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7 Attorneys for Plaintiff Santiago Nunez on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

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

11 SANTIAGO NUNEZ, on behalf of himself
12 and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 CANOGA TOPANGA DH, LP, a
16 California limited partnership, and DOES 1
through 10, inclusive,

17 Defendants.
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Case No. 21VECV00160

*Assigned for all purposes to The Honorable Shirley
K. Watkins*

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

Date: April 21, 2022

Time: 8:30 AM

Dept.: T

RESERVATION ID: 954963730982

Complaint Filed: February 9, 2021

Trial Date: None

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

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

7 **Counsel's Experience and Recommendation:**

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

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

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

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

24 **Background and Procedural History**

25 6. On November 10, 2020, pursuant to Labor Code § 2699.3, Plaintiff gave written
26 notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by
27 certified mail, return receipt requested, to Defendant Canoga Topanga DH, LP ("Defendant") of
28 the specific provisions of the Labor Code alleged to have been violated, including the facts and

1 theories to support the alleged violation. On February 9, 2021, and after the LWDA declined to
2 take action within the statutorily permissible time with respect to Plaintiff's November 10, 2020
3 letter, Plaintiff filed his representative action complaint in this Court.

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

6 8. Defendant operates a single Dog Haus restaurant in Canoga Park, California.

7 9. Defendant employed Plaintiff Santiago Nunez as a non-exempt employee from July
8 2020 through October 2020. The Aggrieved Employees are all persons who worked for Defendant
9 in California as a non-exempt employee at any time from November 10, 2019 to December 31,
10 2021.

11 10. Plaintiff asserts claims that Defendant failed to pay Plaintiff and Aggrieved
12 Employees all wages due including all minimum wages and overtime wages, in violation of Labor
13 Code §§ 510, 558, and 1194, failed to provide legally compliant rest breaks to Plaintiff and
14 Aggrieved Employees, in violation of Labor Code §§ 226.7 and 558, failed to provide legally
15 compliant meal breaks to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226.7,
16 512, and 558, and failed to pay all wages due or issue accurately itemized wage statements to
17 Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 201-202, 226(A), and 226.3.
18 Plaintiff asserts these claims under PAGA, seeking civil penalties for the alleged Labor Code
19 violations.

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

21 11. Plaintiff first submitted the Settlement Agreement and original settlement approval
22 papers to the LWDA via online upload on January 7, 2022. Plaintiff submitted the Amended
23 Settlement Agreement, together with this Motion and all supporting documents, to the LWDA via
24 online upload on March 18, 2022 concurrently with the filing of this Motion. A true and correct
25 copy of the email confirmation from the LWDA dated January 7, 2022 is attached hereto as **Exhibit**
26 **E.**

1 12. Plaintiff first submitted the Settlement Agreement, a Stipulation and Order to
2 approve the settlement, and the Declaration of Daniel F. Gaines on January 7, 2022, to the Court
3 (the “Stipulation”). On January 21, 2022, the Court issued its [Tentative] Order Re: Declaration of
4 Daniel Gaines in Support of Stipulation and [Proposed] Order Approving Settlement of PAGA
5 Claims and Dismissing Action with Prejudice (the “Tentative Order”). The Tentative Order
6 directed Plaintiff to address a number of issues regarding the settlement and the information
7 provided in the Stipulation. A true and correct copy of the tentative order is attached hereto as
8 **Exhibit C.** Those issues are addressed herein below.

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

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

14 14. We obtained and reviewed multiple documents, including (i) Plaintiff’s employee
15 file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other
16 aggrieved employees, and (iii) data relating to the number of alleged violations and the value of the
17 recoverable penalties, including time and payroll data. The major issue in this case was whether
18 Defendant failed to pay all minimum wages consistent with the Los Angeles County minimum
19 wage ordinance. Defendant proffered data and documents evidencing that it paid the minimum
20 wage to most, if not all, employees, such that this claim had minimal value.

21 15. Based on the information received, as well as through discussions with Defendant’s
22 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
23 the definition of “Aggrieved Employee” for the relevant statutory period, and (ii) construct a
24 damage model that calculated the maximum realistic amount of PAGA penalties that could be
25 levied against Defendant within the PAGA Period. Defendant, however, disputed Plaintiff’s claims
26 and disputed both the existence of and extent of liability as alleged by Plaintiff. Based on the
27 information received, as well as through discussions with Defendant’s counsel, my office was able
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1 to ascertain (i) the size of the aggrieved employee group, (ii) the number of affected pay periods at
2 issue among them, and (iii) the strength of Plaintiff's claims.

3 16. On November 29, 2021, the Parties participated in a mediation session with
4 respected mediator attorney Steve Pearl. During the mediation, the parties engaged in arm's-length
5 negotiations and reached a resolution of the PAGA claims asserted in this action. The Parties jointly
6 prepared and executed the Settlement Agreement on December 20, 2021. A true and correct copy
7 of the Amended Settlement Agreement is attached hereto as **Exhibit D**.

8 **Settlement Terms:**

9 17. All non-exempt employees that performed work for Defendant during the PAGA
10 Period will receive a pro rata share of the \$9,009.57 allocated to Aggrieved Employees, which shall
11 be distributed based on the number of pay periods each Aggrieved Employee worked for Defendant
12 in California during the PAGA Period.

13 18. Although these calculations will not be made until after approval, a rough estimation
14 of the value to the 110 individuals falling within the definition of "Aggrieved Employee" may be
15 gleaned from the fact that an equal division would provide about \$81.90 to each Aggrieved
16 Employee, net of payments to the LWDA, the Settlement Administrator, attorney's fees, and costs.
17 The LWDA will be paid \$27,028.71.

18 19. This case addresses violations of important employee protections embodied in the
19 California Labor Code – namely, that Defendant failed to pay Plaintiff and Aggrieved Employees
20 all wages due including all minimum wages and overtime wages, in violation of Labor Code §§
21 510, 558, and 1194, failed to provide legally compliant rest breaks to Plaintiff and Aggrieved
22 Employees, in violation of Labor Code §§ 226.7 and 558, failed to provide legally compliant meal
23 breaks to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226.7, 512, and 558,
24 and failed to timely pay all wages due and issue accurately itemized wage statements to Plaintiff
25 and Aggrieved Employees, in violation of Labor Code §§ 201-202, 226(a), and 226.3. Defendant's
26 maximum theoretical exposure in this action for the 110 total Aggrieved Employees is
27 approximately \$148,500, which is ascertained by multiplying the 1,485 total aggregate pay periods
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1 by \$100 each, assuming one violation occurred in every pay period at the initial penalty rate and
2 without stacking penalties, as there is currently no California authority that provides for PAGA
3 penalties to be stacked.

4 20. Plaintiff argued that Defendant failed to pay the applicable minimum wage for all
5 periods of time during the relevant limitations period. Defendant demonstrated that it paid most –
6 if not all – employees at the proper rates. As a result, this claim had minimal value. Defendant
7 also demonstrated through the production of time and wage records and policy documents that it
8 enforced meal and rest period policies and practices which complied with California law. As a
9 result, Plaintiff's claims were not strong; the settlement amount is a fair compromise considering
10 the risks of continued litigation in light of the strengths and weaknesses of Plaintiff's claims on
11 behalf of himself and other aggrieved employees. Because Plaintiff's wage statement and waiting
12 time penalty claims were wholly derivative of his unpaid wage claims, and subject to independent
13 defenses of their own, he was required to compromise them as set forth in the Amended Settlement
14 Agreement.

15 21. Defendant contends it acted within the requirements of California law at all times
16 as to all Aggrieved Employees. It further contends that not every pay period at issue – and no pay
17 periods at issue – involved an alleged Labor Code violation subject to civil penalties. Moreover,
18 it maintained that even if the Court did award penalties, the Court could and would *substantially*
19 reduce the penalties awarded based on the discretionary factors contained in Labor Code §
20 2699(e)(2).

21 22. Based on these disputes, which had the potential to completely eliminate Plaintiff's
22 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
23 by a "maximum possible liability" amount of approximately \$148,500, and a net-zero recovery
24 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
25 Settlement achieves a significant benefit – approximately 60% recovery of the maximum possible
26 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
27 set forth in the Settlement.
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1 **Attorneys' Fees:**

2 23. My office is submitting an attorney fee request equaling \$36,000. Based on a
3 projected final lodestar of \$70,592.50, this yields a “negative multiplier” of 0.51 under the \$36,000
4 fee request. The billing rates used to compute the lodestar are reasonable in view of the evidence
5 submitted herewith. A true and correct copy of my firm’s invoice is attached hereto as **Exhibit F**.

6 24. As detailed in the first few paragraphs of this declaration, I have practiced law in
7 California since 2007 and most of that time has been dedicated exclusively to representing
8 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
9 and class action contexts. My reasonable hourly rate is \$650; this rate has been approved by judges
10 in this Court and throughout Southern California over the past year.

11 25. Mr. Katofsky is a highly skilled and experienced litigator with 21 years of
12 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
13 Law. His hourly rate of \$700 reflects his extensive experience and education and comports to the
14 market rate. This rate has been approved by the Orange and Los Angeles County Superior Courts
15 over the past year.

16 26. Ms. Schimmel has been practicing law for over twenty years with extensive
17 experience in litigation matters, including employment law and class and representative actions.
18 She is a 1992 graduate of University of California, Los Angeles (B.A.), and a 1996 graduate of
19 Loyola Law School (J.D.). Based on her extensive experience her hourly rate of \$750 is reasonable
20 and has been approved by the Orange and Los Angeles County Superior Courts over the past year..

21 27. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
22 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
23 experience litigating wage and hour cases in California. His proffered hourly rate of \$575 has been
24 approved by the Orange and Los Angeles County Superior Courts over the past year.

25 28. Ms. Jennifer Krikorian has been practicing law for over five years with extensive
26 experience representing employees in arbitration and litigation and conducting jury trials as a
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1 former criminal prosecutor. Based on her education and experience her proffered hourly rate of
2 \$525 is reasonable.

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

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

17 31. Notwithstanding the existence of issues having the potential to eliminate recovery
18 on the PAGA claim, the Amended Settlement Agreement not only achieves a recovery that exceeds
19 typical PAGA awards routinely approved by the courts, it recovers monies for Aggrieved
20 Employees which they otherwise would not receive. As such, this factor balances strongly in favor
21 of approval of the Settlement. Even with my firm's combined extensive experience litigating
22 employment cases, prosecuting these cases still carries a considerable amount of risk. There is the
23 significant risk that Plaintiff would not succeed in proving Defendant's liability at trial.

24 32. Representative action work also requires specialized learning and the willingness to
25 take large risks. My office has extensive experience in wage and hour representative action
26 litigation, particularly in the employment context, as detailed herein.
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33. Furthermore, as described above, the Aggrieved Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

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

Counsel's Costs:

35. My firm's total costs are \$9,412.72 and include, among other expenses, mediation fees and expert analysis fees. A true and correct copy of an itemized list of costs incurred by my firm in this action is attached hereto as **Exhibit G**. These costs were reasonably incurred in litigating this matter.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 17th day of March 2022 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B



A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

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

November 10, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Canoga Topanga DH LP
121 E. Chestnut Ave
Monrovia, CA 91016

Defendant mailed certified # 70180360000011916786

Agent for Service of Process for Canoga Topanga DH LP
Chet Olsen
9696 Culver Blvd., Ste. 301
Culver City, CA 90232

Agent mailed certified # 70180360000011916779

Re: ***Labor Code Violations of Canoga Topanga DH LP – Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Santiago Nunez, a former non-exempt California employee of Canoga Topanga DH LP ("Defendant"). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant, which operates the Dog Haus restaurant, in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Our client, on behalf of himself and all other Aggrieved Employees, claims that Defendant failed to pay the California minimum wage. Defendant paid our client and other Aggrieved Employees \$14.25 per hour, which is less than the required state mandated minimum wage of \$15.00 per hour applicable to Defendant. Furthermore, when these employees worked overtime hours of eight (8) or more hours in a day or forty (40) or more hours in a workweek, they were not paid overtime wages of one-and-one-half times the regular rate of pay based upon the required state mandate minimum wage. These failures to pay all overtime minimum wages due constitute violations of Labor Code §§ 510, 558, 1194 and 1194.2.

Our client also alleges that Defendants failed to pay him and other Aggrieved Employees all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558 and 1194. In an effort to avoid paying overtime wages and providing legally compliant meal periods, after completing six (6) hours of work, our client and other Aggrieved Employees would clock out and continue working and were not paid for their time. This deprived our client and other Aggrieved Employees of significant wages due. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001. Our client and all other Aggrieved Employees were routinely not authorized and unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 5-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period, in violation of Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 5-2001. When our client and Aggrieved Employees did receive meal periods, they would typically be interrupted and they would be required to continue working, in violation of Labor Code §§ 226.7, 510, 512, 558, 1194 and IWC Wage Order 5-2001.

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

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

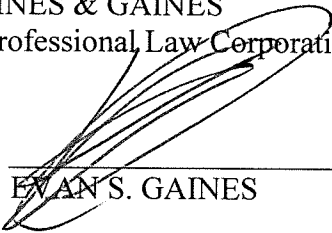
Labor & Workforce Development Agency
Canoga Topanga DH LP
Chet Olsen
Page 3

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

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :



EVAN S. GAINES

EXHIBIT C

DEPARTMENT T LAW AND MOTION RULINGS

If ALL parties submit on the tentative, then no appearance is necessary unless some other matter (i.e., Case Management Conference) is on calendar. It is not necessary to call the court to request oral argument. Oral argument is permitted on all tentative rulings.

Case Number: 21VECV00160 **Hearing Date:** January 25, 2022 **Dept:** T

SANTIAGO NUNEZ etc.,

Plaintiff,

vs.

CANOGA TOPANGA DH, LP, et al.,

Defendants.

CASE NO: 21VECV00160

[TENTATIVE] ORDER RE:
DECLARATION OF DANIEL GAINES
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PAGA CLAIMS AND
DISMISSING ACTION WITH
PREJUDICE

Dept. T
8:30 a.m.
January 25, 2022

[TENTATIVE] ORDER: The Declaration of Daniel Gaines for an Order Approving Settlement of PAGA Claims and Dismissal of the Action is DENIED WITHOUT PREJUDICE.

Discussion

Plaintiff Santiago Nunez (“Plaintiff”), in his representative capacity, must provide sufficient facts to show that the settlement is fair, reasonable and adequate (Govt. C. sec.12652) or “fair to those affected” (*Williams v Superior Court* (2017) 3 Cal. 5th 531, 549; see also *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, as modified (Sept. 30, 1996); *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.)

The Court notes that Plaintiff, through Attorney Daniel Gaines’ Declaration (“Declaration,”) provides some information regarding the settlement. However, sufficient facts to determine fairness is lacking. Plaintiff is required to present a summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. Mr. Gaines’ testimony of the discovery conducted is insufficient because it is very vague. There is no identification of any documents reviewed. (Gaines’ Decl. par. 8.) Mr. Gaines’ Declaration further lacks a summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved. Mr. Gaines’ Declaration further lacks sufficient

information for the court to make an independent determination that the consideration being received for the release of claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. It is in this defect that Plaintiff would have benefitted from filing a Points and Authorities that presented a discussion of authorities and facts that supported Plaintiff's contention. A judge in a civil case is not "obligated to seek out theories [a party] might have advanced, or to articulate for him that which ... [a party] has left unspoken." (*Mesecher v. County of San Diego* (1992) 9 Cal.App.4th 1677, 1686.)

Despite the lack of Points and Authorities, the attached Settlement Agreement shows that the parties estimate the total number of Aggrieved Employees to be 110 employees and the time period of the alleged violations to be between November 10, 2019 and December 31, 2021. ((Settlement Agreement Section 1.01(a).) Plaintiff contends that from the \$90,000 settlement amount, approximately \$8,500 (ie: the Net Settlement Fund) will be distributed to approximately 110 Aggrieved Employees (Settlement Agreement Section 3.02(a)(2).) The Net Settlement Fund was calculated by deducting up to \$36,000 for attorney fees, up to \$10,000 for costs, up to \$5,000 for Plaintiff's enhancement payment, up to \$5,000 for the Settlement Administrator, and \$25,500 paid the State of California Labor and Workforce Development Agency ("LWDA.") (Ibid.) With the Net Settlement Fund, it is calculated that each Aggrieved Employee potentially could receive approximately \$77.27 (assuming that each Aggrieved Employee has a claim for the entire number pay periods at issue.)

Plaintiff contends that there are 1,485 pay periods at issue (Gaines' Decl. par. 11.) It is unclear if the total pay periods is an aggregate of the pay periods of all 110 Aggrieved Employees. As stated above, the time period at issue is November 10, 2019 thru December 31, 2021 or 26 months. Assuming the employees were paid bi-monthly, it could be assumed that there are 52 pay periods per employee at issue. At the rate of \$100 penalty for 52 pay periods, the penalty would be \$5,200 per employee (again assuming that each Aggrieved Employee has a claim for the entire number pay periods at issue.) Comparing the approximate \$77 pay out to each employee with the potential \$5,200 penalty to each employee, the pay out to each employee is 1.5% of the penalty. Purely on the numbers, 1.5% of the penalty appears to be unreasonable.

It is further noted that Plaintiff fails to present any facts to show entitlement to a \$5,000 enhancement payment.

The Settlement Agreement also attaches a Notice to the Aggrieved Employees, as if the action were a Class Action. However, the Settlement Agreement and Counsel's Declaration fail to address the following, despite the action being a Representative Action rather than a Class Action: (1) Who is the administrator for

the settlement? (2) Provide the qualifications and experience of the Administrator; (3) How/when will the administrator receive the class list or list of Aggrieved Employees? (4) Will the list be updated by the administrator prior to the initial mailing? (5) What is the deadline for the initial issuance of notice to class members or Aggrieved Employees? (6) Does the notice accurately reflect the Court's current social distancing procedures for attendance at hearings and review of court files? (Counsel should check the Court website for most current information.) (7) How will payments be processed? (8) How will notices returned to the administrator as undeliverable be handled? (9) How will re-mailed notices, if any, be handled? (10) How will you give notice of any change of the date or location of the hearing? (11) Will there be a settlement website? If so, provide the URL; or (12) Will there be publication notice? If so, indicate the timing, locations, and manner by which publication notice will be disseminated.

Specifically as to the request for attorney fees and costs, Mr. Gaines' declaration fails to present any facts to show the reasonableness of the amount of fees and costs requested (ie: up to \$36,000 for attorney fees, up to \$10,000 for costs.)

For the above defects in Counsel's Declaration, the request is DENIED WITHOUT PREJUDICE. The court orders that if this case is dismissed and refiled, compliance with California Rules of Court 3.300 is required.

EXHIBIT D

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

Santiago Nunez v. Canoga Topanga DH, LP
Los Angeles County Superior Court
Case Number 21VECV00160

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

This Amended Agreement is made by and between Defendant Canoga Topanga DH, LP (“Defendant”), Plaintiff Santiago Nunez (“Plaintiff”), for himself, Aggrieved Employees (defined below), on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Amended Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Los Angeles County Superior Court case number 21VECV00160 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Ninety Thousand Dollars (\$90,000.00) (hereinafter referred to as the “PAGA Settlement Sum”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs in connection with this Amended Agreement and an enhancement payment to Plaintiff Nunez. The Parties further agree that this Amended Agreement is a compromise of disputed claims and that nothing in this Amended Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) “Aggrieved Employees” means all individuals who worked for Defendant Canoga Topanga DH, LP in California, as hourly and/or non-exempt employees at any time between November 10, 2019 and December 31, 2021. Defendant represents that the total number of Aggrieved Employees is approximately 110 individuals.

- (b) “Complaint” means the operative Complaint filed by Plaintiff on or about February 9, 2021 which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and 1194.2.
- (c) “Court” means the Superior Court for the State of California, County of Los Angeles.
- (d) “Defense Counsel” or “Counsel for Defendant” is:

Jesse M. Caryl, Esq.
BENT CARYL & KROLL, LLP
6300 Wilshire Boulevard, Suite 1415
Los Angeles, California 90048
- (e) “Effective Date” means the date the Court approves the settlement of the PAGA penalties as described in this Amended Agreement and dismisses the Action with prejudice.
- (f) “Plaintiff’s Counsel” is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301
- (g) “Release Period” means the time period November 10, 2019 through December 31, 2021.

Article II.

Background.

Section 2.01 Background.

- (a) On February 9, 2021, Plaintiff Nunez filed a complaint in the Superior Court of the State of California for the County of Los Angeles, entitled *Santiago Nunez v. Canoga Topanga DH, LP*, Case No. 21VECV00160. The Litigation is brought by Santiago Nunez, on behalf of himself, the State of California and other aggrieved employees, as a single representative cause of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558, 1194, and 1194.2 premised on Defendant’s alleged failure to provide all meal and rest periods, or premium compensation in lieu thereof, pay all wages due, timely pay wages due at separation of employment, and issue complete and accurate wage statements.
- (b) Through this litigation, the Parties have engaged in informal discovery, including a review of aggrieved employees’ timekeeping and payroll records and the pertinent policies and procedures. The Parties reached this PAGA Settlement only after such discovery and

investigation was performed, following a mediation with Steve Pearl, Esq. on November 30, 2021.

- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court approving the payment of the PAGA Settlement Sum as described in this Amended Agreement at the earliest possible date. Concurrently with the submission of this Amended Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Amended Agreement.

The Court's approval of the payment of the PAGA Settlement Sum as described in this Amended Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Amended Agreement or decline to dismiss the Action, this Amended Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to it.

Section 3.02 Settlement Payment Procedures.

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

- (1) Defendant agrees to pay a total amount of Ninety Thousand Dollars (\$90,000.00) to settle this matter. This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of himself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Sum in connection with this Amended Agreement unless the escalator clause in paragraph 6.13 herein is invoked. In the event that this Amended Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent

jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to positions prior to mediation. Further, in that event, nothing in this Amended Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Amended Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum up to \$36,000 for the payment of Plaintiff's Counsel's fees, up to \$10,000 for the payment of Plaintiff's Counsel's costs, up to \$5,000 to Plaintiff for an enhancement payment, and up to \$5,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of approximately \$34,000. Seventy-five percent (75%) of the Net Settlement Fund, or approximately \$25,500, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Fund, or approximately \$8,500, shall be distributed to the Aggrieved Employees.
- (3) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (4) Defendant shall pay the PAGA Settlement Sum on an installment basis comprised of twelve (12) equal payments of \$7,500. Payment shall be made via wire, bank transfer or certified funds to the Settlement Administrator on or before the scheduled due date. The first payment of \$7,500 shall be delivered to the Settlement Administrator no later than January 15, 2022. The remaining payments shall each be delivered to the Settlement Administrator no more than thirty (30) calendar days after the due date of the prior installment payment (i.e., every month for a total of 12 months) until the PAGA Settlement Sum is paid in full.
- (5) No disbursements from the PAGA Settlement Sum may be made by the Settlement Administrator unless and until the Effective Date first occurs. Following the Settlement Administrator's receipt of the first two installment payments (totaling \$15,000), and subject to the prior occurrence of the Effective Date, it shall promptly disburse the PAGA Settlement Sum as follows: payment in full to the Aggrieved Employees (i.e. approximately \$8,500), payment in full to Plaintiff (\$5,000), and the balance (i.e. approximately \$1,500) paid to Plaintiff's Counsel for its attorneys' fees and costs. Each successive installment payment (or portion thereof) shall be paid to Plaintiff's Counsel for its attorneys' fees and costs until such fees and costs are paid in full. Thereafter, no later than thirty (30) calendar days after the entire PAGA Settlement Sum has been paid, the Settlement Administrator shall transmit to the LWDA its share of PAGA penalties and to itself all settlement administration fees incurred.
- (6) Defendant will provide the Settlement Administrator with a confidential list containing the names, addresses, and total number of pay periods worked during the Release Period

for each of the Aggrieved Employees within ten (10) calendar days after the Effective Date. This contact information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Amended Agreement and shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

- (7) No later than fifteen (15) calendar days after the second installment of the PAGA Settlement Sum has been paid, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.
- (8) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance will be paid to the California State Controller's Office – Unclaimed Property Fund, to be held in the name of the Settlement Aggrieved Employee.
- (9) 100% of the PAGA Settlement Sum is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

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

Section 4.02 Non-Evidentiary Use.

Neither this Amended Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Amended Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Amended Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Amended Agreement. Neither this Amended Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Amended Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

Invalidation of any material provision of this Amended Agreement shall invalidate this Amended Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Plaintiff Nunez and Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor Workforce Development Agency ("Released Claims") that accrued during the Release Period.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Amended Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

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

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Amended Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Amended Agreement are for the sole benefit of the Parties under this Amended Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Amended Agreement.

Section 6.04 Governing Law.

This Amended Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

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

Section 6.06 Waiver of Compliance.

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

Section 6.07 Counterparts.

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

Section 6.08 Attorneys' Fees and Costs.

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

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Amended Agreement, but excluding any dispute related to non-payment or late payment of any installment of the PAGA Settlement Sum (which is addressed in Section 6.12 herein), the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator Steven Pearl, and then, if unsuccessful, to the Court. To the extent any Party seeks to enforce any of the terms of this Amended Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/her/its/their reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Amended Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Court's Retention of Jurisdiction.

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

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

If any required installment payment is not received on the date due, Defendant shall be in default of its obligations under this Settlement. Plaintiff shall e-mail notice of the default to Defendant at jcaryl@bcklegal.com. Defendant will then have seven (7) calendar days from the date notice is e-mailed to cure the default. If the default remains uncured for seven (7) calendar days, then all sums remaining unpaid under this Settlement shall be accelerated and become all

due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a judgment against Defendant to reflect this acceleration, the accrual of interest, plus actual attorneys' fees and costs incurred to enforce the judgment and this Settlement. Time is of the essence with respect to all provisions of this Amended Agreement.

Section 6.13 Escalator Provision.

This settlement is based on Defendant's representation that there are approximately 1,485 pay periods at issue worked by approximately 110 individuals through November 29, 2021. If the number of pay periods or employees exceeds these amounts by 5% or more, Defendant shall pay an increased PAGA Settlement Sum proportionate to the increase over the 5% threshold, with the larger increase controlling. For example, if the final number of pay periods is 6% greater than 1,485, the PAGA Settlement Sum will increase by 1%).

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

APPROVED AND ACCEPTED.

[SIGNATURES ON FOLLOWING PAGE]

Dated: March 15, 2022

CANOCA TOPANGA DH, LP

By _____
Its _____

Dated: March 15, 2022

DocuSigned by:

By 6A9CD753A7034A0...
SANTIAGO NUNEZ

This settlement is based on Defendant's representation that there are approximately 1,485 pay periods at issue worked by approximately 110 individuals through November 29, 2021. If the number of pay periods or employees exceeds these amounts by 5% or more, Defendant shall pay an increased PAGA Settlement Sum proportionate to the increase over the 5% threshold, with the larger increase controlling. For example, if the final number of pay periods is 6% greater than 1,485, the PAGA Settlement Sum will increase by 1%).

APPROVED AND ACCEPTED.

Dated: March 15, 2022

By *Yon Kase*
Its General Partner

Dated: March 15, 2022

By SANTIAGO NUNEZ

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

Dated: March 15, 2022

GAINES & GAINES, ALPC

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

Dated: March 15, 2022

BENT CARYL & KROLL LLP

By _____
Jesse M. Caryl, Esq.
Attorneys for Defendant

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

Dated: March 15, 2022

GAINES & GAINES, ALPC

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

Dated: March 15, 2022

BENT CARYL & KROLL LLP

By _____
Jesse M. Caryl, Esq.
Attorneys for Defendant

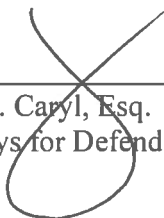


EXHIBIT A

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

SANTIAGO NUNEZ, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

CANOGA TOPANGA DH, LP, a
California limited partnership, and DOES 1
through 10, inclusive,

Defendants.

Case No. 21VECV00160

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

You have been identified as an individual who worked for Defendant Canoga Topanga DH, LP (“Defendant”) in California, as an hourly and/or non-exempt employee at any time between November 10, 2019 and December 31, 2021. (“Aggrieved Employee”).

On February 9, 2021, Plaintiff Santiago Nunez (the “Plaintiff”) commenced a lawsuit in Los Angeles Superior Court, case number 21VECV00160 (the “Lawsuit”) to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant failed to provide all meal and rest periods, or premium compensation in lieu thereof, pay all wages due, timely pay wages due at separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

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

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement. This Settlement is being administered by ILYM Group, Inc., which is an experienced group that has been administering settlements like this one for over ten years. If you have any concerns or questions regarding the administration of this Settlement you can contact ILYM Group, Inc. at _____.

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

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative complaint in the Action and/or the operative administrative exhaustion letter filed with the Labor Workforce Development Agency ("Released Claims") that accrued during the Release Period (from November 10, 2019 through December 31, 2021).

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

EXHIBIT E

Alex Katofsky

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Friday, January 7, 2022 11:05 AM
To: Alex Katofsky
Subject: Thank you for your Proposed Settlement Submission

01/07/2022 11:04:24 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT F

Selection Criteria	
Account	Nunez DH

Nickname Nunez DH | 2558
 Full Name Santiago Nunez
 Address
 Phone 1 Phone 2
 Phone 3 Phone 4
 In Ref To Nunez v. Canoga Topanga DH LP
 Fees Arrg. By billing value on each slip
 Expense Arrg. By billing value on each slip
 Tax Profile Exempt
 Round Fees 6 Minutes
 Last bill
 Last charge 4/15/2022
 Last payment Amount \$0.00

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
11/1/2020 93707	Alex Katofsky Office time [ESTIMATED] Pre Timekeeping: Litigation research and analysis regarding Defendant and claims	700.00	10.00	7,000.00	Billable
11/4/2020 84558	Daniel Gaines Office time Review and revise LWDA letter	650.00	0.40	260.00	Billable
11/4/2020 84592	Evan Gaines Office time Second intake call with client	575.00	0.70	402.50	Billable
11/5/2020 84600	Evan Gaines Office time Draft LWDA letter	575.00	1.20	690.00	Billable
11/9/2020 84615	Evan Gaines Office time Review file and email with co-counsel	575.00	0.50	287.50	Billable
11/10/2020 84761	Evan Gaines Office time Revise LWDA, sign and upload	575.00	0.60	345.00	Billable
1/14/2021 85907	Evan Gaines Office time Draft Complaint	575.00	1.20	690.00	Billable

Nunez DH:Santiago Nunez (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/20/2021 86087	Evan Gaines Office time Revise complaint & send to Hershey and client	575.00	0.80	460.00	Billable
2/8/2021 86507	Alex Katofsky Office time Review and revise Summons & Complaint	700.00	0.50	350.00	Billable
3/9/2021 87177	Evan Gaines Office time Emails with client regarding case status	575.00	0.50	287.50	Billable
7/13/2021 89856	Evan Gaines Office time Update client	575.00	0.30	172.50	Billable
7/14/2021 89857	Evan Gaines Office time Emails with defense regarding follow up data	575.00	0.40	230.00	Billable
8/20/2021 90077	Alex Katofsky Office time Prepare Case Management Statement	700.00	0.40	280.00	Billable
8/20/2021 90452	Daniel Gaines Office time Analysis of class list	650.00	0.60	390.00	Billable
9/8/2021 90634	Evan Gaines Office time Attend Case Management Conference	575.00	0.70	402.50	Billable
9/22/2021 90854	Alex Katofsky Office time Emails with counsel regarding scheduling mediation	700.00	0.20	140.00	Billable
9/22/2021 90920	Evan Gaines Office time Emails with defense regarding mediator availability	575.00	0.40	230.00	Billable
9/27/2021 90936	Evan Gaines Office time Call with client regarding status and mediation	575.00	0.40	230.00	Billable
10/5/2021 91283	Evan Gaines Office time Emails with client regarding status; schedule mediation	575.00	0.60	345.00	Billable

Nunez DH:Santiago Nunez (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
10/6/2021 91284	Evan Gaines Office time Emails with client re garding status; schedule mediation	575.00	0.60	345.00	Billable
10/21/2021 91353	Evan Gaines Office time Emails with client re garding status of mediation	575.00	0.30	172.50	Billable
11/15/2021 91660	Evan Gaines Office time Conflict check and review data for mediation	575.00	0.40	230.00	Billable
11/16/2021 91861	Evan Gaines Office time Emails with data expert regarding claims and send data	575.00	0.60	345.00	Billable
11/22/2021 91890	Evan Gaines Office time Draft mediation brief (Nov 22) and review documents	575.00	1.30	747.50	Billable
11/23/2021 91903	Evan Gaines Office time Revise mediation brief	575.00	0.60	345.00	Billable
11/29/2021 91815	Alex Katofsky Office time Attend Mediation via Zoom with Steve Pearl	700.00	10.00	7,000.00	Billable
11/29/2021 92617	Daniel Gaines Office time Attend Mediation via Zoom with Steve Pearl	650.00	4.00	2,600.00	Billable
11/30/2021 92622	Daniel Gaines Office time Review and revise Settlement approval	650.00	2.10	1,365.00	Billable
12/20/2021 92355	Evan Gaines Office time Stipulation/Order - disclose separate individual action; send Settlement to client for signature	575.00	1.20	690.00	Billable
1/3/2022 92530	Evan Gaines Office time Emails with defense regarding Stipulation signature	575.00	0.40	230.00	Billable
1/7/2022 92439	Alex Katofsky Office time Revise and finalize Stipulation for Approval of PAGA Settlement	700.00	0.40	280.00	Billable

Nunez DH:Santiago Nunez (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
1/11/2022 92492	Alex Katofsky Office time Attend Case Management Conference; prepare Notice of Settlement	700.00	1.20	840.00	Billable
1/21/2022 92912	Jen Krikorian Office time Review Tentative Ruling and Minute Order, submit to defense counsel; prepare to draft Motion	525.00	3.20	1,680.00	Billable
2/1/2022 93180	Jen Krikorian Office time Draft Motion in lieu of Stipulation & Order per Judge's Tentative Ruling	525.00	12.30	6,457.50	Billable
2/15/2022 93434	Jen Krikorian Office time Prepare, review and revise Motion for Settlement Approval	525.00	11.60	6,090.00	Billable
3/1/2022 93735	Miriam Schimmel Office time Review court's order; review and revise motion for approval of settlement and amended settlement agreement	750.00	3.00	2,250.00	Billable
3/2/2022 93721	Jen Krikorian Office time Prepare, review and revise motion for settlement approval	525.00	1.20	630.00	Billable
3/2/2022 93736	Miriam Schimmel Office time Further revisions to MPA and Notice per court's order	750.00	3.00	2,250.00	Billable
3/3/2022 93722	Jen Krikorian Office time Prepare, review and revise motion for settlement approval	525.00	1.30	682.50	Billable
3/4/2022 93723	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	3.20	1,680.00	Billable
3/8/2022 93724	Jen Krikorian Office time Request for administrator declaration and required information per tentative	525.00	0.60	315.00	Billable
3/9/2022 93725	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	1.20	630.00	Billable

3/17/2022
11:58 AM

GAINES & GAINES
Pre-bill Worksheet

Page 5

Nunez DH:Santiago Nunez (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/10/2022 93726	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	0.60	315.00	Billable
3/11/2022 93727	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	1.20	630.00	Billable
3/11/2022 93737	Miriam Schimmel Office time Internal communications re: revising and finalizing Motion for Approval; review draft decl of Nunez ISO approval	750.00	0.60	450.00	Billable
3/12/2022 93728	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	0.40	210.00	Billable
3/14/2022 93729	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; draft declarations	525.00	3.10	1,627.50	Billable
3/14/2022 93738	Miriam Schimmel Office time Attention to further revision and preparation of motion for approval	750.00	0.60	450.00	Billable
3/15/2022 93730	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations	525.00	4.20	2,205.00	Billable
3/15/2022 93739	Miriam Schimmel Office time Further revise motion for approval and DFG declaration	750.00	1.00	750.00	Billable
3/16/2022 93731	Jen Krikorian Office time Prepare, review and revise motion for settlement approval; obtain and draft declarations; communicate with defense	525.00	3.60	1,890.00	Billable
3/17/2022 93732	Jen Krikorian Office time Case Management Conference appearance	525.00	0.40	210.00	Billable

3/17/2022
11:58 AM

GAINES & GAINES
Pre-bill Worksheet

Page 6

Nunez DH:Santiago Nunez (continued)

Date ID	User Task	Rate Markup %	Hours DNB Time	Amount DNB Amt	Total
3/17/2022 93733	Jen Krikorian Office time Finalize revisions on motion, proposed order, declarations	525.00	1.30	682.50	Billable
4/15/2022 93708	Alex Katofsky Office time [ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	700.00	7.50	5,250.00	Billable
4/15/2022 93709	Daniel Gaines Office time [ESTIMATED] Time required to finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	650.00	7.50	4,875.00	Billable
TOTAL	Billable Fees		116.10	\$70,592.50	
Total of billable expense slips				\$0.00	

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	\$70,592.50	
Total of Fees (Time Charges)		\$70,592.50
Total of Costs (Expense Charges)		\$0.00
Total new charges		\$70,592.50
New Balance Current	\$70,592.50	
Total New Balance		\$70,592.50

EXHIBIT G

**Nunez v. Canoga Topanga DH
Class Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage/FedEx charges	\$ 13.80
Expert Fees	\$ 525.00
Filing fees (including related attorney service expenses)	\$ 772.92
Mediation fee	\$ 7,725.00
Future estimated expenses - <i>• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$121.00</i> <i>• Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$130.00</i> <i>• Postage for mailing Motion for PAGA Approval - \$10.00</i> <i>• Court call expense for Motion for PAGA Approval Hearing - \$94.00</i> <i>• Filing fees and One Legal Service fees for Notice of Entry of Order once Order signed (will be filed via One Legal) - \$16.00</i> <i>• Postage for mailing Notice of Entry of Order - \$5.00</i>	\$ 376.00
TOTAL EXPENSES	\$ 9,412.72