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7 Attorneys for Plaintiffs
Cruzelm Martinez, Renee Robinson and
8 Ronald Pigram

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 CRUZELMA MARTINEZ, RENEE
12 ROBINSON, LISA STEINER, and RONALD
PIGRAM, individually, and on behalf of other
13 members of the general public similarly
situated and on behalf of other aggrieved
14 employees pursuant to the California Private
Attorneys General Act;

15 Plaintiffs,

16 v.

17 BURGER REHABILITATION SYSTEMS,
INC., a California corporation; BURGER
18 ASSOCIATES, INC., a California corporation;
BURGER PHYSICAL THERAPY
19 SERVICES, INC., a California corporation;
BURGER PHYSICAL THERAPY AND
20 REHABILITATION AGENCY, INC., a
California corporation; CAROL BURGER, an
21 individual, and DOES 4 through 100, inclusive,

22 Defendants.
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Case No.: 34-2020-00286930-CU-OE-GDS

**DECLARATION OF DEVIN E.
RAUCHWERGER IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Hearing Information:

Date: October 2, 2026
Time: 9:00 am
Dept.: 8A
Judge: Hon. Jill Talley

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9 Attorneys for Plaintiffs
10 Cruzelma Martinez, Renee Robinson and
Ronald Pigram
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1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP, one of the attorneys of record for Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram (“Plaintiffs”) in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiffs’ Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment; (the “Motion”).

3. Defendant Burger Rehabilitation Systems, Inc. (“BRSI”) is headquartered in Folsom, California, and provides various physical therapy and rehabilitation services through outpatient rehabilitation centers located throughout California. Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram are former employees of BRSI. Plaintiff Martinez worked for BRSI from approximately August 2002 until May 2019 as a front-office receptionist/aide. Plaintiff Robinson worked for BRSI from approximately June 2017 until May 2019 as an hourly employee in the accounting department. Plaintiff Pigram worked as a Physical Therapy Assistant from approximately October 2015 to approximately August 2019.

4. Prior to commencing this lawsuit, on October 7, 2020, as required by California Labor Code section 2699.3, Plaintiff Cruzelma Martinez provided the LWDA and BRSI with written notice of her intent to assert claims under PAGA and the basis for those claims. Attached as **EXHIBIT 2** is a true and correct copy of Plaintiff Martinez's October 7, 2020 PAGA Notice. On April 11, 2025, Plaintiff Martinez submitted an Amended PAGA Notice to the LWDA adding Burger Physical Therapy Services, Inc., Burger Physical Therapy and Rehabilitation Agency, Inc., and Carol Burger as additional alleged violators. Attached as **EXHIBIT 3** is a true and

1 correct copy of the Amended PAGA Notice.

2 5. On October 13, 2020, Plaintiff Cruzelma Martinez filed a Complaint alleging ten
3 causes of action for (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime), (2)
4 Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation
5 of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of Cal. Labor Code
6 §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages), (5) Violation of Cal. Labor Code §§ 201
7 and 202 (Final Wages Not Timely Paid), (6) Violation of Cal. Labor Code § 204 (Wages Not
8 Timely Paid During Employment), (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide
9 Compliant Wage Statements), (8) Violation of Cal. Labor Code § 1174(d) (Failure to Maintain
10 Requisite Payroll Records), (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to
11 Reimburse Necessary Business Expenses), and (10) Violation of Cal. Business and Professions
12 Code § 17200, et seq. (Unfair Business Practices), against BRSI in the Sacramento County
13 Superior Court (“Court”), Case No. 34-2020-00286930 (the “Action”).

14 6. On September 27, 2022, Plaintiffs filed a First Amended Complaint adding
15 parties and a cause of action for civil penalties under PAGA. Thereafter, on May 23, 2025,
16 Plaintiffs filed a Second Amended Class Action Complaint for Damages and Complaint for
17 Enforcement Under the California Private Attorneys General Act, which is the operative
18 complaint in the Action.

19 7. The Parties participated in multiple mediation sessions, including mediation with
20 Jeffrey Ross on December 6, 2021, and mediations with Brandon McKelvey, Esq. on January
21 24, 2024, and September 19, 2025. The Parties also engaged in substantial discovery, including
22 multiple PMK depositions and the depositions of Plaintiffs. In May 2025, the Parties agreed to
23 temporarily hold off on further discovery and depositions while a third-party financial expert
24 evaluated Defendants’ financial condition and ability to pay. The financial expert completed the
25 assessment at the end of July 2025, and the resulting financial report was provided to Plaintiffs’
26 counsel on August 3, 2025. The resulting financial report, along with an extensive video
27 conference that Plaintiffs’ counsel and Defense counsel had with the financial expert,
28 demonstrated that Defendants were in a severe state of economic distress and could not afford

1 to continue either litigating the case through class certification/trial or settle on a class wide basis
2 for an amount that would be adequate to compensate the class. The September 19, 2025
3 mediation with Mr. McKelvey ultimately resulted in the Parties executing a Memorandum of
4 Understanding on October 27, 2025 to resolve the matter on a PAGA only basis while dismissing
5 the class claims without prejudice, and led to the Settlement Agreement presented to this Court
6 for approval.

7 8. Pursuant to California Labor Code section 2699(s)(2), the Settlement Agreement
8 and this Motion, along with all supporting documentation, have been provided to the Labor and
9 Workforce Development Agency. Attached as **EXHIBIT 4** is a true and correct copy of the
10 proof of service.

11 9. Plaintiffs have also entered into separate individual settlement agreements with
12 Defendants resolving their respective individual claims. The individual settlements are separate from
13 and in addition to the Gross Settlement Amount, do not reduce the amounts payable to the LWDA
14 or Aggrieved Employees, and are not part of the Released PAGA Claims under the PAGA
15 Settlement Agreement.

16 10. The Settlement resulted from hard-fought litigation that occurred over
17 approximately six years, and heavily took into account Defendant's poor financial condition due
18 to: 1) the amount Defendants spent defending against the case for six years, and 2) the financial
19 distress Defendants are experiencing which could have resulted in Defendants having to declare
20 bankruptcy and go out of business if the litigation continued or if they attempted to settle the
21 matter for any more than was allocated to the settlement (such as if it had been settled on a Class
22 basis).

23 11. The Parties were able to reach a Settlement following many years of litigation,
24 depositions, motion practice, and multiple mediations.

25 12. The Settlement is presumptively fair because: (1) it is the product of non-
26 collusive, arm's-length negotiations; (2) it was negotiated by counsel with significant experience
27 in similar complex labor and employment matters; and (3) it occurred after counsel for the Parties
28 engaged in significant investigation to evaluate the strength and potential value of the PAGA

1 claim.

2 13. During the course of discovery and mediation, the Parties engaged in substantial
3 discovery, including multiple PMK depositions. The Parties also obtained and considered an
4 assessment by a third-party financial expert concerning Defendants' financial condition and
5 ability to pay. During all Settlement discussions, the Parties conducted their negotiations at arm's
6 length in an adversarial position.

7 14. I believe that the Settlement is a fair, adequate, and reasonable resolution of this
8 matter when taking into account Defendants' financial condition.

9 15. Plaintiffs advanced several theories as to why they would succeed on the PAGA
10 claim. Plaintiffs contended that Defendants required Aggrieved Employees to perform work
11 before and after their scheduled shifts, during off-the-clock meal periods, and/or during rest
12 periods without compensation. Plaintiffs further alleged that Aggrieved Employees were not
13 provided compliant meal and rest periods or required premium payments and were not paid all
14 minimum, straight-time, and overtime wages owed. Plaintiffs also alleged violations relating to
15 timely payment of wages during employment and upon separation, accurate itemized wage
16 statements, required days of rest, maintenance of accurate payroll records, reporting-time pay,
17 and reimbursement of necessary business expenses.

18 16. Defendants maintained several defenses to Plaintiffs' theories of liability, which,
19 if successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
20 Throughout this litigation, Defendants maintained, and continue to maintain, that they had, and
21 continue to have, legally compliant employment policies and practices throughout the time
22 period at issue. Defendants deny that they violated any provision of the California Labor Code
23 for which Plaintiffs seek penalties under PAGA. Defendants further denied, and continue to
24 deny, that the lawsuit is appropriate for representative treatment for any purpose other than
25 settlement. Defendants specifically alleged that each of their locations operated independently,
26 which therefore made manageability of any representative action impossible.

27 17. Defendants also challenged Plaintiffs' standing as aggrieved employees and
28 denied that the other employees whom Plaintiffs seek to represent are aggrieved. Defendants

1 also contended that, with respect to PAGA claims, the Court was unlikely to assess cumulative
2 penalties for the maximum number of possible, separate California Labor Code violations,
3 because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where certain
4 conduct may be regulated by multiple provisions of the California Labor Code that are
5 interrelated and work in tandem. While Plaintiffs disagree with Defendants' contentions and
6 maintain that their PAGA claim has serious merit, in reaching the settlement, Plaintiffs and their
7 counsel considered the strengths and weaknesses of each side's position and the uncertainty of
8 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

9 18. The experience of myself and my colleagues at Domb & Rauchwerger LLP, and
10 the extensive investigation, allowed Plaintiffs to enter this Settlement aware of the risks
11 associated with the case and permitted us to negotiate an informed, reasonable, and intelligent
12 Settlement.

13 19. I am a duly licensed attorney and have been a member of the California State Bar
14 since 2010. I graduated from USC School of Law in 2010, and I am licensed to practice before
15 all courts of the State of California.

16 20. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the
17 Mathews Law Group, the Rager Law Firm, McCune & Harbor, Jackson Lewis LLP and Fisher
18 & Phillips LLP, where I represented numerous clients in class action litigation.

19 21. I have represented both plaintiffs and defendants in numerous class actions and
20 other complex matters. These matters include:

- 21 • *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al.*, Los Angeles County
22 Superior Court Case No. BC489800;
- 23 • *Vikki Allen v. Covenant Security Services*, Los Angeles County Superior Court
24 Case No. 18STCV08573;
- 25 • *Angel Caracoza v. Ashley Furniture Services, Inc.*, San Bernadino County
26 Superior Court Case No. CIVSB2118827;
- 27 • *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino
28 County Superior Court Case No. CIDVS2014776; US District Court for the

Central District of California, Case No. 5:2020-cv-02662;

- *James Thomas v. Crothall Healthcare, Inc.*, San Francisco County Superior Court Case No. CGC-18-566489;
- *George Gonzalez v. Ashley Furniture Industries, Inc.*, San Bernadino County Superior Court Case No. CIVDS2017425;
- *Cruzelm Martinez, et. al. v. Burger Rehabilitation Systems, Inc.*, Sacramento County Superior Court Case No. 34-2020-00286930;
- *Sabrina Cook v. Excelsior Charter Group, et al.*, San Bernardino County Superior Court Case No. CIVSB2220219;
- *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No. CVRI2101016;
- *George Martinez, et al. v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00318192.
- *Darrell Alexander, et al. v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court Case No. CIVSB2205382
- *Charmeine Velazquez, et al. v. Ettie Lee Homes, Inc.*, Los Angeles County Superior Court Case No. 22STCV19234;
- *Esmeralda Maken, et al. v. Ascencia*, Los Angeles County Superior Court Case No. 22STCV13406;
- *Juan Rojas Contreras, et al v. Asphalt Fabric and Engineering, Inc.*; Los Angeles County Superior Court Case No. 21STCV40362;
- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;
- *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.*; Napa County Superior Court Case No. 22CV000508;
- *Jessica Raye Lucia, et al. v. Summitview Child & Family Services*; El Dorado County Superior Court Case No. 22CV0636;
- *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange

County Superior Court Case No. 30-2023-01333703-CU-OE-CXC;

- *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County Superior Court Case No.: 21CV001491;
- *Steve Batta, et al. v. So Cal Elite Traffic*; San Bernardino County Superior Court Case No.: CIVSB2126086;
- *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.*; Alameda County Superior Court Case No.: RG19010781;
- *Lizette Ruelas v. LY Brothers Corporation, et al.*; Alameda County Superior Court Case No.: RG19001774;
- *Jose Vazquez v. ETS Express, Inc., et al.*; Ventura County Superior Court Case No.: 56-2020-00545435-CU-OE-VTA;
- *Rufus McWilliams v. Karma Automotive, LLC, et al.*; Riverside County Superior Court Case No.: CVRI2102922;

22. I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable, given Defendants' financial situation.

23. After substantial investigation, it is my opinion that the Settlement is a fair, adequate, and reasonable resolution of this matter and is in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation, particularly given Defendants' financial status.

24. The Settlement provides for attorneys' fees in an amount of up to one-third (33⅓%) of the Gross Settlement Amount, or \$95,000.00, subject to approval and award by the Court. The requested attorneys' fees award is commensurate with (1) the risk that Plaintiffs' Counsel took in bringing and litigating this case, (2) the time, effort, and expense dedicated to the case, (3) the skill and determination that Plaintiffs' Counsel has shown, (4) the results that Plaintiffs' Counsel achieved through litigation, (5) the excellent value that the Aggrieved Employees and LWDA are receiving in comparison to the maximum penalties available, and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote time and effort to this

case. Plaintiffs' Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

25. Pursuant to the fee-sharing agreement, the requested \$95,000.00 PAGA Counsel Fees Payment will be allocated sixty percent (60%), or \$57,000.00, to Domb & Rauchwerger LLP and forty percent (40%), or \$38,000.00, to Lawyers for Justice, P.C. Plaintiffs provided written consent to this allocation. Attached as **EXHIBIT 5** is a true and correct copy of the Consent to Agreement re: Division of Attorneys' Fees and Costs.

26. 19. My offices keep track of the hourly activities on each case within a case management program called Clio. Based on my review of the hourly billing records in this matter, my office has spent a total of 368.50 hours performing tasks and obtaining recovery in this matter. These amounts are not inclusive of the time spent on the matter by co-counsel, Lawyers for Justice, PC. Attached hereto as **EXHIBIT 6** is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at my office and the time incurred in performing those services. These hours include work done by several attorneys. Below are the lodestar totals for my office:

Attorneys	Titles	Bar Nos.	Admission & Years	Rate	Total Hours	Lodestar
Zack Domb	Partner	265185	2009 (17 years)	\$850	20.8	\$17,680.00
Devin Rauchwerger	Partner	274234	2010 (16 years)	\$850	308.6	\$262,310.00
Jeffrey Jackson	Former Senior Associate	290364	2013 (13 years)	\$750	0.7	\$ 525.00
Eric Hahn	Former Senior Associate	311771	2016 (10 years)	\$650	38.4	\$24,960.00
TOTAL:						\$305,475.00

27. My office incurred \$31,801.49 in litigation costs and expenses in prosecuting and resolving this Action. A true and correct copy of the litigation expense chart is attached as **EXHIBIT 7**.

28. The Settlement Agreement provides for an Administration Expenses Payment estimated not to exceed \$15,000.00 to the Settlement Administrator, Phoenix Class Action

1 Administration Solutions, for the costs associated with administration of the Settlement, however
2 Phoenix estimates that it will only cost them \$6,250 to administer the Settlement. The Settlement
3 Administrator is a necessary third party who will perform substantial services on behalf of the
4 Aggrieved Employees, including sending the Notice of PAGA Settlement and Individual PAGA
5 Payments and making the required payment to the LWDA. Accordingly, I request that the Court
6 approve an Administration Expenses Payment of \$6,250.00 to Phoenix Class Action
7 Administration Solutions.

8 29. After deducting the requested PAGA Counsel Fees Payment of \$95,000.00,
9 PAGA Counsel Litigation Expenses Payment of \$62,781.25, and Administration Expenses
10 Payment of \$6,250.00 from the Gross Settlement Amount of \$285,000.00, the estimated Net
11 Settlement Amount is \$120,968.75. Twenty-five percent of the Net Settlement Amount, or
12 approximately \$30,242.19, will be distributed to approximately 631 Aggrieved Employees based
13 on approximately 20,202 PAGA Pay Periods. Accordingly, the estimated average Individual
14 PAGA Payment is approximately \$47.93 per Aggrieved Employee, and the estimated payment
15 rate is approximately \$1.50 per PAGA Pay Period. Actual Individual PAGA Payments will vary
16 based on the number of PAGA Pay Periods attributable to each Aggrieved Employee.

17 I declare under penalty of perjury under the laws of the United States and the State of
18 California that the foregoing is true and correct. Executed on September 11, 2026, in Orange
19 County, California.

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22 Devin E. Rauchwerger
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EXHIBIT 1

PAGA AND INDIVIDUAL SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made by and among CRUZELMA MARTINEZ, RENEE ROBINSON, and RONALD PIGRAM (collectively, “**Plaintiffs**”), and Defendants BURGER REHABILITATION SYSTEMS, INC. (“**BRSI**”), BURGER ASSOCIATES, BURGER PHYSICAL THERAPY SERVICES, INC., and BURGER PHYSICAL THERAPY AND REHABILITATION AGENCY, INC. (collectively, “**Defendants**”). The Agreement refers to the Settling Plaintiffs and Defendants collectively as the “**Parties**” and individually as a “**Party**.”

1. DEFINITIONS.

- 1.1. “**Action**” means the class and representative action alleging wage-and-hour violations against Defendants, captioned *CRUZELMA MARTINEZ, et al. v. BURGER REHABILITATION SYSTEMS, INC., et al.*, Sacramento County Superior Court Case No. 34-2020-00286930, commenced on October 13, 2020, and pending in the Superior Court of the State of California, County of Sacramento.
- 1.2. “**Administrator**” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “**Aggrieved Employees**” means all persons employed by BRSI as hourly-paid or non-exempt employees in the State of California at any time during the PAGA Period.
- 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in BRSI’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “**Aggrieved Employee Address Search**” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.8. “**Court**” means the Superior Court of California, County of Sacramento.

- 1.9. **“Defendants”** means named Defendants BURGER REHABILITATION SYSTEMS, INC., BURGER ASSOCIATES, BURGER PHYSICAL THERAPY SERVICES, INC., and BURGER PHYSICAL THERAPY AND REHABILITATION AGENCY, INC..
- 1.10. **“Defense Counsel”** means Ellen M. Bronchetti, Esq., Tayanah C. Miller, Esq., Noah M. Woo, Esq., Priya E. Singh, Esq., and Khushpreet K. Choumwer, Esq., of Greenberg Traurig, LLP, the attorneys representing Defendants in the Action, or such other counsel as may appear in the Action on behalf of Defendants in the future.
- 1.11. **“Effective Date”** means: (i) the date the Court enters the Approval Order if no objections are asserted and no individual seeks to intervene in the Action; (ii) sixty-five (65) days after entry of the Approval Order if any objections are asserted or any individual seeks to intervene in the Action, but no appeal is filed; or (iii) if a timely appeal is filed, ten (10) business days after the final resolution of the appeal, provided that the appeal is rejected, the Settlement is upheld, and the Approval Order is no longer subject to further judicial review.
- 1.12. **“Funding Dates”** means the dates on which Defendants shall fund the Gross Settlement Amount through three equal installment payments made every six (6) months, beginning thirty (30) days after the Court approves the Settlement, with the Gross Settlement Amount fully funded no later than October 27, 2027.
- 1.13. **“Gross Settlement Amount”** means Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), which is the total amount Defendants agree to pay under the PAGA Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.14. **“Individual PAGA Payment”** means each Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of the Net Settlement Amount, calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. The Administrator will characterize the Individual PAGA Payments as 1099 payments and, if applicable, Aggrieved Employees will be issued IRS Forms 1099 for their Individual PAGA Payments.
- 1.15. **“Judgment”** means the judgment entered by the Court based upon approval of the Settlement.
- 1.16. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.17. **“LWDA PAGA Payment”** means seventy-five percent (75%) of the Net Settlement Amount paid to the LWDA pursuant to Labor Code section 2699.
- 1.18. **“Net Settlement Amount”** means the Gross Settlement Amount, less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, in the amounts approved by the Court. The remainder is the Net Settlement Amount.

- 1.19. **“Notice of PAGA Settlement”** means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.20. **“PAGA Counsel”** means Zack I. Domb, Esq. and Devin Rauchwerger, Esq. of Domb & Rauchwerger LLP, and Lawyers for Justice, PC, the attorneys representing Plaintiffs and the Aggrieved Employees in the Action.
- 1.21. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for BRSI for at least one day during the PAGA Period.
- 1.23. **“PAGA Period”** means the period from October 13, 2019, through and including August 22, 2024.
- 1.24. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.25. **“PAGA Notice”** means Plaintiff Cruzelma Martinez’s October 7, 2020 letter to BRSI and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), as amended on April 10, 2025 to identify Burger Physical Therapy Services, Inc., and Burger Physical Therapy and Rehabilitation Agency, Inc., as additional alleged violators (**“Amended PAGA Notice”**).
- 1.26. **“PAGA Payment”** means the total amount to be paid from the Gross Settlement Amount in resolution of claims under PAGA (\$110,000.00 estimated), allocated twenty-five percent (25%) to the Aggrieved Employees (\$27,500.00 estimated) and seventy-five percent (75%) to the LWDA (\$82,500.00 estimated) in settlement of PAGA claims.
- 1.27. **“Plaintiffs”** means Cruzelma Martinez, Renee Robinson, and Ronald Pigram, the named plaintiffs in the Action participating in the Settlement.
- 1.28. **“Released PAGA Claims”** means all claims for civil penalties under PAGA that arose during the PAGA Period and are based on the facts and Labor Code provisions alleged in the Operative Complaint, the PAGA Notice and the Amended PAGA Notice. The Released PAGA Claims include claims for civil penalties predicated on alleged failures to: pay minimum, straight-time, and overtime wages for work performed before or after scheduled shifts, during meal periods, during rest periods, or otherwise off the clock; provide compliant meal periods and rest periods or required premium payments; timely pay wages during employment and upon separation; provide accurate itemized wage statements; provide required days of rest; maintain accurate payroll records; pay reporting-time pay; and reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties predicated on alleged violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and

applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001 and 5-2001.

- 1.29. “**Released Parties**” means Defendants and any of their predecessors, successors, subsidiaries, parents, and affiliates, as defined by Corporations Code section 150, and each of their supervisory or managerial employees, managing agents, shareholders, directors, and officers, which includes defendant Carol Burger.
- 1.30. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 7, 2020, Plaintiff Cruzelma Martinez submitted a PAGA Notice to the LWDA.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Cruzelma Martinez gave timely written notice to BRSI and the LWDA by sending the PAGA Notice.
- 2.3. On October 13, 2020, Plaintiff Cruzelma Martinez commenced this Action by filing a Complaint alleging causes of action against BRSI for: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (noncompliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to maintain requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); and (10) violation of California Business and Professions Code §§ 17200 *et seq.*
- 2.4. On September 27, 2022, Plaintiffs filed a First Amended Complaint adding parties and a cause of action for civil penalties under PAGA.
- 2.5. On May 23, 2025, Plaintiffs filed a Second Amended Class Action Complaint for Damages and Complaint for Enforcement Under the California Private Attorneys General Act, which is the operative complaint in the Action (the “**Operative Complaint**”).
- 2.6. The Parties participated in multiple mediation sessions, including mediation with Jeffrey Ross on December 6, 2021, and mediations with Brandon McKelvey on January 24, 2024, and September 19, 2025. The Parties’ September 19, 2025 mediation with Mr. McKelvey, an experienced mediator of wage-and-hour class and representative actions, ultimately resulted in the Parties executing a Memorandum of Understanding on October 27, 2025 and led to this Agreement to settle the Action.

- 2.7. Defendants have taken a position that a payment plan is necessary due to going through financial hardship. To confirm if a payment plan is necessary, the mediator had engaged an independent, third party CPA to analyze Defendants' financial records. Before the Memorandum of Understanding was executed, the CPA concluded that a payment plan was warranted as a result of Defendants' economic status.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the Funding Dates stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, or Ninety-Five Thousand Dollars (\$95,000.00), and PAGA Counsel Litigation Expenses Payment of not more than Sixty-Five Thousand Dollars (\$65,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the Released Parties harmless, and indemnifies Defendants and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.1.2. To the Administrator: An Administration Expenses Payment estimated not to exceed Fifteen Thousand Dollars (\$15,000.00). If the actual Administration Expenses Payment is greater than the Parties' estimate, the actual Administration Expenses Payment, as approved by the Court, will be paid from the Gross Settlement Amount. If the actual Administration Expenses Payment

is less than the Parties' estimate, the difference will be allocated to the Net Settlement Amount.

- 3.3. To the LWDA and Aggrieved Employees: After deducting the above amounts from the Gross Settlement Amount, the remaining will be the Net Settlement Amount (\$110,000) to be paid to the LWDA and the Aggrieved Employees, with 75% (\$82,500.00) allocated to the LWDA PAGA Payment and 25% (\$27,500.00) allocated to the Individual PAGA Payments.

3.3.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payments by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.3.2. Additional Attorneys' Fees and Costs: No Aggrieved Employee, or PAGA Counsel, or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records and in preparation for mediation, BRSI estimates there were approximately 20,202 PAGA Pay Periods during the PAGA Period worked by approximately 631 Aggrieved Employees. If the number of actual pay periods during the PAGA period increases by more than 10% or 2,020.2 pay periods, Defendant will increase the GSA by a pro-rata dollar value equal to the number of pay periods in excess of 22,222.2 pay periods. Alternatively, the Defendant at its sole discretion can elect to end the PAGA Period on the day when the pay periods total 22,222.2 without any additional payments.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, BRSI will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. BRSI has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which BRSI must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel

will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount through three equal installment payments made every six (6) months, beginning thirty (30) days after the Court approves the Settlement, with the Gross Settlement Amount fully funded no later than October 27, 2027.
- 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments and issue the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the “**Void Date**”). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the Void Date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by the check to the California State Controller’s Office in the name of the Aggrieved Employee pursuant to California’s Unclaimed Property Law.
 - 4.4.4. The payment of Individual PAGA Payments shall not be utilized to calculate any additional benefits under any benefit plans for which any Aggrieved Employees may be eligible, nor obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions, bonuses or profit sharing).

5. DISMISSAL OF CLASS CLAIMS.

In conjunction with Plaintiffs’ filing of their motion for approval of PAGA Settlement, Plaintiffs will file a request with the Court to dismiss the Class Claims. Defendant agrees to

provide Plaintiffs' counsel with a declaration supporting the dismissal of the class claims due to Defendants' financial condition.

6. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the following claims will be released:

Plaintiffs, and the State of California, on behalf of the Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee to opt out of or otherwise exclude himself or herself from the Settlement.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 7.1 Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(2) including (i) a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to Defendants for review and comment at least three (3) court days prior to filing with the Court; (ii) a draft proposed Order Granting Approval of PAGA Settlement; and (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 7.2 Responsibilities of Defense Counsel. Should the Court require it, Defense counsel agrees to provide a declaration from Defendants in support of Plaintiff's PAGA approval motion supporting the financial distress argument sufficient to justify the settlement of the PAGA action for the specific GSA, along with the request to dismiss the class claims as part of the Settlement.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith, to modify the Agreement and otherwise satisfy the Court's concerns without making material changes to the Settlement terms unless mutually agreed upon.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of the appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 1.468B-1.
- 8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party challenges the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants’ defenses. The Settlement, this

Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Effective Date of Defendants' Obligations Under This Agreement. Defendants' obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or the Court does not approve the material terms of the Settlement, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (a) the Court should for any reason fail to enter the Approval Order; or (b) the Court's Approval Order is reversed or modified as to any material term, or declared or rendered void as to any material term, then (1) the Agreement shall become null and void; and (2) the Parties will revert to their respective positions immediately prior to reaching the Settlement.
- 10.4 Invalidation. Invalidation of any material term of this Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, excluding any amendments to this Agreement.
- 10.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Brandon McKelvey, and/or the Court for resolution.
- 10.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.9 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability.
- 10.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Confidentiality. The Parties agree that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of this Long Form settlement Agreement. In addition, Plaintiffs and Plaintiffs' counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Plaintiff's counsel; provided, however, that Plaintiffs' counsel may list the case name, number, and a brief description of the claims in their declarations filed in support of qualifications as Class Counsel and/or PAGA Counsel in future matters. This paragraph shall not be construed to limit counsel's ability to communicate all information necessary to satisfy their fiduciary obligations.
- 10.16 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of Aggrieved Employee Data or other materials provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than thirty (30) days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of all copies and summaries of Aggrieved Employee Data and all other materials

received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of such materials.

10.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.18 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.19 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, or the next business day after being sent by overnight courier addressed as follows, or as may be updated in writing by PAGA Counsel or Defense Counsel:

To Plaintiffs:

Domb & Rauchwerger LLP
Zack I. Domb
zack@dombrauchwerger.com
Devin Rauchwerger
devin@dombrauchwerger.com
1055 East Colorado Blvd., Fifth Floor
Pasadena, CA 91106

Lawyers for Justice, PC
Selena Matavosian
450 N. Brand Blvd., Suite 900
Glendale, CA 91203

To Defendants:

Greenberg Traurig, LLP
Ellen M. Bronchetti
Ellen.Bronchetti@gtlaw.com
12830 El Camino Real, Suite 350
San Diego, CA 92130

10.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed copies of this Agreement, including facsimiles, PDFs, and electronic versions (*i.e.* DocuSign) of signature pages shall have the same force and effect and shall be legally binding and enforceable as the original.

10.21 Stay of Litigation and Extension of Five-Year Deadline. The Parties previously agreed that litigation was stayed as of the date Memorandum of Understanding was executed by Counsel for both Parties on October 27, 2025, except to effectuate the Settlement. The Parties also previously agreed, pursuant to Code of Civil Procedure section 583.330, to extend the time to bring the Action to trial under Code of Civil Procedure section 583.310 in the event that the approval process falls through and the Parties are forced to continue litigating this case. If the Settlement is not approved or otherwise fails, the period from October 27, 2025 until the date the Settlement falls apart or the Court denies approval without the ability to amend, shall not be included in calculating the time within which the Action must be brought to trial.

[Signatures On Following Page]

Plaintiff

Dated: 09 / 08 / 2026

Cruzelma Martinez

Cruzelma Martinez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelmá Martínez

Plaintiff

Dated: 09 / 08 / 2026

Renee Robinson

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelmá Martínez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: 09 / 08 / 2026

Ronald J. Pigram

Ronald Pigram

Defendant

Dated: _____

Burger Rehabilitation Systems, Inc.

Defendant

Dated: _____

Burger Associates, Inc.

Defendant

Dated: _____

Burger Physical Therapy Services, Inc.

Defendant

Dated: _____

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

Plaintiff

Dated: _____

Cruzelm Martínez

Plaintiff

Dated: _____

Renee Robinson

Plaintiff

Dated: _____

Ronald Pigram

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Rehabilitation Systems, Inc.

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Associates, Inc.

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Physical Therapy Services, Inc.

Defendant

Dated: 09/04/2026

Signed by:

0377A2310F6849A...

Burger Physical Therapy and
Agency, Inc.

[Attorney Signatures on Following Page]

APPROVED AS TO FORM:

Dated: 9/10/2026

DOMB & RAUCHWERGER LLP

By: 

Zack I. Domb

Devin Rauchwerger

Attorneys for Plaintiffs Cruzelma Martinez, Renee Robinson, and Ronald Pigram

Dated: _____

GREENBERG TRAUIG, LLP

By: 

Ellen M. Bronchetti

Attorneys for Defendants Burger Rehabilitation Systems, Inc., Burger Associates, Inc., Burger Physical Therapy Services, Inc., Burger Physical Therapy and Rehabilitation Agency, Inc., and Carol Burger

EXHIBIT 2

10/7/2020

BY ONLINE SUBMISSION

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

Re: BURGER REHABILITATION SYSTEMS, INC.

Dear Representative:

We have been retained to represent Cruzelma Martinez against Burger Rehabilitation Systems, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "BRSI") for violations of California wage-and-hour laws. Ms. Martinez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Martinez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

BRSI employed Ms. Martinez as an hourly-paid, non-exempt employee from approximately August 2002 to approximately May 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Martinez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, BRSI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

BRSI required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Martinez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Martinez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, BRSI required Ms. Martinez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, BRSI failed to pay Ms. Martinez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, BRSI did not provide Ms. Martinez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from BRSI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Martinez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of

labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Martinez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Martinez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Martinez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Martinez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, BRSI did not provide Ms. Martinez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

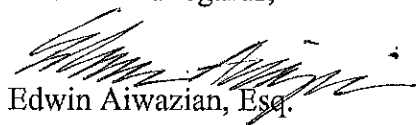
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, BRSI failed to pay Ms. Martinez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Martinez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, BRSI failed to pay Ms. Martinez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Martinez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Martinez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by BRSI.

Therefore, on behalf of all aggrieved employees, Ms. Martinez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Burger Rehabilitation Systems, Inc.
c/o Carol Burger
Agent for Service of Process
1301 E Bidwell St, #201
Folsom, CA 95630

EXHIBIT 3



Via Online Filing

April 11, 2025

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *BURGER REHABILITATION SYSTEMS, INC., BURGER PHYSICAL THERAPY SERVICES, INC., BURGER PHYSICAL THERAPY AND REHABILITATION AGENCY, INC., AND CAROL BURGER*

Dear Representative:

Our office, along with Lawyers for Justice, P.C. represent Cruzelma Martinez with respect to her claims under the California Labor Code against Burger Rehabilitation Systems, Inc., Burger Physical Therapy Services, Inc., Burger Physical Therapy and Rehabilitation Agency, Inc., and Carol Burger (collectively referred to as "Burger"). This notice is an amendment to the previous notice letter that was sent to the LWDA on October 7, 2020, and was assigned case number LWDA-CM-809031-20. As previously addressed, Ms. Martinez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA. The only change to this notice is the addition of three additional Defendants Burger Physical Therapy Services, Inc., Burger Physical Therapy and Rehabilitation Agency, Inc. and Carol Burger, who are all subsidiaries or alter egos of the parent corporation Burger Rehabilitation Systems, Inc.

Ms. Martinez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Burger jointly employed Ms. Martinez as an hourly-paid, non-exempt employee from approximately August 2002 to approximately May 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Martinez may seek penalties on behalf of are all



current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, **Burger** has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including inter alia, Wage Orders 4-2001, and 5-2001.

Burger required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Martinez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Martinez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, **Burger** required Ms. Martinez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, inter alia, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, **Burger** failed to pay Ms. Martinez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month,



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

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, **Burger** did not provide Ms. Martinez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from **Burger** were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Martinez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Martinez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Martinez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Martinez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Martinez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to,



and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, **Burger** failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Martinez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, **Burger** did not provide Ms. Martinez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including inter alia, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, **Burger** failed to pay Ms. Martinez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Martinez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, **Burger** failed to pay Ms. Martinez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Martinez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Martinez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by **Burger**.



Therefore, on behalf of all aggrieved employees, Ms. Martinez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Devin Rauchwerger'.

DEVIN E. RAUCHWERGER

PARTNER

For DOMB & RAUCHWERGER LLP

Notice provided to Employer via Certified Mail

Burger Rehabilitation Systems, Inc.
c/o Carol Burger, Agent for Service of Process
1301 E Bidwell St, #201
Folsom, CA 95630

Notice provided to Employer via Certified Mail

Burger Physical Therapy Services, Inc.
c/o Carol Burger, Agent for Service of Process
1301 E Bidwell St, #201
Folsom, CA 95630

Notice provided to Employer via Certified Mail

Burger Physical Therapy and Rehabilitation Agency, Inc.
c/o Carol Burger, Agent for Service of Process
1301 E Bidwell St, #201
Folsom, CA 95630

Notice provided to Employer via Certified Mail

Carol Burger
1301 E Bidwell St, #201
Folsom, CA 95630

EXHIBIT 4

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225

5 *Additional Counsel on Next Page*

6 Attorneys for Plaintiffs
7 Cruzelma Martinez, Renee Robinson and Ronald Pigram

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

10 CRUZELMA MARTINEZ, RENEE
11 ROBINSON, LISA STEINER, and RONALD
PIGRAM, individually, and on behalf of other
12 members of the general public similarly
situated and on behalf of other aggrieved
13 employees pursuant to the California Private
Attorneys General Act;

14 Plaintiffs,

15 v.

16 BURGER REHABILITATION SYSTEMS,
INC., a California corporation; BURGER
17 ASSOCIATES, INC., a California corporation;
BURGER PHYSICAL THERAPY
18 SERVICES, INC., a California corporation;
BURGER PHYSICAL THERAPY AND
19 REHABILITATION AGENCY, INC., a
California corporation; CAROL BURGER, an
20 individual, and DOES 4 through 100, inclusive,

21 Defendants.
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Case No.: 34-2020-00286930-CU-OE-GDS

**PROOF OF SERVICE RE: MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
AND ADMINISTRATION EXPENSES
PAYMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Hearing Information:

Date: October 2, 2026
Time: 9:00 am
Dept.: 8A
Judge: Hon. Jill Talley

PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On September 11, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **DECLARATION OF SELENA MATAVOSIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
- **DECLARATION OF JODEY LAWRENCE ON BEHALF OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT**
- **[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES, PAGA COUNSEL LITIGATION EXPENSES, AND SETTLEMENT ADMINISTRATION EXPENSES**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE]** – I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed September 11, 2026, at Sacramento County, California.

Jessica Delgado

Print Name

By:

Jessica Delgado

Signature

EXHIBIT 5

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Cruzelm Martínez states as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Domb & Rauchwerger, LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Martinez v. Burger Rehabilitation Systems, Inc.* Sacramento County Superior Court Case 34-2020-00290702-CU-OE-GDS, and *Martinez vs. Burger Rehabilitation System, Inc.* Sacramento County Superior Court Case No. 34-2020-00286930-CU-OE-GDS (together, the "Actions").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Actions, will be divided as follows:

Lawyers <i>for</i> Justice, PC	40%
Domb & Rauchwerger, LLP	60%

3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Actions.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 07/29/22

Dated: July 29, 2022

Dated: June 10, 2022

Electronically signed by Cruzelm Martínez on 2022-07-29 09:33:11TC - 172.68.33.202

Cruzelm Martínez

Lawyers *for* Justice, PC

Devin Rauchwerger

Domb & Rauchwerger LLP

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Renee Robinson states as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Domb & Rauchwerger, LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Robinson vs. Burger Associates, Inc.* Sacramento County Superior Court Case No. 34-2021-00304629-CU-OE-GDS (the "Action").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Action, will be divided as follows:

Lawyers <i>for</i> Justice, PC	40%
Domb & Rauchwerger, LLP	60%

3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

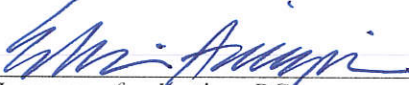
5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Action.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 06/10/2022


Renee Robinson

Dated: 6/13/2022


Devin Rauchwerger
Lawyers *for* Justice, PC

Dated: June 10, 2022


Devin Rauchwerger
Domb & Rauchwerger LLP

CONSENT TO AGREEMENT RE: DIVISION OF ATTORNEYS' FEES AND COSTS

Ronald Pigram states as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Domb & Rauchwerger LLP (collectively "Attorneys") agree to share attorneys' fees awarded by the Court or generated as a result of the action entitled *Cruzelmá Martinez vs. Burger Rehabilitation Systems, Inc., a California corporation*, Superior Court of California, Sacramento County, Case No. 34-2020-00286930-CU-OE-GDS (the "Action").

2. I understand that, unless otherwise ordered by the Court, the attorneys' fees awarded by the Court or generated as a result of the Action, will be divided as follows:

Lawyers <i>for</i> Justice, PC	40%
Domb & Rauchwerger LLP	60%

3. I understand that the total fees charged by all attorneys is not increased solely by reason of the agreement to divide fees.

4. My attorneys have answered any and all questions that I have about the proposed division of attorneys' fees. I understand the proposed division of attorneys' fees fully.

5. I further understand that Attorneys have incurred and/or will incur, and will seek to recover and obtain reimbursement of, the costs and expenses incurred in their respective cases, and that unless otherwise ordered by the Court, the Attorneys will receive reimbursement of all reasonable out of pocket costs and expenses that they incurred in the Action.

The undersigned hereby consent to the division of attorneys' fees.

Dated: 05 / 27 / 2025

Ronald J. Pigram
Ronald Pigram

Dated: _____

Lawyers *for* Justice, PC

Dated: May 27, 2025

Dominic Rauchwerger
Domb & Rauchwerger LLP

EXHIBIT 6

ATTORNEY TASK AND TIME CHART

Investigation and Research / Due Diligence	
Evaluate data for the case.	0.30
Evaluate next steps to take in the case since mediation failed and draft letter to putative class members to send out.	1.50
Telephone call with class members to gather facts.	3.50
Telephone call with class member regarding facts of the case.	1.00
Telephone call with class member regarding obtaining facts of the case.	1.50
Telephone calls with class members regarding facts of the case.	2.50
Create script for class declaration drive.	1.50
Telephone call with co-counsel to discuss strategy regarding the case.	1.20
Telephone call with potential new plaintiff.	1.20
Pleadings and Court Filings	
Evaluate joint statement to file for upcoming case management conference.	0.20
Finalized the First Amended Complaint and coordinated filing and service on opposing counsel.	0.40
Draft request for dismissal in subsequent cases.	0.70
Prepared and finalized the Notice of Order and Case Management Conference and coordinated filing and service on opposing counsel.	0.50
Prepared Notice.	0.40
Draft joint statement for upcoming hearing.	0.60
Draft joint statement for upcoming case management conference and correspondence with defense counsel regarding same.	0.50
Draft joint case management statement and correspondence with defense counsel regarding same.	0.80
Continue drafting joint statement and correspondence with defense counsel regarding same.	0.60
Correspondence with defense counsel regarding outstanding issues and draft amended joint statement.	0.70
Correspondence with defense counsel regarding various issues and revise joint statement to file.	1.00
Prepare a Joint Stipulation to Extend the Dismissal Deadline; discussion with DER.	0.70
Continue drafting joint stipulation and correspondence with defense counsel regarding same.	0.50
Evaluate various issues with the case and revise joint statement to include additional information and correspondence with defense counsel regarding same.	1.20
Draft joint statement for upcoming case management conference and correspondence with defense	1.30

counsel regarding outstanding issues.	
Draft joint stipulation to continue various deadlines and draft meet and confer letter to defense	2.30
counsel regarding various issues related to discovery.	
Draft joint statement for case management conference.	1.00
Revise joint statement and correspondence with defendant regarding same.	0.50
Appearances	
Attend case management conference.	1.50
Attend case status conference.	1.00
Attend case management conference.	1.30
Informal Discovery Conference with the Court.	1.30
Prepare for and attend IDC.	1.50
Discovery and Deposition	
Evaluate documents for Renee Robinson discovery responses.	1.80
Telephone call with Renee Robinson to discuss facts of the case for purposes of discovery.	2.20
Evaluate documents for Lisa Steiner.	1.00
Draft responses to discovery requests on behalf of Plaintiff Robinson.	4.40
Telephone call with Lisa Steiner to obtain information for discovery responses.	1.50
Draft responses to discovery on behalf of Lisa Steiner.	2.70
Meeting with Cruzelma Martinez to prepare her for her deposition.	1.70
Draft responses to special interrogatories on behalf of Lisa Steiner.	4.00
Evaluate all documents produced in the case and discovery responses in order to prepare Cruzelma Martinez for her deposition.	5.20
Meeting with Cruzelma Martinez to prepare her for her deposition.	5.00
Fly to Sacramento and attend deposition of Plaintiff Cruzelma Martinez.	14.00
Evaluate documents and questions to discuss with Cruzelma Martinez and meeting with Ms. Martinez to prepare her for deposition.	2.50
Attend second day of deposition of Cruzelma Martinez.	8.00
Prepare for meeting with Renee Robinson to prepare her for her deposition.	1.40
Prepare for meeting with Renee Robinson and meeting to prepare her for her deposition.	1.50
Prepare for deposition and meeting with Renee Robinson to prepare her for her deposition.	4.70
Prepare for and depo prep with Plaintiff Renee Robinson.	4.20
Attend deposition in Sacramento of Plaintiff Renee Robinson.	15.50
Evaluate documents for the case, determine additional discovery to conduct, prepare belaire west list, and email counsel regarding same.	1.70
Evaluate data and documents to determine additional discovery and information needed for class certification.	6.50

Draft person most knowledgeable deposition notice with various categories and document requests.	3.50
Continue evaluating documents and information needed for motion for class certification and draft PMK deposition notice, requests for production set 2, and special interrogatories set three.	7.50
Evaluate responses and documents produced by defendant and lengthy meet and confer correspondence with defense counsel regarding same.	4.50
Evaluate numerous documents and prepare lengthy meet and confer letter to Defendant regarding various issues.	4.80
Evaluate additional documents and information needed and lengthy meet and confer letter to Defendant regarding outstanding discovery.	2.30
Evaluate additional items needed for class certification, telephone call with defense counsel, draft joint statement, and correspondence regarding same.	2.30
Evaluate documents and information needed ahead of meet and confer call with defendant.	1.40
Draft additional special interrogatories to defendant and also draft PMK deposition topics, and analyze additional information needed for motion for class certification.	3.80
Prepare for person most knowledgeable depositions by reviewing key documents and preparing questions to ask witnesses.	10.50
Prepare for second day of deposition of Shawn Burger as Person most knowledgeable; review deposition transcript of day of PMK for Shawn Burger.	7.50
Evaluate additional documents, discovery responses produced by Defendant, and depositions, and draft two meet and confer letters to counsel regarding same.	4.70
Prepare for PMK deposition.	8.50
Draft requests for production of documents and special interrogatories on behalf of the new Plaintiff Ronald Pigram.	1.50
Letters and Correspondence	
Telephone call with defense counsel regarding meet and confer on various issues.	0.30
Draft email to opposing counsel regarding meet and confer regarding second day of Plaintiff Martinez's deposition.	0.50
Exchange meet and confer correspondence with defense counsel regarding various issues with depositions.	0.40
Correspondence with defense counsel regarding outstanding discovery issues.	0.20
Correspondence with defense counsel regarding outstanding discovery issues.	0.20
Correspondence with client regarding preparing for her deposition.	0.30
Evaluate meet and confer letter from defense counsel and correspondence with defense counsel regarding same.	0.50
Correspondence with client and defense counsel regarding outstanding discovery issues.	0.50
Meet and confer telephone call with defense counsel regarding outstanding discovery.	0.30

Telephone call with defense counsel and follow-up correspondence regarding same.	0.30
Telephone call with opposing counsel regarding mediation and discovery issues.	0.40
Telephone call with opposing counsel regarding informal exchange of information pending mediation.	0.30
Draft letter to opposing counsel regarding agreement with respect to production of documents and belaire west contact information prior to mediation and correspondence with administrator regarding same.	1.50
Correspondence with various class members regarding email.	0.50
Researched and evaluated mail-merge methods for distributing case-related communications.	0.50
Prepared and transmitted case-related communications by email to putative class members.	0.60
Reviewed email delivery-failure notifications and compiled undeliverable recipient information for follow-up.	1.00
Review and revise email template to communicate with the class.	0.70
Telephone calls with clients regarding the case and correspondence with defendant regarding depositions.	0.60
Telephone call and follow-up correspondence with defense counsel regarding outstanding issues in the case.	0.70
Telephone call with defense counsel to meet and confer regarding outstanding discovery issues.	1.50
Evaluate various issues related to upcoming case management conference.	0.50
Correspondence with opposing counsel regarding meet and confer on discovery.	0.30
Correspondence with defense counsel.	0.20
Multiple telephone calls with defense counsel regarding negotiations to waive five year deadline, along with discussion with co-counsel on strategy regarding deadline.	1.50
Telephone call with opposing counsel regarding the case, review additional items needed for case, and correspondence to opposing counsel regarding same.	1.20
Evaluate issues related to depositions and correspondence with opposing counsel regarding same.	0.70
Evaluate status of case and correspondence with defense counsel regarding same.	0.50
Meet and confer telephone call with defense counsel.	1.00
correspondence with defense counsel regarding the case.	0.50
Multiple Correspondence with defense counsel regarding outstanding discovery issues.	1.30
Correspondence with defense counsel regarding depositions and other outstanding discovery.	0.40
Evaluate information needed for depositions and correspondence with defense counsel regarding same.	1.30
Continue evaluating data and documents for depositions and correspondence with defense counsel regarding PMK categories and other issues.	2.40
Draft lengthy meet and confer letter regarding outstanding discovery issues.	1.90
Lengthy letter to counsel outlining various meet and confer issues to address.	1.60

Meet and confer with defense counsel regarding outstanding discovery issues.	0.80
Telephone call with co-counsel regarding outstanding issues in the case.	0.60
Correspondence with defense counsel regarding outstanding discovery issues.	0.30
Correspondence with counsel regarding service of complaint on additional defendants as well as settlement efforts.	0.40
Multiple correspondence with defense counsel regarding outstanding issues.	0.60
Correspondence with defense counsel and co-counsel regarding settlement language.	1.20
Mediation / Settlement	
Evaluate case and all documents in order to have discussion with defense counsel regarding settling the matter and other outstanding issues.	3.00
Telephone call with defense counsel regarding settlement.	0.60
Correspondence to defense counsel regarding settlement calculations.	0.30
Telephone call with defense counsel regarding settlement estimates.	0.20
Correspondence to defense counsel regarding meet and confer on discovery and settlement.	0.20
Telephone call with mediator.	0.50
Evaluate data for mediation and correspondence with opposing counsel regarding same.	0.30
Evaluate data provided by Defendant and correspondence with opposing counsel regarding same.	0.70
Draft mediation brief.	3.50
Continue drafting mediation brief.	1.50
Review deposition of Cruzelma Martinez for purposes of upcoming mediation.	3.50
Review deposition of Renee Robinson for purposes of mediation.	2.00
Continue reviewing deposition of Renee Robinson for purposes of mediation.	1.50
Finish reviewing deposition of Renee Robinson for purposes of incorporating into mediation.	1.20
Continue drafting Plaintiffs' mediation brief.	10.50
Prepare for mediation and discussions with mediator regarding same.	1.00
Prepare for and attend mediation.	8.50
Attend mediation with Brandon McKelvey.	8.70
Prepare for mediation by reviewing data, mediation brief, documents, and formulating negotiating strategy.	2.40
Revise MOU and add additional language and correspondence with defense counsel regarding same.	1.80
Finalize MOU and correspondence with defense counsel regarding same.	0.70
Draft long form PAGA settlement agreement and individual settlement agreement for Cruzelma Martinez; lengthy correspondence with defense counsel regarding same.	3.50
Draft mediation brief for upcoming mediation.	8.40
Attend mediation.	8.50

Attend mediation.	8.50
Law and Motion	
Draft stipulation to continue motion for class certification.	0.50
Continue drafting motion to amend complaint, including adding numerous additional sections.	6.50
Telephone calls with potential new class representative. Continue drafting motion to amend complaint, including all supporting documentation. Draft amended complaint.	11.70
Revise motion to amend.	3.00
Draft proposed order.	0.30
Draft declaration of DER.	0.80
Revise motion for leave to amend.	4.00
Revise motion for leave to amend.	3.00
Revise motion for leave to amend.	5.00
Revise motion for leave to amend.	5.00
Research re motion for leave to amend.	2.50
Research re motion for leave to amend.	3.00
Continue draft motion for leave to amend.	5.00
Research re doe amendment.	3.00
Review opposition to motion for leave.	1.00
Review declaration ISO opposition to motion for leave.	0.50
Research ISO motion for leave to amend.	2.30
Draft motion for approval of PAGA settlement.	6.30
Continue drafting motion for approval of PAGA settlement and supporting documents; correspondence with co-counsel and administrator regarding same.	5.60
<u>TOTAL</u>	368.50

EXHIBIT 7

DOMB RAUCHWERGER LLP - COST DETAIL
Martinez v. Burger Rehabilitation System, Inc.

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/18/2022	Barbara Como Reporting	Deposition Transcript	\$ 679.94
1/30/2024	Barbara Como Reporting	Deposition Transcript	\$ 783.25
9/11/2025	Brandon McKelvey	Mediation Fees.	\$ 7,000.00
4/16/2025	Stamps.com	Postage	\$ 6.62
4/16/2025	Stamps.com	Postage	\$ 6.62
4/16/2025	Stamps.com	Postage	\$ 6.62
4/16/2025	Stamps.com	Postage	\$ 6.62
4/25/2025	Stamps.com	Postage	\$ 6.35
5/23/2025	Stamps.com	Postage	\$ 6.35
8/25/2022	Devin Rauchwerger	Meal Expense	\$ 38.39
8/25/2022	Devin Rauchwerger	Meal Expense	\$ 81.33
12/16/2022	Devin Rauchwerger	Meal Expense	\$ 48.43
12/16/2022	Devin Rauchwerger	Meal Expense	\$ 54.31
9/8/2022	Devin Rauchwerger	Meal Expense	\$ 27.17
9/8/2022	Devin Rauchwerger	Meal Expense	\$ 14.00
7/1/2023	InfoTrack	Attorney Service	\$ 70.00
9/28/2023	InfoTrack	Attorney Service	\$ 90.00
11/23/2023	InfoTrack	Attorney Service	\$ 110.00
1/22/2024	InfoTrack	Attorney Service	\$ 17.90
3/4/2024	InfoTrack	Attorney Service	\$ 17.90
7/3/2024	InfoTrack	Attorney Service	\$ 17.90
7/26/2024	InfoTrack	Attorney Service	\$ 17.90
10/7/2024	InfoTrack	Attorney Service	\$ 18.45
2/10/2025	InfoTrack	Attorney Service	\$ 20.45
4/11/2025	InfoTrack	Attorney Service	\$ 80.45
4/18/2025	InfoTrack	Attorney Service	\$ 20.45
4/28/2025	InfoTrack	Attorney Service	\$ 20.45
5/20/2025	InfoTrack	Attorney Service	\$ 20.45
5/27/2025	InfoTrack	Attorney Service	\$ 20.45
5/27/2025	InfoTrack	Attorney Service	\$ 20.45
6/27/2025	InfoTrack	Attorney Service	\$ 20.45
7/21/2025	InfoTrack	Attorney Service	\$ 20.45
8/18/2025	InfoTrack	Attorney Service	\$ 20.45
8/21/2025	InfoTrack	Attorney Service	\$ 40.45
8/27/2025	InfoTrack	Attorney Service	\$ 85.00
8/27/2025	InfoTrack	Attorney Service	\$ 150.00
9/2/2025	InfoTrack	Attorney Service	\$ 85.00
9/5/2025	InfoTrack	Attorney Service	\$ 57.50
9/8/2025	InfoTrack	Attorney Service	\$ 20.45
9/8/2025	InfoTrack	Attorney Service	\$ 20.45
10/6/2025	InfoTrack	Attorney Service	\$ 20.45
11/14/2025	InfoTrack	Attorney Service	\$ 20.45
11/25/2025	InfoTrack	Attorney Service	\$ 20.45

DOMB RAUCHWERGER LLP - COST DETAIL
Martinez v. Burger Rehabilitation System, Inc.

2/27/2026	InfoTrack	Attorney Service	\$ 22.45
3/19/2026	InfoTrack	Attorney Service	\$ 22.45
4/11/2026	InfoTrack	Attorney Service	\$ 6.69
6/12/2026	InfoTrack	Attorney Service	\$ 22.45
6/26/2026	InfoTrack	Attorney Service	\$ 22.45
9/8/2026	InfoTrack	Attorney Service	\$ 22.45
9/8/2026	InfoTrack	Attorney Service	\$ 155.00
8/17/2022	One Legal	Attorney Service	\$ 72.07
10/4/2022	One Legal	Attorney Service	\$ 128.69
11/3/2022	One Legal	Attorney Service	\$ 200.75
11/15/2022	One Legal	Attorney Service	\$ 200.75
11/15/2022	One Legal	Attorney Service	\$ 293.41
3/16/2023	One Legal	Attorney Service	\$ 72.07
4/4/2023	One Legal	Attorney Service	\$ 72.07
4/28/2023	One Legal	Attorney Service	\$ 72.07
8/9/2024	One Legal	Attorney Service	\$ 18.43
9/11/2026	Phoenix Class Action Administrator	Administration of Belaire West	\$ 1,325.56
9/5/2025	Richard Drogin	Expert Analysis	\$ 2,150.00
9/9/2022	Sacramento County Superior Court	Download fees	\$ 20.20
9/9/2022	Sacramento County Superior Court	Download fees	\$ 2.00
8/12/2022	SouthWest	Flight Cost	\$ 511.96
8/28/2022	SouthWest	Flight Cost	\$ 511.96
10/28/2022	SouthWest	Flight Cost	\$ -
11/9/2022	SouthWest	Flight Cost	\$ -
11/15/2022	SouthWest	Flight Cost	\$ 415.95
4/7/2025	Steno Agency, Inc.	Deposition Transcript	\$ 2,630.20
4/7/2025	Steno Agency, Inc.	Deposition Transcript	\$ 2,289.15
4/17/2025	Steno Agency, Inc.	Deposition Transcript	\$ 2,552.10
5/5/2025	Steno Agency, Inc.	Deposition Transcript	\$ 3,039.05
5/23/2025	Steno Agency, Inc.	Deposition Transcript	\$ 1,150.00
5/29/2025	Steno Agency, Inc.	Deposition Transcript	\$ 1,639.15
6/3/2025	Steno Agency, Inc.	Deposition Transcript	\$ 1,873.30
8/25/2022	Uber	Travel Fees.	\$ 61.44
8/25/2022	Uber	Travel Fees.	\$ 21.94
8/25/2022	Uber	Travel Fees.	\$ 33.26
12/16/2022	Uber	Travel Fees.	\$ 62.10
12/16/2022	Uber	Travel Fees.	\$ 22.90
12/16/2022	Uber	Travel Fees.	\$ 24.61
9/8/2022	Uber	Travel Fees.	\$ 56.02
9/8/2022	Uber	Travel Fees.	\$ 21.92
9/8/2022	Uber	Travel Fees.	\$ 20.99
9/8/2022	Uber	Travel Fees.	\$ 44.74
8/28/2025	Whitepages	Research Fees.	\$ 5.99

Total: \$ 31,801.49