Dated: October __, 2023

By: _____
Robert D. Eassa, Esq.
Eisha Perry, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

PAMELA WILLIAMS, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

STONEMOR, INC., a Delaware corporation,
STONEMOR CALIFORNIA, INC., a
California corporation, and DOES 1 through
10, inclusive,

Defendants.

Case No. 20-CIV-05216

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who currently and/or formerly worked for Defendant Stonemor GP, LLC (“Defendant”) in California, as a non-exempt employee at any time between September 11, 2019 and October 4, 2023. (“Aggrieved Employee”).

On November 24, 2020, Plaintiff Pamela Williams (the “Plaintiff”) commenced a lawsuit in the Superior Court of California, County of San Mateo, Case Number 20-CIV-05216 to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

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

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (d) failure to provide accurate, itemized wage statements; (e) failure to timely pay wages upon separation of employment; (f) failure to reimburse all necessary business expenses; (g) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (h) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's First Amended Complaint, including but not limited to California Labor Code sections 201, 202, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1194, 2802, and 2699 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

EXHIBIT D

Williams v. StoneMor, Inc.**Attorney Time/Task**

Task	Daniel F. Gaines, Esq. \$700/hr	Alex P. Katofsky, Esq. \$750/hr	Evan S. Gaines, Esq. \$625/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action	1.5		2.5
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same	0.4		1.9
Draft and file PAGA Complaint and related research; Communications with Client re same	0.3		2.2
Draft, revise, and file First Amended Complaint and related research; Communications with Defense and Client re same	0.8		1.8
Draft and revise Case Management Statements; Attend Case Management Conferences; Draft, revise, and file Case Management Orders and related communications with Defense	1.2	4.2	1.6
Draft, revise, and file Doe Amendment and related research; Communications with Defense and Client re same	0.2		0.7
Draft and review formal discovery; Meet and Confer with Defense re Belaire notice; Related research re PAGA limitations period; Obtain bids from administrators; Draft, review, and file Stipulation re Belaire Notice	2.1	0.7	3.4
Prepare mediation informal discovery letter and related communications with Defense Counsel and Client; Obtain mediator availability and communication with Defense re same	1.5	0.4	2.0
Draft, revise, and file Joint Stipulation to Continue Case Management Conference; Communications with Defense re same	0.2		0.5
Review and preparation for mediation; Related legal research; Review Defendant's informal document production, Prepare mediation brief, damage model, and related exhibits; Communications with Client and Expert re damage analysis	6.1	1.2	2.5
Attend mediation via Zoom with Hon. Ronald Sabraw (Ret.); Communications with Client re mediation		10.0	0.6

Williams v. StoneMor, Inc.**Attorney Time/Task**

Task	Daniel F. Gaines, Esq. \$700/hr	Alex P. Katofsky, Esq. \$750/hr	Evan S. Gaines, Esq. \$625/hr
Research, review, and preparation of PAGA settlement agreement and PAGA notice and other exhibits; Further communications and discussions with Defense Counsel and Client re same	3.9	0.5	0.2
Communications with Client re settlement; Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel	8.7	3.1	2.5
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Client	5.0	5.0	
Total Hours:	31.9	25.1	22.4
Total Lodestar Per Attorney:	\$22,330.00	\$18,825.00	\$14,000.00
Total All Attorneys:	79.4	\$55,155.00	

EXHIBIT E

**Pamela Williams v. Stonemor, Inc.
Gaines Gaines, APLC Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees	\$ 1,371.49
Postage	\$ 116.45
Mediation	\$ 10,788.20
Expert analysis fee	\$ 2,610.00
Future estimated expenses -	\$ 334.00
• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$82.00 • Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$227.00 • Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$25.00	
TOTAL EXPENSES	\$ 15,220.14

EXHIBIT F

Williams v. StoneMor, Inc.
Williams Individual Damage Model

Assumptions

October 1, 2019 - April 1, 2020 Plaintiff's approximate dates of employment
130 Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for 26 weeks = 130)
\$13.00 Plaintiff's average hourly rate during her employment

Labor Code 203 - Waiting Time Penalties

\$113.75 Average daily wage for Plaintiff (\$13 x 8 hours + \$19.5 OT x 0.5 hours)
30 days x \$113.75/average daily wage
\$3,412.50 Total Waiting Time Penalties

Labor Code 226.7/512 - Failure to Provide Meal Periods

130 Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for 26 weeks = 130)
\$13.00 Plaintiff's hourly rate during her employment
100% Violation rate (estimated)
\$1,690.00 Total Meal Period Premium Wages

Labor Code 226(e) - Wage Statement Penalties

7 Approximate number of pay periods Plaintiff worked during PAGA Period
\$50 per initial violation (1 x \$50) and \$100 per subsequent violation (6 x \$100)
\$650.00 Total Wage Statement Penalties

Labor Code 432.5 - Illegal Contract Terms Penalties

7 Approximate number of pay periods Plaintiff worked during PAGA Period
\$100 per violation (7 x \$100)
\$700.00 Total Illegal Contract Penalties

Labor Code 510/1194 - Failure to Pay all Overtime Wages Due (Estimate based on 30 minutes OTC/day)

130 Approximate number of shifts worked by Plaintiff during her employment (5 shifts a week for 26 weeks = 130)
\$9.75 Total estimated unpaid overtime per shift (\$19.5 x 0.5)
\$1,267.50 Total Unpaid Wages

\$7,720.00 TOTAL PENALTIES AND WAGES, EXCLUDING ATTORNEYS' FEES & COSTS