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Attorneys for Plaintiff Leticia Sanchez

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

LETICIA SANCHEZ, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

12232 CHAPMAN AVE, INC. DBA
CHAPMAN CARE CENTER, a California
corporation, CHAPMAN CARE CENTER, a
California corporation, and DOES 1-50,
inclusive,

Defendants

CASE NO: 30-2021-01195342-CU-OE-CXC

Assigned for all purposes to:

Judge William Cluster

Dept. CX104

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT PLAINTIFF'S
UNOPPOSED MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ORDER APPROVING
SETTLEMENT UNDER CALIFORNIA
LABOR CODE SECTION 2699 ET SEQ.**

*[Concurrently filed with Notice of Motion;
PAGA Motion; and Proposed Order]*

Hearing Date: August 19, 2022

Hearing Time: 9:00 a.m.

Department: CX104

Case filed: April 13, 2021

Trial date: TBD

Reservation No. 73805188

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 1. I am the attorney of record for Plaintiff who filed the above-captioned case against
3 and Defendant 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center
4 (Collectively referred to herein as “Defendant”). I am licensed and admitted to practice law in all
5 state courts of California. This declaration is submitted in support of Plaintiff’s Unopposed
6 memorandum of Points and Authorities in Support of Plaintiff’s Motion for Order Approving
7 Settlement Under California Labor Code section 2699 et seq. (“PAGA Motion”), filed concurrently
8 herewith. The parties entered into a settlement agreement. Attached hereto as **Exhibit A** is a true
9 and correct copy of the settlement agreement.

10 2. Pursuant to California Labor Code Section 2699(1)(2), on July 19, 2022. I submitted
11 the Plaintiff’s Memorandum of Points and Authorities in Support of Plaintiff’s Motion for Order
12 Approving Settlement Under California Labor Code Section 2699 et seq. and a copy of the parties’
13 settlement agreement to the California Labor and Workforce Development Agency (“LWDA”).
14 Attached hereto as **Exhibit B** is a true and correct copy of the notice.

15 3. Plaintiff filed a civil action entitled *Sanchez v. 12232 Chapman Ave, Inc.*, filed in
16 Orange Superior Court Case 30-2021-01195342-CU-OE-CXC (hereinafter referred to as “the
17 Action”). During each phase of discovery, Plaintiff’s counsel engaged in detailed case analysis
18 based on the information revealed. Calculations were performed, as well as an analysis of the risks
19 and rewards of continued litigation. As part of the discovery process, Plaintiff performed an
20 investigation in which it was determined that a total of approximately 260 aggrieved employees
21 which included 80 former employees were subjected to purported Labor Code violations at
22 Defendant. Plaintiff served its Private Attorney General Act notice in which Defendant responses
23 with an attempted notice to cure. After receiving Defendant’s notice to cure, Plaintiff disputed
24 these efforts in which the LWDA concluded that Defendant’s alleged Labor Code violations were
25 not curable. As part of Defendant’s efforts to cure, Defendant claimed to retroactively paid for 2
26 minutes for over 30,000 shifts. Throughout the course of the litigation, Plaintiff and Defendant
27 engaged in discovery including informal discovery. Defendant produced a 20% sampling of payroll
28 data, its wage and hour policies, and meal break and rest break certification documents. This

1 information allowed Plaintiff to evaluate the claims in preparation for mediation. The parties
2 engaged in a full day mediation on March 8, 2020 with Hon. Carl J. West (Ret.) that ultimately
3 resulted in a settlement through a mediator's proposal. Thereafter, the parties executed a long form
4 settlement agreement.

5 **Meal Break Violations**

6 4. Based upon the payroll records, it was determined that the maximum exposure
7 amounted to \$7,000 based upon a potential 1% violation rate during 7000 (7000 *1%*\$100 per
8 violation) pay periods during the relevant time period. Defendant had certification documents that
9 it required employees to sign attesting an opportunity to take meal breaks during the pay period.
10 The time records that were compared to the attestations supported a finding that meal breaks were
11 provided. To account for the potential of meal breaks being interrupted, Plaintiff assigned a 1%
12 violation rate.

13 **Rest Break Violations**

14 5. Based upon the payroll records, it was determined that the maximum exposure
15 amounted to \$7,000 based upon a potential 1% violation rate during 7000 (7000 *1%*\$100 per
16 violations) pay periods during the relevant time period. Defendant had certification documents that
17 it required employee to sign attesting an opportunity to take rest breaks during the pay period. The
18 time records that were compared to the attestations supported a finding that rest breaks were
19 provided. To account for the potential of rest breaks being interrupted, Plaintiff assigned a 1%
20 violation rate.

21 **Minimum Wage and Overtime Wage Violations**

22 6. Overtime and minimum wage violations were based upon the allegation that the
23 aggrieved employees were subjected to a policy of off-the-clock temperature checks before
24 beginning the shifts as well as before clocking-in. It was alleged that these activities would amount
25 to approximately 5 minutes per shift of off-the-clock work. This policy and proactive admittedly
26 occurred between March 1, 2020 to March 1, 2021 estimating approximately 3,500 pay periods.
27 Based upon this analysis, A maximum exposure would amount to \$350,000 in penalty exposure.
28

1 **Wage Statements**

2 7. This wage statement claim is based upon Defendants failing to include gross and net
3 wages and total hours worked as a result of failing to include meal break violations and off-the-
4 clock work in violation of Labor Code section 226(a)(1)(2)(5) and (9). The exposure under Labor
5 Code 226(a) would amount to \$357,000 which is 51% of the maximum exposure (3507 pay periods
6 * \$100)

7 **203 Penalty Violations**

8 8. This penalty claim is based upon purported minimum wage or overtime violations.
9 It was estimated that 80 employees were terminated, laid off, or resigned whom were subjected to
10 Labor Code violations. Each employee would presumably be entitled to \$3,360 (\$14 avg. rate * 8
11 hours per day * 30 days * 80 employees) equating to \$268,800 in penalties.

12 **2802 Penalty Violations**

13 9. After further investigation, these claims were value at \$0 given the lack of
14 evidentiary support for the 2802 claims given Defendant's policy and practice of not requiring any
15 uniforms that would be subject to qualify for reimbursements.

16 10. Total exposure amounts to \$989,800 without discounts. However, given the risks of
17 the applicability of *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906 and the discretion
18 to reduce penalties, the maximum exposure amount must be discounted by 75% resulting in a
19 realistic expected exposure of \$247,450 (\$989,800 *.25) Here, the \$125,000 settlement amount is
20 50% of the realistic maximum exposure while incorporating risks. If the Court grants Plaintiff's
21 motion, the State and the aggrieved employees will share approximately \$61,145.19 which is a
22 substantial sum given the narrow release and extent of Labor Code violations.

23 11. I have been a California licensed attorney since November 2011. I began my career
24 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
25 Resolution Corporation ("PLDRC") handling employment related litigation matters. While
26 clerking for PLDRC I analyzed and organized discovery documents and researched employment
27 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
28 worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017

1 almost exclusively engaging in employment matters representing employees. I have litigated
2 several wage and hour case to trial and currently litigating or have litigated cases valued in the six
3 and seven figure dollar range, including representative actions. I had primary responsibility for
4 approximately 20 litigation matters on average throughout my employment at PLDRC and
5 Pedersen McQueen and Pedersen Law. I regularly practice in state court and sometimes federal
6 court. As an associate, my responsibilities included carrying primary case responsibility which
7 includes tasks like taking depositions, conducting damages analysis, analyzing discovery
8 documents, conducting client intake, developing discovery and litigation strategies, participating in
9 mediations and arbitrations, engaging in settlement negotiations, trial preparation and trial work, as
10 well as other responsibilities that commonly coincide with managing cases from start to finish. I
11 have been a member of local bar associations, including the Orange County Bar Association, as
12 well as the State Bar of California and American Bar Association and served in a number of
13 leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County
14 Bar Association Young Lawyers' Education Committee and Social Committee.

15 12. In January 2017, I officially stated my own practice Jackson Law, APC. Throughout
16 my career, I have litigated or currently litigating approximately over 100 wage and hour Private
17 Attorney General Act cases and/or class action cases. I have litigated approximately over 200
18 employment cases, including wage and hour cases. I was also a member of the California
19 Employment Law Association ("CELA") and argued before the Ninth Circuit and responsible for a
20 published opinion. Based upon my experience, I believe the benefit conferred by the proposed
21 Settlement is eminently fair and reasonable, and is in the best interests of the State of California
22 and the PAGA Representative Group Members because (1) of the monetary benefits provided to
23 the State such as (payroll taxes, income taxes etc.) for an ongoing business, (2) benefit to the
24 PAGA Representative Group as Defendant changed its practices that appears to advise the
25 employees of their rights enabling them to take their rest breaks and meal breaks as well as retain
26 their jobs and receive some monies for penalties they would not have received but for this lawsuit;
27 and (3) the risk, delay, and uncertainty of continued litigation on Plaintiff and Plaintiff's counsel.

28 13. To date, costs are approximately \$9,692.31. Attached hereto as **Exhibit C**, is a true

1 and correct copy of Plaintiff's costs spreadsheet maintained by Jackson Law, APC's law firm
2 practice management software.

3
4 **Attorneys' Fees**

5 14. To date, attorneys' fees are approximately \$47,615.75. Attached hereto as **Exhibit**
6 **D**, is a true and correct copy of Plaintiff's attorneys' fees spreadsheet maintained by Jackson Law,
7 APC's law firm practice management software.

8 15. Attached hereto as **Exhibit E** is a true and correct copy of the March 4, 2021, letter
9 pursuant to the California Private Attorney General Act.

10 16. Attached hereto as **Exhibit F** is a true and correct copy of the March 25, 2021 cure
11 letter submitted by Defendant pursuant to the California Private Attorney General Act.

12 17. Attached hereto as **Exhibit G** is a true and correct copy of the April 15, 2021, letter
13 submitted by Plaintiff in response to Defendant's cure notice.

14 18. Attached hereto as **Exhibit H** is a true and correct copy of the April 27, 2021, letter
15 issued by the LWDA in response to Defendant cure notice.

16 19. Attached hereto as **Exhibit I** is a true and correct copy of the Laffey Matrix.

17 20. Below is a non-exhaustive list of prior wage and hour representative actions on
18 which I have served as lead or co-counsel.

19 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

20 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
21 Case No. 37-2017-00003415-CU-OE-CTL

22 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
23 WT-CLT

24 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
25 No. 30-2017-00899277-CU-OE-CXC

26 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
27 Case No. BC697241

28 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,

Case No. CIVDS1610431

7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case No. 30-2017-00899290-CU-OE-CXC

8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case No. 30-2016-00895669-CU-OE-CXC

9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No. BC609306

10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County Superior Court, Case No. BC691018

11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case No. BC715217

12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-2016-00854699-CU-OE-CXC

13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court, Case No. 30-2018-00989673-CU-OE-CXC

14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No. 30-2016-00840385-CU-OE-CJC

15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court, Case No. 30-2018-00978231-CU-WT-CJC

16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case No. 30-2017-00900653-CU-OE-CJC

17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court, Case No. BC635918

18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior Court, Case No. BC674131

19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case No. 30-2016-00840321-CU-OE-CJC

20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.

BC617880

21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No. 30-2016-00840386-CU-OE-CJC

22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-2015-00795449-CU-OE-CJC

23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court, Case No. 30-2018-00979111-CU-OE-CXC

24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No. 30-2017-00900648-CU-OE-CXC

25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No. 8:19-cv-00564

26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court, Case No. 30-2017-00926015-CU-OE-CXC

27. *Casas v. PC Hospitality et al.*, Orange County Superior Court, Case No. 30-2016-00877489-CU-OE-CXC

28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court, Case No. 30-2018-00978815-CU-OE-CXC

29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No. BC653817

30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County Superior Court, Case No. 30-2018-00981362-CU-WT-CXC

31. *Santiseban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court, Case No. 30-2017-00904202-CU-OE-CXC

32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court, Case No. 30-2018-00966582-CU-WT-CXC

33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168

34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court, Case No. BC710735

- 1 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
2 Case No. 30-2015-00795457-CU-OE-CJC
- 3 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
4 Case No. BC710736
- 5 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
6 Case No. 30-2018-00981299-CU-OE-CXC
- 7 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
8 Case No. BC722778
- 9 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.
10 30-2018-00982745-CU-OE-CXC
- 11 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
12 Case No. 8:18-cv-02249-AG (ADSx)
- 13 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
14 Case No. 30-2018-00971152-CU-WT-CJC
- 15 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
16 Case No. SACV19-00303 ODW (MAAx)
- 17 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
18 OE-CJC
- 19 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773
- 20 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
21 Case No. BC646999

22 21. The other attorneys and staff whom worked on this matter are comprised of Andrea
23 Fernandez- Jackson whom is an 8-year California licensed attorney with a billable rate of \$440 per
24 hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also
25 worked on this smatter whom is a 1-year California licensed attorney with a billable rate of \$250
26 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over
27 five years of legal experience with a billable rate of \$145 which should be considered reasonable.
28

1 I declare under penalty of perjury and under the laws of the State of California that the
2 foregoing statements are true and correct and stated of my own personal knowledge. I have signed
3 this declaration on July 19, 2022, in Irvine, California.

4
5 /s/ Armond M. Jackson
6 Armond M. Jackson
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EXHIBIT A

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Attorneys for Defendant 12232 Chapman Ave., Inc. dba Chapman Care Center

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

LETICIA SANCHEZ, as an individual and
on behalf of other similarly situated
employees,

Plaintiff,

vs.

12232 CHAPMAN AVE, INC. DBA
CHAPMAN CARE CENTER, a California
corporation, CHAPMAN CARE
CENTER, a California corporation, and
DOES 1-50, inclusive,

Defendants

CASE NO: 30-2021-01195342-CU-OE-CXC

Assigned for all purposes to:
Judge William Claster
Dept. CX104

PAGA SETTLEMENT AGREEMENT

1 This Stipulation of Settlement (“PAGA Settlement Agreement”) is made by and between
2 Plaintiff Leticia Sanchez (“Plaintiff”), on her own behalf and on behalf of all members of the
3 PAGA Group, as defined below, and Defendant 12232 Chapman Avenue, Inc. dba Chapman Care
4 Center and Chapman Care Center. (“Defendant”), in the lawsuit entitled *Sanchez v. 12232*
5 *Chapman Ave, Inc. et al*, the Orange County Superior Court, Case No. 30-2021-01195342-CU-
6 OE-CXC (the “Litigation”). The term “Party” or “Parties” as used herein shall refer to Plaintiff,
7 Defendant, or both, as may be appropriate. This PAGA Settlement Agreement resolves all claims
8 that were asserted or could have been asserted against 12232 Chapman Avenue, Inc. dba Chapman
9 Care Center and Chapman Care Center pertaining to the claims in the Litigation.

10 **I. DEFINITIONS**

11 **A. Administrative Costs.** All administrative costs of settlement, including cost of
12 notice to the Settlement Group, administration, and any fees and costs incurred or charged by the
13 Settlement Administrator in connection with the execution of its duties under this Stipulation of
14 Settlement.

15 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
16 synonymously herein to mean this PAGA Settlement Agreement for purposes of Resolution.

17 **C. Court.** The term “Court” as used herein means the Superior Court of the State of
18 California for the County of Alameda.

19 **D. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
20 mean the date of the PAGA Settlement Approval Hearing.

21 **E. Defendant.** The term “Defendants” as used herein means: 12232 Chapman
22 Avenue, Inc. dba Chapman Care Center and Chapman Care Center.

23 **F. Litigation.** The term “Litigation” as used herein means the action entitled filed in
24 Orange County Superior Court, Case No. 30-2021-01195342-CU-OE-CXC.

25 **G. Plaintiff.** The term “Plaintiff” as used herein means Leticia Sanchez. The term
26 Plaintiff shall be used synonymously with the term PAGA Representative.

27 **H. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
28 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,

Administrative Costs, and PAGA Enhancement Payment, and Plaintiff's Individual Settlement Payment. The remaining Net Settlement amount will be disbursed as follows: seventy-five percent (75%) of penalties payable to the LWDA ("LWDA Payment"), twenty-five percent (25%) to the PAGA employees ("PAGA GROUP PAYMENT") pursuant to California's Private Attorney General Act ("PAGA"), and as provided in Sections VI and X, respectively.

I. Net Settlement Payments. The term "Net Settlement Payment(s)" shall include payments made to the Settlement Group as part of the Resolution.

J. LWDA Payment. The term "LWDA Payment" as used herein means seventy-five percent (75%) of the remainder of the Settlement Amount after the deduction of any award of attorneys' fees, Litigation costs, and Administrative Costs and the PAGA Enhancement Payment, to be paid to Labor and Workforce Development Agency ("LWDA"). This amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for attorneys' fees, Litigation costs, and Administrative Costs) times 75%.

K. PAGA GROUP PAYMENT. The term "PAGA GROUP PAYMENT" as used herein means Twenty-five percent (25%) of the remainder of the Settlement Amount after the deduction of any award of attorneys' fees, Litigation costs, and Administrative Costs, PAGA Enhancement Payment, and Plaintiff's Individual Settlement Payment. This amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for attorneys' fees, Litigation costs, and Administrative Costs) times 25%.

L. PAGA Enhancement Payment. The amount the Court awards to Plaintiff, which will not exceed a monetary amount of up to Five Thousand Dollars (\$5,000.00) for the Plaintiff, subject to Court approval, in recognition of her actions in conferring a benefit upon the State of California and her effort and work in prosecuting the Litigation on behalf of the PAGA Group.

M. Plaintiff's Counsel. The term "Plaintiff's Counsel" as used herein means: Jackson, APC who is counsel for and acting on behalf of Plaintiff.

N. PAGA Group. The PAGA Group is defined as: All persons within the State of California who are or were employed by Defendant or provided services to Defendant in the State of California that were classified as non-exempt, paid by hourly rate or by commission, at any time

1 within the PAGA Period.

2 **O. PAGA Period.** The term “PAGA Period” or “Settlement Period” shall refer to the
3 time period from March 4, 2020 to May 9, 2022.

4 **P. Resolution.** The term “Resolution” as used herein means this Agreement to
5 resolve the Litigation.

6 **Q. Settlement Administrator.** The term “Settlement Administrator” as used herein
7 means Simpluris, which will be responsible for the administration of the Settlement Payment, as
8 defined below, and all related matters.

9 **R. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
10 used synonymously herein to means this PAGA Settlement Agreement.

11 **S. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
12 Fund” as used herein mean a fund in the sum of On-Hundred Twenty-Five Thousand Dollars
13 (\$125,000) which shall be paid by Defendant, and from which all Net Settlement Payments, PAGA
14 Enhancement Payment, Plaintiff’s Individual Settlement Payment, Court approved attorneys’ fees
15 and Litigation costs pursuant to Section XIII, Administrative Costs pursuant to Section VIII, and
16 distribution to the LWDA pursuant to Section XVI shall be paid, except as provided herein.

17 **II. BACKGROUND**

18 A. On March 4, 2021, Plaintiff sent a letter to LWDA alleging Defendant’s violation
19 of California Labor Code §§ 226(a) 1-2, 4-5, 8, 9, 226(a)(b), 226.3, 226.7, 510, 512, 1194, 1198,
20 2802, Wage Order 5, Sections 3, 7 and 11, 2698, *et seq.*, any applicable IWC Wage Order(s)
21 (“PAGA Letter”).

22 B. On March 30, 2021, Plaintiff sent and amended letter to LWDA alleging
23 Defendant’s violation of California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512,
24 558, 1194, 1198, 2609, *et seq.*, 2699.3, *et seq.*, 2802, any applicable IWC Wage Order(s) (“Second
25 Amended PAGA Letter”).

26 C. On April 13, 2021, Plaintiff filed her Complaint alleging class claims including
27 claims for alleged violations under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7,
28 510, 512, 558, 1194, 1198, 2698, *et seq.*, 2699.3, *et seq.*, 2802, any applicable IWC Wage Order(s),

1 any applicable IWC Wage Order(s). After this filing, Plaintiff became aware of an arbitration
2 agreement with a class action waiver causing Plaintiff to amend her complaint.

3 D. On August 25, 2021, Plaintiff filed her First Amended Complaint alleging a single
4 case of action for penalties pursuant to Labor Code § 2699(f) for alleged violations and penalties
5 under California Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, 2698,
6 et seq., 2699.3, et seq., 2802, any applicable IWC Wage Order(s), and any other claims asserted
7 in the PAGA Letter (“Complaint”). In the Litigation, Plaintiff alleges that Defendant failed to pay
8 their employees all wages in full and on a timely basis for all hours worked, including hours that
9 were not properly paid as overtime and minimum wages, and failed to provide meal and rest
10 periods. Plaintiff alleges that the aforementioned conduct resulted in the employees receiving
11 inaccurate wage statements and failed to reimburse for business expenses.

12 E. Following the filing of the Litigation, counsel for the Parties met and conferred
13 with respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
14 agreed to exchange informal discovery and engage in private mediation. The Parties subsequently
15 exchanged informal discovery, including: information and documentation concerning the claims
16 set forth in the Litigation, such as documentation regarding Plaintiff’s employment and sample
17 time records and pay records for the PAGA Group; information regarding the number of putative
18 PAGA Group members and the number of current versus former employees; and the total pay
19 periods worked by the PAGA Group.

20 F. Plaintiff and Plaintiff’s Counsel have engaged in good faith, arms-length
21 negotiations. On March 8, 2022 the Parties participated in a mediation with the Hon. Carl J. West,
22 which resulted in a settlement. The Parties settled the case, subject to the Approval of the Court
23 and finalization of a formal Settlement Agreement. The Parties have now entered into a more
24 detailed, formalized Settlement Agreement for submission to the Court for Approval.

25 G. Plaintiff’s Counsel has conducted an investigation of the law and facts relating to
26 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
27 issues involved, the expense and time necessary to pursue the Litigation through trial and any
28 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome,

1 the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiff
2 and the members of the PAGA Group pursuant to this Agreement, that a settlement with Defendant
3 on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests
4 of the PAGA Group. Plaintiff, on her own behalf and as a representative pursuant to PAGA, has
5 agreed to settle the Litigation with Defendant on the terms set forth herein.

6 H. Defendant has concluded that, because of the substantial expense of defending
7 against the Litigation, the length of time necessary to resolve the issues presented herein, the
8 inconvenience involved, and the concomitant disruption to their business operations, it is in its
9 best interests to accept the terms of this Agreement. Defendant deny each of the allegations and
10 claims asserted against it in the Litigation. However, Defendant nevertheless desire to settle the
11 Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation
12 and for the purpose of putting to rest the controversies engendered by the Litigation.

13 I. This Agreement is intended to and does effectuate the full, final, and complete
14 resolution of all allegations and claims that were asserted, or could have been asserted, in the
15 Litigation by Plaintiff.

16 **III. JURISDICTION**

17 The Parties agree that the Court has jurisdiction over the Parties and the subject matter of
18 this Litigation. The Litigation includes claims that, while Defendant deny them in their entirety,
19 would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
20 Court has granted Approval of the Resolution, pursuant to California Code of Civil Procedure
21 Section 664.6 the Parties agree that the Court shall retain jurisdiction of this action solely for the
22 purpose of interpreting, implementing, and enforcing this Resolution consistent with the terms set
23 forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes
24 of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered
25 in connection therewith.

26 **IV. STATEMENT OF NO ADMISSION**

27 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
28 cause of action. This Agreement does not constitute, and is not intended to constitute, an admission

1 by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against
2 it in the Litigation.

3 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
4 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
5 or used during the course of the negotiations leading to this Agreement or the Resolution, is
6 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
7 used, or be admissible in any way in this case or any other judicial, arbitral, administrative,
8 investigative, or other forum or proceeding as evidence of any violation of any federal, state, or
9 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law
10 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
11 or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum
12 or proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
13 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity, or for
14 any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding
15 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
16 Agreement or any orders or judgments of the Court entered in connection with the Resolution.

17 C. None of the documents produced or created by Plaintiff or the PAGA Group in
18 connection with the claims procedures or claims resolution procedures constitute, and they are not
19 intended to constitute, an admission by Defendant of any violation of any federal, state, or local
20 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
21 equity.

22 D. Nothing in this Agreement will be construed as an admission or acknowledgement
23 of any kind that any group should or would be given collective treatment in the Litigation or in
24 any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard
25 to this Agreement will be admissible in any court or other tribunal regarding the propriety of
26 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
27 court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have
28 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and

1 Defendant will not be deemed to have waived, limited, or affected in any way any of their
2 objections or defenses in the Litigation.

3 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

4 **A. Release of Claims for PAGA Penalties**

5 Upon Approval by the Court of this Settlement, Plaintiff and all members of the PAGA
6 Group, and the State of California, will be deemed to have released all claims, rights, or cause of
7 action seeking civil penalties available to LWDA or any agency acting under the authority of the
8 LWDA under the California Labor Code predicated on the claims, allegations, contentions, and
9 representations asserted in the Litigation, during the Settlement Period, against Defendant and all
10 of its current or former parent companies, subsidiary companies and/or related companies,
11 partnerships, joint ventures, and/or staffing agencies, all of its related entities' predecessors and
12 successors, all of its employees, officers, principals, directors, stockholders, owners
13 representatives, assigns, attorneys, agents, insurers, employee benefit programs, and any other
14 persons acting by, through, under, or in concert with any of the persons or entities listed in this
15 subsection and their successors ("Released Parties").

16 **VI. SETTLEMENT ADMINISTRATOR**

17 Plaintiff and Defendant, through their respective counsel, have selected Simpluris as the
18 Settlement Administrator to administer this Settlement, which includes but is not limited to
19 distributing and responding to inquiries about the Settlement and calculating all amounts to be paid
20 from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated
21 to be no more than Seven-Thousand Five Hundred Dollars (\$7,500) will be paid from the
22 Settlement Amount. Any Court-approved charges and expenses of the Settlement Administrator
23 greater than the allocated Seven Thousand Five Hundred Dollars (\$7,500) will come from the
24 Settlement Amount. If the actual Settlement Administrator fees approved by the Court are less
25 than the Parties' estimation, the difference between the actual and estimated Settlement
26 Administrator fees will be included in the Net Settlement Amount.

27 **VII. NOTICE**

28 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice

of PAGA Settlement (the “Notice”), which in substance will be provided to the members of the PAGA Group as follows:

As soon as practicable following Approval of the Resolution, but no later than twenty-one (21) calendar days after the Court’s Approval, Defendant will provide to the Settlement Administrator the following information about each PAGA Group member: (1) name; (2) last known address; (3) number of pay periods as a PAGA Group member during the PAGA period; and (4) social security number (“PAGA List”).

The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. Within Fourteen (14) days after the Settlement Administrator’s receipt of the PAGA List, the Settlement Administrator will mail the Notice together with a settlement payment to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the PAGA Group member by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) calendar days following receipt of the undeliverable Notice. The Notice will be provided in English.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Members of the PAGA Group will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section V(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

The lump sum payment to each member of the PAGA Group will be determined by dividing the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the “Pay Period Amount”) and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA member.

1 **B. Funding of Settlement.**

2 The funding of the Settlement Amount will be completed at one time with funds provided
3 to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall
4 be paid to the Claims Administrator by Defendant within thirty (30) days of the date the Court's
5 Approval order become final and any time-filed appeal therefrom is exhausted.

6 If a PAGA Group member is deceased at the time of distribution, the Settlement
7 Administrator shall distribute the deceased PAGA Group Member's Net Settlement Payment to
8 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),
9 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's
10 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar
11 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
12 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
13 any further interest in or obligation in relation to such money.

14 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
15 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
16 search and, if another address is identified, shall mail the check to the newly identified address. If
17 the Settlement Administrator is unable to obtain a valid mailing address through this process, the
18 monies represented by the check shall be turned over according to the below procedures.

19 Settlement checks will specifically indicate that they are void if not negotiated within one
20 hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one
21 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
22 be voided. The Settlement Administrator will remit the entire amount of each PAGA Group
23 member's uncashed Individual Settlement Payment to the California State Controller for deposit
24 in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed
25 Individual Settlement Payment was drafted.

26 **C. PAGA Enhancement Payment.**

27 Subject to Court approval, the Plaintiff shall receive an Enhancement Award of up to Five
28 Thousand Dollars (\$5,000.00) for services as the PAGA representative. The PAGA Enhancement

1 Payment will be paid from the Gross Settlement Fund and Settlement Amount and shall not
2 constitute payment to any other PAGA Group members other than Plaintiff. To the extent that the
3 Court approves less than the amount of PAGA Enhancement Award that Plaintiff's Counsel
4 requests, the difference between the requested and awarded amounts will be reallocated to the Net
5 Settlement Amount, and Plaintiff shall not have the right to revoke this Settlement, and it will
6 remain binding.

7 Because it is the intent of the Parties that the PAGA Enhancement Payment represent
8 payment to Plaintiff for service to the PAGA Group, and not wages, the Settlement Administrator
9 will not withhold any taxes from the PAGA Enhancement Payment. The PAGA Enhancement
10 Payment will be reported on the IRS Form 1099, which the Settlement Administrator will provide
11 to Plaintiff and to the pertinent taxing authorities as required by law.

12 **D. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

13 The Settlement Administrator shall cause the Court approved attorney's fees and Litigation
14 costs and LWDA Payment to be paid at the same time and manner as the Settlement Payments to
15 the PAGA Group.

16 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

17 The amounts paid under this Agreement do not represent a modification of any previously
18 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
19 Defendant. Such amounts will not form the basis for additional contributions to, benefits under,
20 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
21 Defendant, policies, or bonus programs. Any payments made under the terms of this Resolution
22 shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages,
23 or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus
24 program. Defendant retain the right to modify the language of their benefit plans, policies, and
25 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
26 Resolution are not for "hours worked," "hours paid," "hours of service," or any similar measuring
27 term as defined by applicable plans, policies, and bonus programs for purpose of eligibility,
28 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not

required by this Resolution.

X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's Counsel shall not seek or receive an amount in excess of 33.33% of the Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and this Resolution. In addition, Plaintiff seeks a maximum of \$12,500 to reimburse litigation costs. Any attorneys' fees or Litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Plaintiff and Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount and Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

XI. TAXATION AND ALLOCATION

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"): 100% as penalties.

All PAGA Group members who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines). The Settlement Administrator shall be responsible for preparing and distributing any such IRS Forms 1099.

XII. COURT APPROVAL

This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff and Defendant agree to take all steps as may be reasonably necessary to secure Approval of the Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

XIII. APPRAISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR.

1 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
2 apprised of all distributions from the Settlement Amount. Upon completion of administration of
3 the Settlement, the Settlement Administrator shall provide written certification of such completion
4 to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall also provide
5 Defendant will a final accounting, including the names of payees and Net Settlement Payments.

6 **XIV. MISCELLANEOUS PROVISIONS**

7 **A. Stay of Litigation.**

8 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
9 Approval of the Resolution by the Court.

10 **B. Interpretation of the Agreement.**

11 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
12 as expressly provided herein, this Agreement has not been executed in reliance upon any other
13 written or oral representations or terms, and no such extrinsic oral or written representations or
14 terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree
15 that this Agreement is to be construed according to its terms and may not be varied or contradicted
16 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
17 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
18 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
19 will be resolved solely and exclusively in the Superior Court of the State of California for the
20 County of Los Angeles and Plaintiff and Defendant hereby consent to the personal jurisdiction of
21 the Court over them solely in connection therewith. The foregoing is only limited to disputes
22 concerning this Agreement and in no way limits or negates the enforceability and effect of any
23 other agreements signed by employees of Defendant. Plaintiff, on his own behalf and on behalf
24 of the PAGA Group, and Defendant participated in the negotiation and drafting of this Agreement
25 and had available to them the advice and assistance of independent counsel. As such, neither
26 Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed
27 against the other.

28 The terms and conditions of this Agreement constitute the exclusive and final

1 understanding and expression of all agreements between Plaintiff and Defendant with respect to
2 the Resolution of the Litigation. The Agreement may be modified only by a writing signed by
3 counsel for all Parties or their successors-in-interest.

4 **C. Further Cooperation.**

5 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
6 and execute all documents, to seek Approval from the Court, and to do all things reasonably
7 necessary or convenient to consummate the Agreement as expeditiously as possible.

8 **D. Confidentiality of Documents.**

9 Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the
10 confidentiality of all documents, deposition transcripts, declarations, and other information
11 obtained in the Litigation, unless necessary for appeal or such documents are ordered to be
12 disclosed by the Judge or by a subpoena.

13 **E. Counterparts.**

14 The Agreement may be executed in one or more actual or non-original counterparts, all of
15 which will be considered one and the same instrument and all of which will be considered duplicate
16 originals.

17 **F. Authority.**

18 Each individual signing below warrants that he or she has the authority to execute this
19 Agreement on behalf of the party for whom or which that individual signs.

20 **G. No Third-Party Beneficiaries.**

21 Plaintiff, members of the PAGA Group, Defendant, and Released Entities are direct
22 beneficiaries of this Agreement, but there are no third-party beneficiaries.

23 **H. Force Majeure.**

24 The failure of any party to perform any of its obligations hereunder shall not subject such
25 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
26 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
27 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
28 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,

1 terrorist acts, acts or failures to act of any third parties, or any other similar or different
2 circumstances or causes beyond the reasonable control of such party.

3 **I. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
5 legal holiday, that deadline shall be continued until the following business day.

6 **J. Severability.**

7 In the event that any one or more of the provisions contained in this Agreement shall for
8 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
9 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
10 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if
11 such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12 **K. Fees and Costs.**

13 Notwithstanding attorneys' fees and costs awarded to Plaintiff by the Court as set forth in
14 this Agreement, all of Defendant's and Plaintiff's own legal fees, costs, and expenses incurred in
15 this Litigation shall be borne by Defendant.

16 [Signatures to follow on next page]
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1 Dated: May 19, 2022

Leticia Sanchez
LETICIA SANCHEZ, *Plaintiff*

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3
4 Dated: May 24, 2022


By:
12232 CHAPMAN AVE., INC. DBA
CHAPMAN CARE CENTER, *Defendant*

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6
7 **APPROVED AS TO FORM ONLY:**

8
9 Dated: May 19, 2022

JACKSON, APC

10
11 Armond Jackson
Armond M. Jackson, Esq.
Attorneys for Plaintiff
LETICIA SANCHEZ

12
13
14
15 Dated: May 24, 2022

DE CASTRO LAW GROUP

16 
Jose-Manuel A. De Castro, Esq.
Attorney for Defendant
12232 CHAPMAN AVE., INC. DBA
CHAPMAN CARE CENTER

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EXHIBIT B

EXHIBIT C

Activities Export

07/19/2022

12:36 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/09/2022	\$	One Legal Invoice 13708974 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$14.75	-	\$14.75
02/22/2022	\$	JAMS Reference # 1220071080 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$7,950.00	-	\$7,950.00
08/25/2021	\$	One Legal Invoice number 13168397 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$15.25	-	\$15.25
08/25/2021	\$	One Legal Invoice_13166775 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$35.25	-	\$35.25
05/05/2021	\$	.Janney and Janney Invoice 4481880-02 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$90.50	-	\$90.50
05/05/2021	\$	.Janney and Janney Invoice 4481880-01 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$90.50	-	\$90.50
04/15/2021	\$	Certified Mail Receipts ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	3.00	\$4.15	-	\$12.45
04/21/2021	\$	One Legal Invoice 12913664 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$14.25	-	\$14.25
04/16/2021	\$	One Legal Invoice 12905298 ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$1,449.25	-	\$1,449.25
03/04/2021	\$	PAGA -Certified Mailers ● Unbilled	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$4.80	-	\$4.80
03/04/2021	\$	PAGA -Certified Mailers	00280-Sanchez	Maria	3.00	\$4.80	-	\$14.40
							\$0.00 0.00h	\$9,692.31 0.00h

Activities Export

07/19/2022
12:36 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Class Action/PAGA	Ocampo				
01/29/2021	\$	Mailed out: Request for personnel file	00280-Sanchez Class Action/PAGA	Maria Ocampo	1.00	\$0.91	-	\$0.91
		● Unbilled						
							\$0.00 0.00h	\$9,692.31 0.00h

EXHIBIT D

Activities Export

07/19/2022

12:33 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/04/2022		Contacted client regarding settlement agreement, client gave me authorization to sign on her behalf. Signed and updated, monday.com.  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.25h	\$145.00	-	\$36.25
03/07/2022		Contacted client regarding mediation  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.22h	\$145.00	-	\$31.90
09/30/2021		Drafted  irst Salvo for other defendant  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.25h	\$145.00	-	\$36.25
09/27/2021		 ormatted  irst Salvo, answer for other defendant is pending.  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.42h	\$145.00	-	\$60.90
09/22/2021		Drafted Notice of Initial Status Conference, review the court website.  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.39h	\$145.00	-	\$56.55
07/26/2021		Contacted client because she called and spoke to Maria about possible case for her son but she said she  ill call be back  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.17h	\$145.00	-	\$24.65
04/13/2021		Drafted Summons  Civil Case Cover Sheet  PD  and signed  emailed AJ for final Review  Unbilled	00280-Sanchez Class Action/PAGA	 esenia  illalba	0.64h	\$145.00	-	\$92.80
					 32 		\$0.00 0.00h	\$  61   78.32h

Activities Export

07/19/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/04/2021		Client called to request the firms address because she will be mailing her documents. She wanted to let me know that she hopes the attorney can really make justice for the way she was terminated.  Unbilled	00280-Sanchez Class Action/PAGA	Desenia Illalba	0.17h	\$145.00	-	\$24.65
02/03/2021		Client called to ask about the documents she needs to provide.  Unbilled	00280-Sanchez Class Action/PAGA	Desenia Illalba	0.17h	\$145.00	-	\$24.65
02/02/2021		mailed to Diana the Fee Sharing Consent form  Unbilled	00280-Sanchez Class Action/PAGA	Desenia Illalba	0.04h	\$145.00	-	\$5.80
01/28/2021		Prepared letters to request personnel file and emailed via DocuSign the welcome letter authorization letter fee sharing consent form and Net Matter form  Unbilled	00280-Sanchez Class Action/PAGA	Desenia Illalba	0.25h	\$145.00	-	\$36.25
05/10/2022		Revised settlement agreement.  Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	0.90h	\$640.00	-	\$576.00
02/28/2022		Continued to review payroll data and matching certification records to time and pay records.  Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	5.80h	\$640.00	-	\$3,712.00
02/25/2022		Reviewed certification document and matched time records of data sampling.	00280-Sanchez Class Action/PAGA	Armond Jackson	5.10h	\$640.00	-	\$3,264.00
					0.32h		\$0.00 0.00h	\$0.00 78.32h

Activities Export

07/19/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
02/23/2022	🕒	Continued to review data sampling and reviewed certification documents. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	4.60h	\$640.00	-	\$2,944.00
03/08/2022	🕒	Prepared for and completed mediation. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	9.00h	\$640.00	-	\$5,760.00
02/22/2022	🕒	Reviewed payroll data sampling to review meal break and rest break violations. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	4.30h	\$640.00	-	\$2,752.00
02/21/2022	🕒	Reviewed payroll data sampling to review meal break and rest break violations. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	6.10h	\$640.00	-	\$3,904.00
02/08/2021	🕒	Evaluated case information to determine applicable theories to support Labor Code violations. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	3.60h	\$640.00	-	\$2,304.00
06/22/2022	🕒	Drafted PAGA Motion. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	4.62h	\$640.00	-	\$2,956.80
05/13/2022	🕒	Drafted settlement agreement. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	1.60h	\$640.00	-	\$1,024.00
04/01/2022	🕒	Reviewed revised MOU and forwarded to client.	00280-Sanchez Class Action/PAGA	Armond Jackson	0.40h	\$640.00	-	\$256.00
						78.32h	\$0.00	\$51,616.00

Activities Export

07/19/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
03/24/2022	🕒	Drafted MOU. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	1.00h	\$640.00	-	\$640.00
03/03/2022	🕒	Drafted mediation brief. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	5.00h	\$640.00	-	\$3,200.00
03/02/2022	🕒	Created data rubric. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	1.50h	\$640.00	-	\$960.00
02/28/2022	🕒	Drafted mediation brief. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	2.50h	\$640.00	-	\$1,600.00
11/05/2021	🕒	Reviewed and responded to email re: settlement informal discovery. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	0.40h	\$640.00	-	\$256.00
09/24/2021	🕒	Drafted joint statement. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	0.80h	\$640.00	-	\$512.00
08/20/2021	🕒	Finalized and filed stip. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	1.20h	\$640.00	-	\$768.00
08/17/2021	🕒	Drafted stipulation to amend. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	1.10h	\$640.00	-	\$704.00
05/27/2021	🕒	Drafted amended complaint. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	0.30h	\$640.00	-	\$192.00
04/15/2021	🕒	Finalized and filed cure notice. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jackson	2.30h	\$640.00	-	\$1,472.00
04/05/2021	🕒	Drafted cure response.	00280-Sanchez	Armond	1.80h	\$640.00	-	\$1,152.00

Activities Export

07/19/2022

12:33 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Class Action/PAGA	Jac ^{son}				
04/13/2021	🕒	Drafted Complaint. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	1.50h	\$640.00	-	\$960.00
04/02/2021	🕒	Drafted cure notice. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	1.20h	\$640.00	-	\$768.00
03/31/2021	🕒	Drafted Sanchez Complaint. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	1.90h	\$640.00	-	\$1,216.00
03/09/2021	🕒	Drafted PAGA letter. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	1.42h	\$640.00	-	\$908.80
03/04/2021	🕒	Drafted PAGA letter. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	2.40h	\$640.00	-	\$1,536.00
02/19/2021	🕒	Spo ^{ke} to opposing counsel re: e ^{xtension} to produce records. ● Unbilled	00280-Sanchez Class Action/PAGA	Armond Jac ^{son}	0.20h	\$640.00	-	\$128.00
05/27/2022	🕒	Completed PAGA approval motion ● Unbilled	00280-Sanchez Class Action/PAGA	Anthony iler	0.50h	\$250.00	-	\$125.00
05/25/2022	🕒	Continue drafting PAGA approval motion ● Unbilled	00280-Sanchez Class Action/PAGA	Anthony iler	1.33h	\$250.00	-	\$332.50
05/24/2022	🕒	Began drafting PAGA Approval Motion ● Unbilled	00280-Sanchez Class Action/PAGA	Anthony iler	0.68h	\$250.00	-	\$170.00
09/30/2021	🕒	contact court regarding status conference and resassngment	00280-Sanchez Class Action/PAGA	Andrea ernandez	0.30h	\$440.00	-	\$132.00
					11.32		\$0.00 0.00h	\$11,611.00 78.32h

Activities Export

07/19/2022
12:33 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
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● Unbilled

						00.32	\$0.00 0.00h	\$00,610.00 78.32h
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EXHIBIT E

JACKSON_{APC}

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218
Jackson APC

Armond M. Jackson
ajackson@jacksonapc.com

March 4, 2021

Sent By Certified Mail to 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center

Submitted Via Online to Labor and Workforce Development Agency

12232 Chapman Ave, Inc. dba Chapman Care Center
4115 East Broadway
Long Beach, California 90803

Chapman Care Center
12232 Chapman Avenue
Garden Grove, California 92840-3717

Simcha Mandelbaum
Agent for Service of Process for 12232 Chapman Ave, Inc.
4115 East Broadway
Long Beach, California 90803

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 210, 221, 226(a) 1-2, 4-5, 8-9, 226(a)(b), 226.3, 226.7, 510, 512, 1194, 1198, 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order No. 5, ("Wage Order 5"), Section 11
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)
Leticia Sanchez v. 12232 Chapman Ave, Inc. Db a Chapman Care Center et al.

Dear 12232 Chapman Avenue, Inc. dba Chapman Care Center, Chapman Care Center and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center by Leticia Sanchez (“Ms. Sanchez”) on behalf of all aggrieved current and aggrieved former similarly situated employees of 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center (referred to herein as “Defendant” or “Defendants”) in California, a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to filing this private action in superior court, Ms. Sanchez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Ms. Sanchez worked for 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center as a general laborer.

This letter encompasses violations for Defendants’ California Labor Code violations throughout California with similarly situated aggrieved employees across California.

The aggrieved current and aggrieved former similarly situated shall be defined as the Defendants California nonexempt employees during the relevant time period.

Plaintiff worked for Defendants until early 2021 as a non-exempt employee.

Plaintiff, aggrieved current and aggrieved former similarly situated employees were required to undergo pre-shift temperature checks off the clock and these pre-shift off-the-clock temperature checks would take up to 5 minutes.

Furthermore, Plaintiff, aggrieved current and aggrieved former similarly situated employees were not provided with all entitled 30-minute duty-free uninterrupted meal periods each five hours of its working shifts due to having to take short, on-call, on-premises, late, interrupted or no meal breaks at all without being paid premium wages for these meal break violations.

Defendants violated California Labor Code sections 226.7, 512, and Wage Order 5, Section 11. Other similarly situated employees at Defendants were under the same conditions as Plaintiff.

Moreover, Plaintiff and aggrieved current and aggrieved former similarly situated employees were required to purchase costly uniforms periodically throughout their employment that Defendants required them to wear and maintain. These costs were never reimbursed to the Plaintiff and aggrieved current and aggrieved former similarly situated employees.

By virtue of not authorizing or permitting Plaintiff, aggrieved current and aggrieved former similarly situated employees' to take their entitled meal breaks on a timely basis, failing to reimburse employees for the costs of purchasing their uniforms. Failing to include the full name and address of the legal entity, failing to insert all hours worked and wages earned for the off-the-clock work, and failing to pay out premium wages for meal break violations, Defendant is violating California Labor Code Sections 226(a) 1, 2, 4, 5, 8, 9, 226.3, 226.7, 510, 512, 1194 and Wage Order 5, Sections 3, 7 and 11.

Violation of California Labor Code § 210

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, the Defendants required Plaintiff, aggrieved current and aggrieved former similarly situated employees' were subjected to uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of California Labor Code § 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, Plaintiff, aggrieved current and aggrieved former similarly situated employees' were subjected to uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff's contention that the Defendants are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose gross wages for uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect total hours worked by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose total hours for worked uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect all deductions by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose all deductions for uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately reflect net wages by virtue of excluding hours worked and wages earned because Defendants did not accurately depict net wages as it failed to disclose net wages for uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of 226 a (8)

Section a (8) requires the name and address of the legal entity that is the employer on an employee's paystub. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not reflect the name and address of the legal entity employer as required by Labor Code section 226(a)(8).

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff, aggrieved current and aggrieved former similarly situated employees paystubs did not accurately applicable hourly rates by virtue of excluding hours worked and wages earned because Defendants did not accurately depict compensation as it failed to disclose applicable hourly rates and total hours worked uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Order 5, Sections 3, 7, and 11

An employer must provide a meal period and rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 5 (hereinafter “Wage Order 5”).

Under these circumstances, Plaintiff’s position at Defendants falls within Wage Order 5. Thus, below all sections and subsections that pertain to California Wage Order 5, Sections 3 and 11 are applicable to Plaintiff, aggrieved current and aggrieved former similarly situated employees fall within the Professional, Technical, Clerical, Mechanical and Similar Occupations.

California Labor Code sections 226.7, 512 and Wage Order 5, Section 11 requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Order 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6-hour shift. Plaintiff, aggrieved current and aggrieved former similarly situated employees worked above five, six and ten hour shifts and were subjected a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks and were not compensated premium wages for working through their meal breaks or being subjected to a practice, pattern and policy of having to take short, on-call, on-premises, late, interrupted or no meal breaks 10 to 20 shifts per month per aggrieved employee.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Wage Orders 5, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation, and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendants failed to incorporate the extra hours’ worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 5, Section -7- Record.

California Labor Code Section 510, and 1194, Wage Order 5, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as The Company. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee’s regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee’s regular rate of pay.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee’s regular rate of compensation. (See Lab. Code §510) “Double time” required after twelve hours in any workday, after eight hours on the seventh day of work. Here, Plaintiff, aggrieved current and aggrieved former similarly situated employees were subjected to uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Here, Plaintiff, aggrieved current and aggrieved former similarly situated employees were subjected to uncompensated pre-shift temperature checks that lasted up to 5 minutes.

Violation of California Labor Code 2802

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802 Defendants required Plaintiff, aggrieved current and aggrieved former similarly situated employees to purchase company uniforms that were required to be worn during for purposes of fulfilling their job duties during their work time and not reimbursed for this expense incurred in order to perform their job duties in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s)

Conclusion

Pursuant to the above stated facts, it is Plaintiff's theory that Staffing Employer and PAGA Group Employer are in violation of Labor Code Labor Code 226(a) 1-2, 4-5, 8, 9, 226(a)(b), 226.3, 226.7, 510, 512, 1194, 1198, 2802, Wage Order 5, Sections 3, 7 and 11. It is Plaintiff's contention that the Plaintiff, aggrieved current and aggrieved former similarly situated employees are subjected to all of the above-mentioned violations.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT F

March 25, 2021

Armond M. Jackson Jackson APC 2 Venture Plaza, Suite 240 Irvine, CA 92618 ajackson@jacksonapc.com (VIA E-MAIL AND CERTIFIED MAIL)	State of California Department of Industrial Relations Labor and Workforce Development Agency Attn. PAGA Administrator (VIA ONLINE SUBMISSION)
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Re: LWDA #: LWDA-CM-823522-21
Plaintiff: Leticia Sanchez
Employer: 12232 Chapman Ave., Inc.
Employer Response and Cure Notice
Pursuant to Labor Code § 2699.3(c)(2)(A)

Dear Mr. Jackson and PAGA Administrator,

This firm represents 12232 Chapman Ave., Inc. (“Chapman Care Center”). We write in response to a letter from Mr. Jackson dated March 4, 2021, describing certain alleged violations of the California Labor Code as to which Mr. Jackson indicates that putative Plaintiff, Leticia Aguilar de Sanchez intends to seek civil penalties against Chapman Care Center under the California Labor Code Private Attorney General Act of 2004 (“PAGA”). Chapman Care Center denies that it has violated the Labor Code in connection with its employment of Ms. Sanchez or any other employee. Moreover, and despite that denial, Chapman Care Center has taken steps described herein to cure the principal illusory violations of the Labor Code described in Mr. Jackson’s May 4 letter.

Chapman Care Center operates a 99-bed-capacity skilled nursing home. Ms. Sanchez worked for Chapman Care Center as a laundry worker from May 8, 2018, to January 8, 2021.

Mr. Jackson’s May 4 letter describes three purported violations of the Labor Code by Chapman Care Center:

1. Failure to compensate employees for time spent submitting to a temperature check prior to entering Chapman Care Center’s premises for a work shift;
2. Failure to provide employees legally-mandated meal breaks; and
3. Failing to reimburse employees for the purchase of uniforms.

Off-the-Clock Temperature Checks

In March 2020, as the world, and nursing homes in particular, were just beginning to be besieged by the global COVID-19 pandemic, state and federal public health authorities including the California Department of Public Health, the United States Department of Health and Human Services Center of Medicare and Medicaid Services, and the United States Centers for Disease Control and Prevention announced numerous regulations and guidelines for nursing homes to battle the pandemic. One of more innocuous new requirements was that employees (or anyone else entering a nursing home for any purpose) first submit to a temperature check to confirm the absence of a fever that could be an early indicator of COVID-19 infection that could place other employees at risk of contagion.

Like most employers, schools, and other businesses that have imposed similar infection control measures, Chapman Care Center uses a contactless electronic thermometer for this screening that is capable of taking a temperature reading in approximately two seconds. Until recently, Chapman Care Center did not compensate its employees for the nearly immeasurably-short period of time undergoing such a temperature check, as by its nature, the check must be done prior to the employee entering onto the premises to clock in. Over the course of the year prior to Mr. Jackson's March 4, 2021, letter, no employee or anyone else has ever contended, as Mr. Jackson and Ms. Sanchez now do, that these periods of literally a few seconds of a temperature check constitute time under which employees are under Chapman Care Center's control and supervision for Chapman Care Center's benefit.

Nevertheless, and despite continuing to maintain that it has no obligation to pay wages to its employees for the brief moments they spend undergoing temperature checks designed as much for their own safety as anyone else's, Chapman Care Center has recently taken two steps to render moot any question of whether it owes such an obligation.

First, effective as of March 1, 2021, Chapman Care Center began adding an additional two minutes of time to the beginning of every employee's initial shift clock-in time to cover (likely by more than a factor of fifty times) the average amount of time Chapman Care Center has determined it takes to have one's temperature taken with a contactless, electronic thermometer. Chapman Care Center will continue this practice at least until public health authorities lift the requirement that all employees submit to a temperature check prior to entering the building.

Second, today Chapman Care Center issued special retroactive payroll adjustment checks to all current and former employees who worked for Chapman Care Center at any time from March 1, 2020, to March 1, 2021, paying those employees for an additional two minutes of time for each and every shift they worked. This retroactive payroll involved adding two minutes of time to over 30,000 employee shifts and paying employees out for

over 1,000 hours of additional time during which these employees did no work for Chapman Care Center.

Although Chapman Care Center denies that its “off-the-clock temperature checks” of its employees violated the Labor Code at all, by these two steps, it has now ensured that its pre-shift temperature checks are not off the clock at all. All pre-shift temperature checks, since they began in March 2020, have been rendered on the clock for wage payment purposes, and indeed, Chapman Care Center has well over-allocated wages for the immeasurably small time those temperature checks take.

Alleged Failure to Provide Meal Breaks

The allegation that Chapman Care Center failed to provide Ms. Sanchez or any other employee with mandated meal breaks is squarely belied by documentary records. Chapman Care Center’s written meal break policy, a copy of which is attached as Exhibit A, fully complies with the law. Chapman Care Center’s electronic time-keeping records reflect compliance with that policy. Moreover, at the end of each pay period she worked within the year that preceded the date of Mr. Jackson’s letter, Ms. Sanchez herself certified in writing that she was provided all mandated rest breaks. A sample of one such certification is attached as Exhibit B.

Alleged Failure to Reimburse for Uniform Costs

The allegation that Chapman Care Center failed to reimburse Ms. Sanchez or any other employee for the cost of any required uniform is also completely baseless. Ms. Sanchez was not required to wear any uniform. She was required only to comply with a very general dress code that states, in pertinent part, “[c]lothing should be neat, clean, in good taste and should not constitute a safety hazard.” She was, thus, not required to incur any costs to supply any unique article of uniform clothing.

For all of these reasons, Chapman Care Center denies that Ms. Sanchez has any basis to pursue any civil penalties against it under PAGA. Chapman Care Center respectfully requests that the LWDA investigate this matter to confirm that there is no cause to impose any civil penalties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jose-Manuel A. de Castro".

José-Manuel A. de Castro

EXHIBIT A

□ □ **A** □ □ **A** □ □ **A** □ **E**
□ **E** □ □ **E** □
E □ □ □ □ □ **EE**
□ **A** □ □ □ □ □ □

Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations promptly at the start of their scheduled shifts, ready to work. You are expected to be on duty during the hours and on the days you are assigned to work. You are expected to perform your work assignments throughout your shift, except during designated rest and meal periods. Otherwise, you should not leave your work area without your supervisor's knowledge and permission.

Changing work schedules with other employees is discouraged. However, if you need to change schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

Normally, upon completion of your work shift, you are to clock out and leave the premises without lingering unless you are working preauthorized overtime or given authorization by your supervisor. If it is necessary for you to arrive at the Company earlier or leave later than your scheduled hours, you should discuss this with your supervisor. You will be instructed to wait in the employee lounge or a common rest area when off duty, off the clock.

1.9.2 Meal Periods

1.9.2.1 Non-Exempt Employees

The Company provides a 30-minute meal period to employees who work more than five hours, unless they work six or fewer hours total and elect in writing to waive the first meal period. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and elect in writing to waive the second meal period. Employees should take their first meal period before working more than five hours. Employees should take their second meal period before working more than ten hours. Meal periods cannot be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal periods and are allowed to leave the facility.

Employees who provide patient care, work in a clinical/medical department, or work as a member of a patient delivery team may waive one of their meal periods when working shifts in excess of ten hours.

The Company provides meal periods according to the following schedule:

Ratio of Shift Hours	Meals Required	Notes
0 to ≤ 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period available before working

		more than five hours, subject to any written meal period waiver in effect.
10.0	2	An employee who works more than ten hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, subject to any written meal period waiver in effect.

The Company does not pay non-empt employees for meal periods, and consequently, non-empt employees must record the start and stop times of their meal periods.

If you wish to waive a meal period, you may obtain a meal period waiver form from the DSD.

If you are unable to take a full meal period in a timely fashion due to work obligations, let your immediate supervisor, the DSD, or Administrator know immediately so that we can work with you to ensure that you are able to take your meal periods.

1.9.2.2 Empty Employees

Empty employees are entitled to take meal periods at reasonable intervals as needed. If your workload prevents you from taking meal periods, let your supervisor know immediately so that we can address the situation.

1.9.3 Rest Periods

Non-empt employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof. The Company authorizes and permits rest breaks according to the following schedule:

Duration of Shift in Hours	Number of 10 Minute Rest Breaks	Requirements
0 to 3.5	0	A non-empt employee who works less than 3.5 hours in a workday is not entitled to a rest break.
3.5 to 6	1	A non-empt employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
6.0 to 10.0	2	A non-empt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest breaks.
10.0 to 14.0	3	A non-empt employee who works more than 10 hours in a workday but who does not work more than

		14 hours in a 24-hour day is entitled to three 10-minute rest breaks. ¹
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Whenever practicable, non-exempt employees should take their rest breaks near the middle of each four-hour work period. Non-exempt employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Because rest breaks are paid, non-exempt employees should not clock out for them.

If you are unable to take your rest periods due to work obligations, let your immediate supervisor, the DSD, or Administrator know immediately so that we can work with you to ensure that you are able to take your rest periods.

Exempt employees may take reasonable rest breaks as needed in their discretion.

1.9.4 Lactation Accommodation Breaks

If you are a nursing mother, you are entitled to a reasonable amount of break time to express milk in private in an area designated by the Company. The lactation break time, if possible, should run concurrently with scheduled rest breaks and meal periods already provided to you. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, you should work with your supervisor, the DSD, the Administrator, or Human Resources regarding scheduling and reporting the extra break time as unpaid.

Because exempt employees receive their full salary during periods in which they work and are not normally required to identify break and meal times, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

Please be sure to contact your supervisor, the DSD, the Administrator, or Human Resources during your pregnancy or before you return to work to identify your need for a lactation area. Please speak to your supervisor, the DSD, the Administrator, or Human Resources to make any other arrangements necessary under this policy.

1.9.5 Attendance

1.9.5.1 Absences

We count on you to be present at work during your assigned shifts, unless you have been excused or there is an emergency or unexpected illness or injury. Your absence will be considered “excused” only if you have received prior approval from your

¹ Non-exempt employees who work more than 14 hours in a 24-hour day may be entitled to additional rest breaks.

NON-EXEMPT EMPLOYEE CERTIFICATION FORM
FOR EMPLOYEES WORKING ALTERNATIVE WORKWEEK SCHEDULE

Please sign either Certification No. 1 or Certification No. 2 below:

Certification No. 1

I declare under penalty of perjury that during this pay period: (1) my time records accurately reflect all hours that I worked; (2) I have not worked off the clock or unauthorized overtime; (3) I was provided a duty-free uninterrupted first meal period of at least 30 minutes if I worked more than 5 hours (or more than 6 hours if I agreed to waive my first meal period); (4) I was provided a duty-free uninterrupted second meal period of at least 30 minutes if I worked more than 10 hours (or more than 12 hours if I agreed to waive my second meal period and did not waive my first meal period); (5) I was authorized and permitted to take a paid rest period of at least 10 minutes net for every 4 hours worked (or major fraction thereof), close to the middle of work period; (6) I was not impeded or discouraged from taking my meal or rest periods; (7) if I did not take my meal periods and/or rest periods, or if I took meal periods and/or rest periods that were shorter than allowed by law, or if I took my meal periods and/or rest periods earlier or later than allowed by law, it was because I voluntarily chose to do so; and (8) FOR AWS (12 HOUR) WORKERS ONLY: If I worked less than my scheduled 12 hours on any workday, it was not because the facility required me or instructed me to work less than 12 hours on that day.

Letricia Alcala
 Employee's Signature

01-05-21
 Date Signed

Letricia Alcala
 Employee's Printed Name

December 16-31, 2020
 Beginning & End Dates of Pay Period

-OR-

Certification No. 2

I declare under penalty of perjury that, if I was impeded or discouraged from taking my meal periods and/or rest periods as allowed by California law during this pay period, or if all hours I worked were not accurately recorded on my time records during this pay period, I have listed the dates of any such incidents and the reasons below. FOR AWS(12 HOUR) EMPLOYEES: If the facility required me to work less than my scheduled 12 hours on any given workday, I have listed the dates of any such incidents and the name of each person who instructed me to work less than my scheduled hours below, and obtained my supervisor's signature:

<u>DATE</u>	<u>EXPLANATION</u>	<u>SUPERVISOR'S SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional pages, if necessary)

 Employee's Signature

 Date Signed

 Employee's Printed Name

 Beginning & End Dates of Pay Period

EXHIBIT G

JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218
Jackson APC

Armond M. Jackson
ajackson@jacksonapc.com

April 15, 2021

Sent By Certified Mail to 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center

Submitted Via Online to Labor and Workforce Development Agency

12232 Chapman Ave, Inc. dba Chapman Care Center
4115 East Broadway
Long Beach, California 90803

Chapman Care Center
12232 Chapman Avenue
Garden Grove, California 92840-3717

Simcha Mandelbaum
Agent for Service of Process for 12232 Chapman Ave, Inc.
4115 East Broadway
Long Beach, California 90803

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) RESPONSE TO EMPLOYER CURE
NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 210, 221, 226(a) 1-2, 4-5, 8-9, 226(a)(b), 226.3, 226.7, 510, 512, 1194, 1198, 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order No. 5, ("Wage Order 5"), Section 11
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)

Leticia Sanchez v. 12232 Chapman Ave, Inc. dba Chapman Care Center et al.

Dear 12232 Chapman Avenue, Inc. dba Chapman Care Center, Chapman Care Center and PAGA Administrator:

This letter is issued by Leticia Sanchez (“Ms. Sanchez”) pursuant to Labor Code § 2699.3, et seq. (Specifically Labor Code § 2699.3 (c)(3), which is a response to 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center (“Chapman Care Center”).

Chapman Care Center has not cured the Labor Code violations cited in the March 4, 2021 letter. First, Chapman Care Center undercounted and underpaid the aggrieved employees for off-the-clock work and did not compensate them for all owed wages, penalties and interest in which the aggrieved employees are entitled to. Chapman Care Center also did not substantiate any of the payments it claimed to have made to any aggrieved employees. These issues remain in dispute.

Second, Chapman Care Center’s policy does not satisfy any curation of alleged meal break violations or proof of payment of premium wages. (*See Alberts v. Aurora Behavioral Health Care*, 241 Cal. App. 4th 388, 406 (2015).) Chapman Care Center engaged in a pattern and practice of pressuring, encouraging aggrieved employees to work through meal periods and take short, on-call, on-premises, late, interrupted or no meal breaks at all. These issues remain in dispute.

Third, there is a factual dispute that Chapman Care Center fails to reimburse aggrieved employees for uniforms as they were required to purchase items to wear for purposes of work and costs \$30 or more which Ms. Sanchez had to purchase a few of these without reimbursement. These issues remain in dispute.

Given Chapman Care Center’s failure to pay all wages owed, failure to comply with with the meal break obligations of California Labor Code sections 226.7, 512, and Wage Order 5 Section 11, and failure to reimburse. Chapman Care Center remains in violation of all Labor Code violations, including Labor Code 226(a) 1-2, 4-5, 8, 9, 226(a)(b), 226.3, 226.7, 510, 512, 1194, 1198, 2802, Wage Order 5, Sections 3, 7 and 11. cited in the March 4, 2021.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT H



STATE OF CALIFORNIA
Labor & Workforce Development Agency

GOVERNOR Gavin Newsom – SECRETARY Julie Su

Agricultural Labor Relations Board – California Unemployment Insurance Appeals Board
California Workforce Investment Board – Department of Industrial Relations
Employment Development Department – Employment Training Panel – Public Employment Relations Board

April 27, 2021

Certified Mail

Armond Jackson
Jackson Law Group
2 Venture Plaza, Ste. 240
Irvine, California 92618

7020 1810 0001 9079 0667

Jose-Manuel de Castro
De Castro Law Group, P.C.
7590 N. Glenoaks Blvd, Suite 201
Los Angeles, California 91504

7020 1810 0001 9079 0674

Re: PAGA Claim of *Leticia Sanchez v. 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center*
LWDA PAGA No. LWDA-CM-823522-21

Decision on Cure Dispute

PLEASE TAKE NOTICE that the Labor and Workforce Development Agency (LWDA), through one or more of its departments, divisions, commissions, boards, or agencies, has reviewed the March 4, 2021 Private Attorneys General Act (PAGA) Notice from Leticia Sanchez, the March 25, 2021, notice of cure letter from 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center, and the April 15, 2021 cure dispute notice from Leticia Sanchez, and determines as follows:

I. Background

On March 4, 2021, Leticia Sanchez submitted a PAGA Notice to the LWDA asserting that 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center (jointly referred to as “Chapman Care Center” or “Employer”) allegedly had violated Labor Code provisions regarding Ms. Sanchez and similarly situated non-exempt employees. The allegations include that Ms. Sanchez and other non-exempt employees were not paid all minimum wages and/or overtime wages owed as a result of an alleged failure to pay for time spent on pre-shift temperature checks, were not provided meal periods and were not reimbursed for all business expenses in that employees were not reimbursed for the purchase of costly uniforms. Ms. Sanchez also alleges violations of various related provisions, including alleged violations of

Labor Code sections 210, 221, 226(a)(1), 226(a)(2), 226(a)(4), 226(a)(5), 226(a)(8) and 226(a)(9).

On March 25, 2021, Chapman Care Center submitted a reply to Ms. Sanchez's March 4, 2021, PAGA notice. That reply contains a notice that Chapman Care Center allegedly had cured any violations of Labor Code sections 1197.1 (failure to pay minimum wage), 558 (overtime), and 226(a) – by paying employees back pay and pay on an on-going basis for two minutes for pre-shift temperature checks. In addition, Chapman Care Center alleges that it did provide legally compliant meal periods (Labor Code section 512) and was not required to reimburse employees for the cost of their uniforms (Labor Code section 2802.)

On April 15, 2021, Ms. Sanchez submitted a cure dispute. In her dispute, Ms. Sanchez disputes that any/all back payments have been made, that meal periods had not been provided and that employees were entitled to reimbursement for purchasing uniforms.

II. The Employer Has Not Cured Any of the Violations Alleged in Leticia Sanchez's PAGA Notice

Only violations of Labor Code sections *not* listed in section 2699.5 are curable. (See Labor Code §§ 2699.3, subdivision (c); 2699.5.) Here, the only Labor Code violation listed in Leticia Sanchez's PAGA notice that is not listed in section 2699.5 is the alleged violation of section 226, subdivision (a)(8), which requires that a wage statement contain the name and address of the legal entity that is the employer. Accordingly, LWDA considers only the adequacy of the cure of section 226, subdivision (a)(8), without taking any position on the merits of any other violation alleged in the PAGA Notice or Cure Dispute.

There are no allegations that any steps have been taken to attempt to cure the alleged violation of Labor Code section 226(a)(8). Thus, LWDA finds that there has been no cure of the alleged section 226(a)(8) violation.

III. Conclusion

The LWDA determines that 12232 Chapman Ave, Inc. dba Chapman Care Center and Chapman Care Center have not cured any of the violations alleged in the PAGA notice. The LWDA takes no position on the merits of any other allegation.

If you have questions concerning this decision, please send an email to PAGAinfo@dir.ca.gov or call the PAGA Unit at (510) 286-1340.

PAGA Claim of *Leticia Sanchez v. 12232 Chapman Ave, Inc. dba Chapman Care Center*
LWDA PAGA No. LWDA-CM-823522-21
April 27, 2021
Page 3

Sincerely,

/s/ Patricia M. Kelly

Patricia M. Kelly, Attorney
Division of Labor Standards Enforcement

EXHIBIT I

LAFFEY MATRIX

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

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been

approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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