

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
27200 Agoura Rd., Suite 101
5 Calabasas, CA 91301
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

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

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES—NORTHWEST DISTRICT**

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

13 Plaintiffs,

14 v.

15 ALL VALLEY WASHER SERVICE, INC.,
16 a California corporation, and DOES 1
through 10, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

CASE NO: 21VECV00026

*Assigned to the Hon. Bernie C. La Forteza,
Dept. U*

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

Date: December 13, 2021

Time: 8:30 a.m.

Dept.: U

Complaint Filed: January 11, 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 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Yesenia Aguayo ("Plaintiff") in this
4 action. I have personal knowledge of the facts set forth herein and if called as a witness to testify
5 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. Since becoming a member of the Bar, I have practiced law with my partner/father,
14 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
15 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted
16 to complex employment litigation similar to the instant action.

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

23 **Background and Procedural History**

24 6. On October 20, 2020, pursuant to Labor Code § 2699.3, Plaintiff gave written notice
25 by online filing with the LWDA and by certified mail, return receipt requested, to Defendant of the
26 specific provisions of the Labor Code alleged to have been violated, including the facts and theories
27 to support the alleged violation. Attached hereto as **Exhibit B** is a true and correct copy of
28 Plaintiff's October 20, 2020 letter to the LWDA. On January 11, 2021, and after the LWDA

1 declined to take action within the statutorily permissible time with respect to Plaintiff's October
2 20, 2020 letter, Plaintiff filed her representative action complaint in this Court.

3 7. Defendant All Valley Washer Service, Inc. provides Coin-op, Card-op & Phone-app
4 laundry systems throughout California. Defendant primarily services and installs laundry
5 machines. Defendant employed Plaintiff from November 2018 through January 2020 as a non-
6 exempt Sales Assistant in Van Nuys, California. The Aggrieved Employees are current and former
7 non-exempt employees employed by Defendant in California at any time during the Settlement
8 Period.

9 8. Plaintiff asserts claims that Defendant failed to pay Plaintiff and Aggrieved
10 Employees all wages due including all minimum wages and overtime wages in violation of Labor
11 Code §§ 246, 510, and 1194; failed to provide legally compliant rest breaks to Plaintiff and
12 Aggrieved Employees in violation of Labor Code § 226.7; failed to provide legally compliant meal
13 breaks to Plaintiff and Aggrieved Employees in violation of Labor Code §§ 226.7 and 512; failed
14 to issue accurately itemized wage statements to Plaintiff and Aggrieved Employees, in violation of
15 Labor Code §§ 226(a) and 226.3; and failed to timely pay wages to Aggrieved Employees in
16 violation of Labor Code §§ 201-203. Plaintiff asserts these claims under PAGA, seeking civil
17 penalties for the alleged Labor Code violations.

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

19 9. Concurrently with the filing of this Motion, Plaintiff submitted the Settlement
20 Agreement, together with this Motion and all supporting documents, to the LWDA via online
21 upload on November 16, 2021. Service of the LWDA is reflected on the Declaration of Service
22 submitted herewith.

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

24 10. My office engaged in informal discovery of Defendant's alleged Labor Code
25 violations, which specifically targeted evaluating the strength and value of the PAGA claims in
26 preparation for a resolution of this Action.

27 11. My office obtained and reviewed multiple documents, including (i) Plaintiff's
28 employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff

1 and other Aggrieved Employees, and (iii) data relating to the number of alleged violations and the
2 value of the recoverable penalties.

3 12. Based on the information received, as well as through discussions with Defendant's
4 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
5 the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct a
6 damage model that calculated the maximum realistic amount of PAGA penalties that could be
7 levied against Defendant within the Release Period. Defendant, however, disputed Plaintiff's
8 claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

9 13. On July 15, 2021, the Parties participated in a mediation session with respected
10 mediator Hon. Melinda A. Johnson (Ret.). During the mediation, the parties engaged in arm's-
11 length negotiations but reached an impasse. Thereafter, Judge Johnson successfully brought the
12 parties to agree on a resolution of the PAGA claims asserted in the action. The Parties jointly
13 prepared and executed the Settlement Agreement. Attached hereto as **Exhibit C** is a true and
14 correct copy of the Parties' Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement
15 Agreement.

16 **Settlement Terms:**

17 14. All employees that performed work for Defendant during the Release Period will
18 receive a pro rata share of the \$11,153.30 allocated to Aggrieved Employees, which shall be
19 distributed based on the number of pay periods each Aggrieved Employee worked for Defendant
20 in California during the Release Period.

21 15. Although these calculations will not be made until after approval, a rough estimation
22 of the value to the 111 individuals falling within the definition of "Aggrieved Employee" may be
23 gleaned from the fact that an equal division would provide about \$100.48 to each Aggrieved
24 Employee, net of payments to the LWDA, to the Settlement Administrator, attorney's fees and
25 costs. The LWDA will be paid \$33,459.88.

26 16. This case addresses alleged violations of important employee protections embodied
27 in the California Labor Code – namely, that Defendant failed to compensate Plaintiff and Aggrieved
28 Employees with all overtime wages, failed to provide legally compliant rest breaks to Plaintiff

1 Aggrieved Employees, in violation of Labor Code § 226.7, failed to provide legally compliant meal
2 breaks to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226.7 and 512, failed
3 to timely pay wages to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 201-
4 203, and failed to issue accurately itemized wage statements to Plaintiff and Aggrieved Employees,
5 in violation of Labor Code §§ 226(a) and 226.3. Defendant's maximum theoretical exposure in
6 this action, without stacking potentially duplicative and oppressive penalties, totals approximately
7 \$417,500 computed by multiplying 4,175 pay periods by \$100 each.

8 17. Defendant contends it acted within the requirements of California law at all times
9 as to all Aggrieved Employees. It further contends that not every pay period at issue involved an
10 alleged Labor Code violation subject to civil penalties. Based on these disputes, which had the
11 potential to completely eliminate Plaintiff's recovery, the range of realistic "litigation outcomes"
12 on the Plaintiff's PAGA claim was defined by a "maximum possible liability" amount of
13 approximately \$417,500 based on 4,175 pay periods in the Release Period, without stacking claims,
14 at \$100 per violation. Notwithstanding the existence of such issues, the Settlement achieves a
15 significant benefit. As such, this factor weighs very heavily in favor of resolution by way of the
16 compromise set forth in the Settlement.

17 **Attorneys' Fees:**

18 18. The results achieved by my office are significant, as Defendant has agreed to pay
19 \$111,000 pursuant to the Settlement. This is a significant recovery given the risk of success in
20 obtaining any recoverable penalties.

21 19. Such results were achieved in the face of significant risks. Defendant maintained
22 defenses to Plaintiff's PAGA claims that very well could have resulted in a net-zero recovery at
23 trial.

24 20. Notwithstanding this risk of loss, my office undertook representation of the instant
25 PAGA claim for the benefit of the State of California on a contingency basis. This not only required
26 my office to personally assume the risk of nonpayment in securing the very substantial financial
27 benefit the State of California stands to receive, but constitutes a "loan" on my offices' services –
28

1 both of which are factors warranting fee enhancement under applicable California Supreme Court
2 authority.

3 21. My offices' fee request of \$44,400 (40% of the Gross Settlement Amount) is fair
4 and reasonable based on a percentage of the recovery, and as well as when confirmed with a lodestar
5 cross-check. This is also consistent with my offices' experience in similar wage and hour class
6 action matters. Based on a projected final lodestar of \$ 35,730, this yields a multiplier of 1.24 over
7 the \$44,400 fee request. Attached as **Exhibit D** is a true and correct copy of the calculation of the
8 professional services rendered in this matter that was used to compute the lodestar.

9 22. I have spent, and expect to spend, a total of 12.6 hours on this matter. Our of
10 counsel, Alex P. Katofsky, will spend a total of 25.3 hours on this matter. Our senior associate
11 Sepideh Ardestani has spent 4.1 hours on this matter. Our senior associate Evan S. Gaines has
12 spent 10.7 hours on this matter. Our of counsel, Miriam L. Schimmel, has spent 2.0 hours on this
13 matter.

14 23. Over the past year, several California courts have approved the attorney hourly rates
15 proffered here as reasonable. My reasonable hourly rate is \$650. This is the rate prevailing in the
16 community for similar work performed by attorneys of comparable skill, experience, and
17 reputation, and has been approved as reasonable by several California state and federal courts over
18 the past nine months. Based on my education and experience as detailed above, this rate is
19 reasonable.

20 24. Mr. Katofsky is a highly skilled and experienced litigator with over 20 years of
21 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
22 Law. His hourly rate of \$700 is reasonable based on his education and experience and comports to
23 the market rate; it has been approved as reasonable by other California courts.

24 25. Ms. Ardestani is an eleven-year lawyer with experience in litigation matters,
25 including employment law and class and representative actions. She is a 2004 graduate of
26 University of California, Los Angeles (B.A.), a 2009 graduate of Whittier School of Law (J.D.),
27 and a 2010 graduate of Santa Clara School of Law (L.L.M.). Her hourly rate of \$550 is reasonable
28

1 based on her education and experience and comports to the market rate; it has been approved as
2 reasonable by other California courts.

3 26. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of
4 Law. He graduated from the University of California, Santa Barbara in 2005. Evan's reasonable
5 hourly rate is \$550, which is based on his education and experience. This rate comports to the
6 market rate and has been approved by other California courts as reasonable.

7 27. Ms. Schimmel is also a highly skilled and experienced litigator, with over 21 years
8 of experience, primarily representing employees and employers in employment-related
9 litigation. She earned her Juris Doctor in 1996 from Loyola Law School, Los Angeles. Her hourly
10 rate of \$750 is reasonable based on her education and experience and comports to the market rate;
11 it has been approved as reasonable by other California courts.

12 28. Amelia Booth and Beatriz Franco are support staff in my office. They have
13 performed 0.4 hours and 1.5 hours (respectively) on this matter. Their reasonable fee is \$100 per
14 hour.

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

18 30. Furthermore, as described above, the Aggrieved Employees and the State of
19 California reaped significant benefits. The success achieved by the Settlement supports my firm's
20 fee request.

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

25 **Counsel's Costs:**

26 32. My firm's total costs are \$7,986.82 and include, among other expenses, mediation
27 fees and expert analysis fees. A true and correct copy of an itemized list of costs incurred by my
28

1 firm in this action is attached hereto as **Exhibit E**. These costs were reasonably incurred in
2 litigating this matter.

3 **Plaintiff Aguayo's General Release Payment**

4 33. Ms. Aguayo is entering into a full general release against Defendant and its Released
5 Parties, which is far broader than the release by other Aggrieved Employees. Specifically,
6 Aggrieved Employees are releasing only PAGA civil penalty claims, while Ms. Aguayo is releasing
7 all her Labor Code claims which underlie the PAGA claims she asserts. No other Aggrieved
8 Employee is subject to this broad form of release.

9 34. This broad release was negotiated (and necessary) to resolve the Action. Plaintiff
10 threatened to assert her individual claims, either in arbitration or in litigation, and Defendant
11 required that they be resolved in connection with the resolution of the Action. Without the
12 resolution and release of Plaintiff's individual wage claims, litigation would continue in a
13 piecemeal fashion, and Defendant is buying peace with this settlement, such that its objectives
14 would not be achieved absent the general release.

15 35. Ms. Aguayo's individual claims have real value and were negotiated separately from
16 the settlement of the representative claims. In exchange, Plaintiff is giving a general release, which
17 includes all of the overtime, meal and rest break violations within the applicable four-year statute
18 of limitations¹. This compensates him both for a general release (with Civil Code section 1542
19 waiver) as to all claims – including his underlying Labor Code claims for overtime wages, rest
20 period premiums, wage statement penalties, and waiting time penalties and for her service in the
21 Action, as detailed more extensively in the motion and her separate declaration. This is a reasonable
22 payment for Ms. Aguayo's efforts in this matter and the valuable claims she is waiving against
23 Defendant. Plaintiff's individual claims are calculated here:

24 \\\

25 \\\

26 \\\

27 ¹ Ms. Aguayo was employed by Defendant from November 2018 through January 20, 2020.
28 Based on her usual schedule of five shifts per week, the time period encompasses 310 shifts.

LABOR CODE VIOLATION	FACTS	CALCULATION	TOTAL
Labor Code § 226.7	310 shifts worked during the applicable statute of limitations	x \$16.50/hour x 100% violation rate	\$5,115 unpaid rest period premiums
Labor Code §§ 226.7, 512	310 shifts worked during the Release Period	x \$16.50/hour x 100% violation rate	\$5,115 unpaid meal period premiums
Labor Code § 203	\$132 average daily wage	x 30 days	\$3,960 waiting time penalties
Labor Code § 226(e)	31 pay periods worked during the Release Period	\$50 per initial violation (1 x \$50) + \$100 per subsequent violation (30 x \$100)	\$3,050 wage statement penalties
Labor Code §§ 510, 1194	Estimated 1 hour of unpaid overtime per week	\$24.75 x 1 shift/wk x 62 weeks	\$1,534.50 unpaid overtime wages
		TOTAL WAGES AND PENALTIES DUE:	\$18,774.50

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 16th day of November 2021 at Calabasas, California.

Daniel F. Gaines
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES&GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

October 20, 2020

Via Certified Mail

Labor & Workforce Development Agency
By online submission

All Valley Washer Service, Inc.
15008 Delano St.
Van Nuys, CA 91411

Defendant mailed certified # 70180360000011916649

Agent for Service of Process for All Valley Washer Service, Inc.
James Ronald Feinstein
15008 Delano St.
Van Nuys, CA 91411

Agent mailed certified # 70180360000011916656

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

Dear LWDA:

This office represents Yesenia Aguayo, a former non-exempt California employee of All Valley Washer Service, 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 Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to blend bonus wages, commission wages, and other non-base hourly wages earned by our client and other Aggrieved Employees into their sick pay rate, yielding an underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194. Defendant failed to properly blend bonus wages, commission wages, and other non-base hourly wages and instead paid our client and other Aggrieved Employees sick pay based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all wages earned.

Labor & Workforce Development Agency
All Valley Washer Service, Inc.
James Ronald Feinstein
October 20, 2020
Page 2

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001. Our client and all other 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. When rest periods were provided, our client and Aggrieved Employees were not permitted to leave the work premises, resulting in an on-duty rest period. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001.

Defendant failed to pay premium wages to our client and other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. Our client and 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. Defendant would also alter our client's and Aggrieved Employees' timecards to avoid paying meal period penalties. This violates Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001.

Our client alleges that Defendant failed to provide her and other 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 Aggrieved Employees were not paid all wages due and meal and rest period premium wages due. As such, the wage statements provided by Defendant 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.

Our client further alleges that Defendant 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 Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

The \$75 PAGA filing fee has been submitted to the LWDA online via its website concurrently with the transmission of this letter.

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

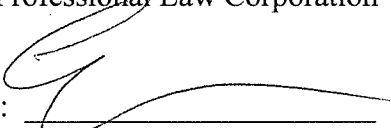
Our office awaits your response.

Labor & Workforce Development Agency
All Valley Washer Service, Inc.
James Ronald Feinstein
October 20, 2020
Page 3

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

Yesenia Aguayo v. All Valley Washer Service, Inc.
Los Angeles County Superior Court
Case Number 21VECV00026

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 All Valley Washer Service, Inc. (“Defendant”) and Plaintiff Yesenia Aguayo (“Plaintiff”), on behalf of herself, Aggrieved Employees (defined below), on behalf of the State of California. (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Los Angeles County Superior Court case number 21VECV00026 (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 Eleven Thousand Dollars (\$111,000.00) (hereinafter referred to as the “Gross Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs in connection with this Agreement and a general release payment to Plaintiff Aguayo. 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 current and former non-exempt employees employed by All Valley Washer Service, Inc. in California at any time during the Settlement Period (October 20, 2019 through August 18, 2021). Defendant represents that the total number of Aggrieved Employees is no more than 111 individuals and there are a total of 4,175 pay periods during the Settlement Period.

- (b) "Complaint" means the Complaint filed by Plaintiff on or about January 11, 2021 which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226(a), 226.7, 246, 510, 512, 558, and 1194.
- (c) "Court" means the Superior Court for the State of California, County of Los Angeles.
- (d) "Defense Counsel" or "Counsel for Defendant" is:

Jonathan Fraser Light, Esq.
Brier Miron Setlur, Esq.
LIGHTGABLER
760 Paseo Camarillo, Suite 300
Camarillo, California 93010

- (e) "Effective Date" means the date the Court approves the settlement of the PAGA penalties as described in this Agreement and dismisses the Action with prejudice.
- (f) "Plaintiff's Counsel" is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301

- (g) "Settlement Period" means the time period from October 20, 2019 through August 18, 2021.
- (h) "Settlement Administrator" means the third-party settlement administrator Phoenix Class Action Administration Solutions for administration of this settlement following Court approval.

Article II.

Background.

Section 2.01 **Background.**

- (a) On January 11, 2021, Plaintiff Aguayo filed a complaint in the Superior Court of the State of California for the County of Los Angeles styled, *Yessenia Aguayo v. All Valley Washer Service, Inc.*, Case No. 21VECV00026. The Complaint alleges as a single representative cause of action on behalf of Plaintiff, the State of California and other Aggrieved Employees pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226(a), 226.7, 246, 510, 512, 558, and 1194 premised on Defendant's alleged failure to pay all sick pay wages, provide all meal and rest periods, or premium compensation in lieu thereof,

timely pay wages due at separation of employment, and issue complete and accurate wage statements.

- (b) The Parties have engaged in extensive motion practice and have exchanged formal and informal discovery. The Parties reached this Agreement on August 18, 2021, only after such discovery and investigation was performed, following a mediation with Hon. Melinda Johnson (Ret.) on July 15, 2021.
- (c) This Agreement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court approving the payment of the 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 Gross Settlement Amount as described in this Agreement.

The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the Gross Settlement Amount as described in this Agreement or decline to dismiss the Action, 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 it.

Section 3.02 Settlement Payment Procedures.

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

- (1) Defendant agrees to pay a total amount of One Hundred Eleven Thousand Dollars (\$111,000.00) to settle this matter. This amount, *i.e.*, the 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 claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of herself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in

connection with this Agreement. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, 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 Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to mediation. 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) The "Net Settlement Amount" shall be calculated by deducting from the Gross Settlement Amount up to 40% of the Gross Settlement Amount (projected to be \$44,400) for the payment of Plaintiff's Counsel's fees, up to \$10,000 for the payment of Plaintiff's Counsel's costs, \$10,000 to Plaintiff in exchange for her general release of all claims against Defendant, and up to \$4,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Amount will be comprised of approximately \$42,600. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$31,950, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Amount, or approximately \$10,650, shall be distributed to the Aggrieved Employees.
- (3) The twenty-five percent (25%) of the Net Settlement Amount 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 Settlement 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 Settlement Period multiplied by the Pay Period Value.
- (4) Defendant shall pay the Gross Settlement Amount via wire, bank transfer or certified funds to the Settlement Administrator no more than ten (10) calendar days after the Effective Date. The Settlement Administrator will hold the funds in a Qualified Settlement Fund. The Settlement Administrator will provide to Defendant's attorney a W-9 form for the Qualified Settlement Fund prior to its funding of the Gross Settlement Amount.
- (5) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees within ten (10) calendar days after the Effective Date. This contact 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.
- (6) No later than fifteen (15) calendar days after the Gross Settlement Amount has been paid, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their 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.

- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. 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.
- (8) 100% of the 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 IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

This Agreement is admissible for purposes of obtaining court approval of the settlement and is intended to be binding on the parties. It is also admissible in the event that either Party is required to file a motion to enforce any of the terms of the Agreement. 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. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

Invalidation of any material provision 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.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, on behalf of herself, her heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Complaint or which could have been asserted in the Complaint based on the facts pled therein ("Released Claims") that accrued during the Settlement Period.

Section 5.02 General Release By Plaintiff Aguayo.

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Agreement, Plaintiff Aguayo shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of her signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff Aguayo shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law,

the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Notwithstanding Section 1542, each party understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff Aguayo's employment or separation from employment with Defendant, or any other matters that existed between Plaintiff Aguayo and Released Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that each party intentionally waives any rights such party may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

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.

Section 6.02 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 6.03 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 6.04 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.

Section 6.05 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 6.06 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 6.07 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 6.08 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 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 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment of the Gross Settlement Amount (which is addressed in Section 6.12 herein), the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator Hon. Melinda Johnson (Ret.), and then, if unsuccessful, to the Los Angeles County Superior 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 his/her/its/their reasonable attorneys' fees and costs.

Section 6.10 Binding.

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 6.11 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 6.12 Default; Notice; Cure; Acceleration; Time is of the Essence.

If the Gross Settlement Amount is not received on the date due, Defendant shall be in default of its obligations under this Settlement. Plaintiff shall e-mail notice of the default to Defendant at jlight@lightgablerlaw.com and bsetlur@lightgablerlaw.com. Defendant will then have seven (7) calendar days from the date notice is e-mailed to cure the default. If the default remains uncured for ten (10) calendar days, then all sums remaining unpaid under this Settlement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a judgment against Defendant to reflect this acceleration, the accrual of interest, plus actual attorneys' fees and costs incurred to enforce the judgment and this Settlement. Time is of the essence with respect to all provisions of this Agreement.

Section 6.13 Authority.

Each Party to this Agreement expressly represents and warrants to have the authority necessary to execute this Agreement. Each person signing this Agreement on behalf of a corporation represents that he or she has the authority to agree to the terms hereof and execute this Agreement on behalf of said entity in accordance with the bylaws of such entity and that his or her signature will bind the entity to the terms of this Agreement.

Section 6.14 Termination Provision.

Defendant has represented that there are no more than 111 Aggrieved Employees who worked no more than 4,175 pay periods during the Settlement Period. If the number of Aggrieved Employees or pay periods are more than five percent (5%) different than represented, either party may terminate the settlement.

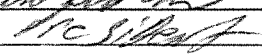
IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

[SIGNATURES ON FOLLOWING PAGE]

Dated: September 18, 2021

ALL VALLEY WASHER SERVICE, INC.

By 
Its 

September 30, 2021

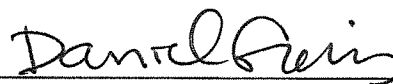
Dated: September __, 2021

DocuSigned by:
By Maria Yesenia Aguayo
49D08454D44644A...
YESENIA AGUAYO

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

Dated: September 28, 2021

GAINES & GAINES, ALPC

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

Dated: September 28, 2021

LIGHTGABLER

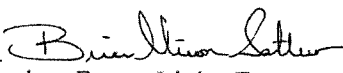
By 
Jonathan Fraser Light, Esq.
Brier Miron Setlur, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

ALL VALLEY WASHER SERVICE,
INC., a California corporation, and DOES
1 through 10, inclusive,

Defendants.

Case No. 21VECV00026

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

This notice relates to the settlement of a lawsuit pursuant to the Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”). A PAGA action is an action for civil penalties in which the State of California receives 75 percent of the civil penalties collected.

You have received this notice because you have been identified as a non-exempt California employee of All Valley Washer Service, Inc. (“Defendant”) who was employed between October 20, 2019 through August 18, 2021 (“Aggrieved Employee”).

On January 11, 2021, Plaintiff Yesenia Aguayo (the “Plaintiff”) commenced a lawsuit in Los Angeles Superior Court, case number 21VECV00026 (the “Lawsuit”) to recover civil penalties. The Complaint alleges that Defendant failed to pay all sick pay wages, provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff brought this lawsuit as a representative action under PAGA, on behalf of herself, the State of California, and the Aggrieved Employees.

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation. The parties agreed that a portion of the settlement proceeds would be distributed to the Aggrieved Employees, including you, after certain portions of the penalties collected are paid to the State of California according to California law.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The enclosed payment which accompanies this notice is made

to you pursuant to the terms of the Settlement and is based on your share of the total settlement proceeds that the parties agreed to be paid to the allegedly aggrieved employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court.

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

Upon the Effective Date, Plaintiff, on behalf of herself, her heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Complaint or which could have been asserted in the Complaint based on the facts pled therein ("Released Claims") that accrued during the Settlement Period (from October 20, 2019 through August 18, 2021).

The maximum settlement payment by Defendant is \$111,000 from which the Court approved deductions for Plaintiff's attorney's fees and costs of \$54,400, a payment to Plaintiff of \$10,000, settlement administration costs of \$_____, and payment to the Labor Workforce Development Agency of \$_____. The remaining amount of \$_____ will be paid to Aggrieved Employees proportionally based on the number of pay periods the employee worked compared to the number of pay periods worked by all Aggrieved Employees during the period of October 20, 2019 through August 18, 2021.

You have been credited with [MERGED_] pay periods for purposes of calculating your individual settlement payment

If you have questions about this notice, please contact the Claims Administrator, Phoenix Class Action Administration Solutions at [INSERT CONTACT INFO].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.

EXHIBIT D

GAINES & GAINES
A Professional Law Corporation
27200 Agoura Road, Suite 101
Calabasas, CA 91301

Invoice submitted to:
Maria Aguayo

November 12, 2021

In Reference To: Aguayo v. All Valley Washer Services
Invoice #4935

Professional Services

	<u>Hours</u>	<u>Amount</u>
10/14/2020 [ESTIMATED] Pre-timekeeping: litigation research and analysis regarding Defendant and claims	10.00	7,000.00
10/15/2020 Draft LWDA	1.20	660.00
10/20/2020 Revise LWDA and send	0.50	275.00
10/27/2020 Review and revise LWDA letter	0.40	260.00
1/8/2021 Draft complaint	1.30	715.00
Review and revise summons and complaint	0.40	280.00
Prepare and filed Summons & Complaint	0.50	50.00
1/11/2021 Upload Summons & complaint to LWDA	0.20	20.00
1/12/2021 Sent Summons and Complaint for service	0.50	50.00
2/1/2021 Prepared, filed, and served Notice of Entry of Order	0.20	20.00
2/22/2021 Draft informal discovery and send	1.30	715.00
4/26/2021 Prepare CMS	0.40	280.00
Prepared/Filed/served Case management statement	0.50	50.00
6/16/2021 Email with expert re conflict check and claims	0.20	110.00

	Hours	Amount
6/17/2021 Review data produced for mediation and claims alleged	0.80	440.00
7/7/2021 Draft mediation brief and review damage analysis; emails with defense re signed arb agreement	2.40	1,320.00
7/8/2021 Review and revise mediation brief	0.70	385.00
Review and revise mediation brief	1.50	975.00
7/9/2021 Review, revise and finalize mediation brief, compile exhibits, and submit to mediator; email to mediator re request for extension to submit; Call with client re mediation	1.20	660.00
7/12/2021 Finalize, revise, compile and send Mediation Brief	1.10	605.00
7/15/2021 Attend mediation via Zoom	7.00	4,900.00
7/28/2021 Attend the Case Management Conference;prepare notice	1.00	650.00
8/9/2021 Call with client re mediation	0.40	220.00
8/18/2021 Call with client re settlement Email OC re settlement agreement	0.40	220.00
Draft settlement agreement	2.20	1,430.00
8/25/2021 Prepare stipulation and order ISO PAGA settlement Email with OC	2.00	1,100.00
8/31/2021 Review case file and provide update to client	0.20	110.00
9/14/2021 Revise settlement agreement Email OC	0.60	330.00
9/28/2021 Review details of settlement in prep for CMC	0.50	375.00
9/29/2021 Appear at post mediation hearing; prepare summary; prepare notice of ruling	1.50	1,125.00
Call with client re case update and settlement	0.50	275.00
11/10/2021 [ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	5,250.00
[ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	4,875.00
For professional services rendered	56.60	\$35,730.00

	<u>Amount</u>
Balance due	<u>\$35,730.00</u>

User Summary			
Name	Hours	Rate	Amount
Alex Katofsky	25.30	700.00	\$17,710.00
Amelia Booth	0.40	100.00	\$40.00
Beatriz Franco	1.50	100.00	\$150.00
Daniel Gaines	12.60	650.00	\$8,190.00
Evan Gaines	10.70	550.00	\$5,885.00
Miriam Schimmel	2.00	750.00	\$1,500.00
Sepideh Ardestani	4.10	550.00	\$2,255.00

EXHIBIT E

**Aguayo v. All Valley Washer Services
Class Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage/FedEx charges	\$ 13.80
Expert Fees	\$ 1,725.00
Filing fees (including related attorney service expenses)	\$ 780.94
CourtCall charges	\$ 30.00
Mediation fee	\$ 5,061.08
Future estimated expenses - <i>• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$121.00</i> <i>• Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$130.00</i> <i>• Postage for mailing Motion for PAGA Approval - \$10.00</i> <i>• Court call expense for Motion for PAGA Approval Hearing - \$94.00</i> <i>• Filing fees and One Legal Service fees for Notice of Entry of Order once Order signed (will be filed via One Legal) - \$16.00</i> <i>• Postage for mailing Notice of Entry of Order - \$5.00</i>	\$ 376.00
TOTAL EXPENSES	\$ 7,986.82