

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brittany Shaw (SBN 331773)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

LINDA HILDEBRANDT, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

SENT MANAGEMENT SERVICES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2021-00302142-CU-OE-GDS

Honorable Jill H. Talley
Department 23

**DECLARATION OF BRITTANY SHAW
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEES, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees and Costs,
General Release Fee and Settlement
Administration Costs; Declaration of Plaintiff
(Linda Hildebrandt); and [Proposed] Order
and Judgment filed concurrently herewith]

Reservation ID: A-302142-001
Date: January 31, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: June 8, 2021
Trial Date: None Set

DECLARATION OF BRITTANY SHAW

I, Brittany Shaw, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Linda Hildebrandt (“Plaintiff”). I make this declaration in support of Plaintiff’s Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs (the “Motion”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable

Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over three hundred (300) cases. She is a member of the California Employment Lawyers Association.

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6. I am a senior attorney at Lawyers for Justice, PC. I received a Bachelor of Science degree from Purdue University in 2010, and a Juris Doctor degree from Indiana University in 2015. I am admitted to practice in Indiana (since 2015) and in California (since 2020) and admitted to practice in all U.S. District Courts in California and U.S. District Courts in Indiana. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (including contested class certification), arbitration agreements, and coordination. I have successfully handled briefing and oral argument regarding the Private Attorneys General Act and employer efforts to compel arbitration. I have significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage. I also have experience with class action and/or representative action mediations and settlements. I am also a member of the California Employment Lawyers Association. Under Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh's supervision, I, along with attorneys at Lawyers for Justice, PC, have handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved.

THE SETTLEMENT REACHED IN THE ACTION

7. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Linda Hildebrandt, for herself and on behalf of the State of California with respect to other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant SENT Management, LLC (together, "Defendant"). Plaintiff and Defendant (together, the "Parties") have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, ///

General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

8. The Settlement pertains to the following allegedly aggrieved employees: all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period October 6, 2019 to June 10, 2024. As reflected in Section 3(b) of the Settlement Agreement, Defendant has represented that there are approximately 289 Aggrieved Employees and 9,132 Compensable Pay Periods.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employers with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff that was dated (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 2.**”

10. Defendant has agreed to pay the gross amount of Four Hundred Thirty Nine Thousand Five Hundred Dollars (\$439,500.00) (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs consisting of attorneys’ fees of \$153,825.00 and reimbursement of litigation costs and expenses of \$16,000.00 to Plaintiff’s Counsel; (2) General Release Fee of \$15,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$10,00.00 to ILYM Group, Inc. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$11,416.19 (i.e., \$4,583.81 less than the maximum amount allocated in the Agreement). Assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net

Settlement is estimated to be no less than \$249,258.81. The Net Settlement will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement will be distributed to the LWDA, which is estimated to be \$186,944.11 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement, which is estimated to be \$62,314.70 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain ILYM Group, Inc. (“ILYM” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the third-party administrator. The Settlement Administration Costs are estimated not to exceed \$10,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS’ COUNSEL

11. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

12. After engaging in extensive investigations, formal and informal discovery, and exchange of information, the Parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a mediation on November 13, 2023, conducted by Brandon McKelvey, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The Parties did not reach a settlement at mediation. However, with the continued assistance of the mediator over the course of several months, the Parties were able to reach agreement. In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock

theory, meal and rest periods, and wage-and-hour enforcement, evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. As of the date of this filing, Plaintiff and Defendant are unaware of any other case, whether class, individual or PAGA (including pre-filing LWDA stage) that may impact this settlement.

13. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, formal and informal discovery, and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Sets One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), served notices of depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure, wage and hour practices, and affirmative defenses, along with requests for production of documents, and reviewed Defendant's objections and responses and supplemental objections and responses thereto. Plaintiff's Counsel received contact information for the Aggrieved Employees after the Parties engaged in a *Belaire-West* notice administration process. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's personnel records, a sampling of Aggrieved Employees' time and corresponding wage records, and Defendant's operations and employment practices, policies, and procedures documents (such as, Employee Handbook, Meal Break and Rest Period Policies, Overtime Policy, Timekeeping Policy, and Meal Period Waiver Forms), among other documents. Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant information, documents and data to evaluate Plaintiff's claim and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to:

meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, purported arbitration agreements, the mediation, settlement negotiations, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; propounding written discovery requests and notices of depositions of Defendant's person most knowledgeable designees and reviewing Defendant's objections and responses, and supplemental objections and responses thereto; claims evaluation and analysis and preparing for the mediation and settlement negotiations; and appearing for court proceedings and participating in mediation and settlement negotiations. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, and wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

14. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

15. Plaintiff and her counsel have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core allegation is that Defendant violated the California Labor Code by failing to pay all wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

16. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that they would ultimately succeed in the action. Defendant

maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against their non-exempt employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

17. Even if Defendant failed on their defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff’s standing as an aggrieved employee and denied that any of Defendant’s other employees, with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to the plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued that the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

18. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff and Aggrieved Employees employment with Defendant in an effort to determine the potential value of the PAGA claim. Counsel for the Parties invested time reviewing, analyzing, and considering relevant information, documents, and data, and this information made

1 it possible to calculate the potential value and strength of the PAGA claim. Accordingly, the Parties
2 have conducted sufficient investigation and review of data, documents, and information to be
3 sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to
4 enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
5 The Parties have also considered the settlement negotiations and the recommendations of the
6 mediator, Brandon McKelvey, Esq., who is highly experienced in mediating complex labor and
7 employment matters. The Parties have agreed that this case is well-suited for settlement given the
8 legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would
9 attend further litigation. The Settlement takes into account the strengths and weaknesses of each
10 side's position and the uncertainty of how the case might have concluded as litigation continued,
11 at trial, and/or upon appeal.

12 19. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
13 attorneys' fees in the amount of \$153,825.00, which represents approximately 35% of the Total
14 Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee
15 agreement entered into by Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to contingency
16 fees of at least 35% of the recovery. The attorneys' fees sought are commensurate with: (1) the
17 risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that
18 Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel
19 has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value
20 of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that
21 Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

22 20. Plaintiff's Counsel have performed many hours of work in connection
23 with prosecuting the cases such that the requested attorneys' fees award is also justified under
24 a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of 184.30
25 hours performing tasks to obtain a recovery in this matter. Attached hereto as "**EXHIBIT 3**" is
26 an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided
27 by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
28 hours include work done by myself and several other attorneys at the firm. Additionally, separate

from the hours of work referenced in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of this matter.

21. The following attorneys at Lawyers for Justice, PC worked on the matter: 19.40 hours by Edwin Aiwarzian, Managing Member and Shareholder of Lawyers for Justice, PC, SBN 232943, admitted and practicing since 2004, billing rate \$1,495.00; 29.20 hours by Arby Aiwarzian (SBN 269827, Member and Shareholder of Lawyers for Justice, PC, admitted and practicing since 2010) and Joanna Ghosh (SBN 272479, Co-Managing Attorney, admitted and practicing since 2010), billing rate \$1,295.00; 68 hours by Senior Attorneys, including Elizabeth Parker-Fawley (SBN 301592, admitted and practicing since 2014), Brittany Shaw (SBN 331773, admitted in California in 2020 and practicing since 2015), Aliza Grossman (SBN 311067, admitted and practicing since 2016), billing rate \$850.00; 77.70 hours by Junior Attorneys, including Aram Boyadjian (SBN 334009, admitted and practicing since 2021), Folashade Akinola (SBN 351187, admitted and practicing since 2023) and Cooper McHatton (SBN 349245, admitted and practicing since 2023), billing rate \$575.00. Each of the attorneys identified above performed their work in this matter exclusively on a contingency basis. Plaintiff has not been billed for, and has not paid for, any of the work performed in the instant action to date by attorneys at Lawyers for Justice, PC (i.e., Plaintiff has not been billed for or paid the hourly rates of the various attorneys who performed work in the instant action). Lawyers for Justice, PC will receive compensation for the work performed by attorneys at the firm thus far, if attorneys' fees are awarded by the Court as a part of the Settlement. The billing rates for each of the attorneys identified above, who worked on this matter, are reasonable and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment representative actions.

LITIGATION COSTS AND EXPENSES INCURRED

BY PLAINTIFF'S COUNSEL

22. Plaintiff's Counsel seeks reimbursement of \$11,416.19 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to

1 date and will not receive any compensation until a recovery is obtained in this matter. These costs
2 and expenses were reasonable and necessary in the prosecution of this matter and to obtain the
3 Settlement, and the amount sought for reimbursement is less than the maximum amount
4 (\$16,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and
5 expenses. The cost savings of \$4,583.81 will be part of the Net Settlement.

6 **GENERAL RELEASE FEES TO PLAINTIFF**

7 23. In recognition of her efforts and work in spearheading the litigation of this matter,
8 as well as for their broader individual waiver and release of claims with a California Civil Code
9 Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement
10 provides a General Release Fee to the Plaintiff in the amount of \$15,000.00 to be paid out of the
11 Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is
12 fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the
13 State of California and undertook the responsibilities of serving in a representative capacity.
14 Plaintiff has spent a substantial amount of time and effort discussing her employment with her
15 counsel, gathering and producing relevant documents and information, and providing the facts and
16 evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her
17 counsel needed her and actively tried to obtain and provide information that would facilitate the
18 pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General
19 Release Fee, in addition to the Individual Settlement Share she will receive as an Aggrieved
20 Employee for her share of the Net Settlement Amount.

21 **ESTIMATE OF THE VALUE OF THE CLAIM(S): PAGA PENALTIES**

22 24. **Nature of the Alleged Violations.** As alleged in the PAGA Notice and in the
23 Complaint in this Action, Plaintiff alleges that Defendant violated the California Labor Code, with
24 respect to the Aggrieved Employees, by failing to pay minimum, regular, and overtime wages,
25 failing to provide compliant meal and rest periods and associated premiums, failing timely to pay
26 wages during employment and upon termination of employment, failing to provide complete and
27 accurate wage statements, failing to keep complete and accurate payroll records, and failing to
28 reimburse necessary business-related expenses and costs. Plaintiff alleges violations of California

Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001. Defendant disputes Plaintiff's allegations and denies that it violated any provisions of the California Labor Code of Industrial Welfare Commission Wage Orders. Defendant asserts that it maintained, and continues to maintain, legally-compliant employment policies and practices. Defendant has vigorously defended Plaintiff's allegations and have indicated they would continue to do so absent settlement.

25. The PAGA Period for this matter is October 6, 2019 through June 10, 2024. It is estimated that there are approximately 289 Aggrieved Employees who worked approximately 9,132 Compensable Pay Periods during the PAGA Period. (*Id.*)

26. **Total Amount of Potential Penalties.** Under PAGA, as amended, civil penalties to be assessed and collected by the state labor agency, for a violation of the California Labor Code, may, as an alternative, be recovered by an aggrieved plaintiff. If the California Labor Code already specifies and provides a civil penalty for the violation of a provision of the California Labor Code, said civil penalty is recoverable by the aggrieved employee plaintiff. Additionally, the PAGA statute establishes a civil penalty that is recoverable by an aggrieved employee plaintiff, for violation of provisions of the California Labor Code for which the California Labor Code does not specifically provide for a civil penalty, as follows: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Cal. Lab. Code. § 2699(f). Pursuant to California Labor Code section 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the State of California, with the remaining twenty-five percent (25%) allocated to the aggrieved employees. Arguably, the statute of limitations period applicable to such penalties is one year prior to the filing of the complaint. Cal. Civ. Proc. Code § 340. Plaintiff's Counsel estimates the following potential and risk-adjusted amounts for PAGA penalties:

- a. Failure to Pay Overtime Wages and Minimum Wages: The PAGA penalties at issue for failure to pay overtime wages were estimated to be \$898,750.00 [(289 initial violations x \$50 + 8,843 subsequent violations x \$100)] and the PAGA penalties at

issue for failure to pay minimum wages were estimated to be \$2,239,650.00 (289 initial violations x \$100 + 8,843 subsequent violations x \$250). However, this assumes an exposure based on Plaintiff having to prove wage violations, despite risks associated with continued litigation and trial. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and took into consideration the evidence and information obtained through investigations as well as from Defendant, applicable statutory and case law, costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for settlement purposes. With respect to the overtime claim, a 75% discount was applied to account for the risks associated with arbitration (bringing the value of PAGA penalties closer to \$224,687.50), a 65% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$78,640.63), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$19,660.16). With respect to the minimum wage claim, a 75% discount was applied to account for the risks associated with arbitration (bringing the value of PAGA penalties closer to \$559,912.50), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$195,969.38), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$39,193.88).

- b. Failure to Provide Compliant Meal Periods and Associated Premiums: The PAGA penalties at issue for failure to provide compliant meal periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$898,750 (289 initial violations x \$50 + 8,843

subsequent violations x \$100). Plaintiff's Counsel considered the risk of further litigating the case, including the significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the meal period claim would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case, statutory and case law, costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for settlement purposes. A 75% discount was applied to account for the risks of arbitration (bringing the value of PAGA penalties closer to \$224,687.50), a 60% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$89,875.00), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$22,468.75).

- c. Failure to Provide Compliant Rest Periods and Associated Premiums: The PAGA penalties at issue for failure to provide compliant rest periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$898,750.00 (289 initial violations x \$50 + 8,843 subsequent violations x \$100). In assessing the value of the PAGA penalties for rest period violations, Plaintiff's Counsel considered the risk of further litigating the case, as well as significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the rest period claim would be inherently difficult as it would first need to be proven that compliant rest periods were not provided, but time records would not indicate whether a rest period is

short, late, interrupted, or missed entirely. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and applied discounts for settlement purposes in light of applicable statutory and case law, the costs and expenses of further litigation, and risks to recovery. A 75% discount was applied to account for the risks of arbitration (bringing the value of PAGA penalties closer to \$22,468.75), 60% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$89,875.00), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$22,468.75).

- d. Failure to Timely Pay Wages After Termination: Assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, the civil penalties under the California Labor Code in connection with the alleged failure to timely pay all wages due upon termination to the approximately 88 Aggrieved Employees who separated from employment with Defendant, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$8,800.00 (88 violations x \$100 civil penalties). However, this presumes that Plaintiff would prevail on the allegations regarding unpaid wages and meal and rest period non-compliance, which is necessary to show that Defendant failed to timely pay wages that were due to the Aggrieved Employees. Accordingly, in assessing the value of PAGA penalties premised on the failure to timely pay wages, Plaintiff's Counsel took into consideration the chances of proving the alleged wage-and-hour violations, as well as the costs and expenses of further litigation, applicable statutory and case law, and risks to recovery, and applied appropriate discounts for settlement purposes. A 75% discount was applied to account for the risks associated with arbitration (bringing the value of PAGA penalties closer to \$2,200.00), 65% discount was

1 applied to account for the risks associated with succeeding on the merits and
2 establishing liability (bringing the value of PAGA penalties closer to \$770.00), and
3 a discount of 75% was applied to account for the risks associated with the Court
4 exercising its discretion to reduce and/or assess lower penalties (bringing the value
5 of PAGA penalties closer to \$192.50).

6 e. Failure to Provide Compliant Wage Statements: Based on information and data
7 provided by Defendant, and assuming that an injurious wage statement could be
8 proven for each of the pay periods worked by Aggrieved Employees during the
9 PAGA Period, the PAGA civil penalties under the California Labor Code (in the
10 statutorily-denominated amounts) for failure to provide compliant wage statements,
11 which the Court could determine whether or not to assess and whether or not to
12 reduce, were estimated to be \$8,915,250.00 (289 initial violations x \$250 + 8,843
13 subsequent violations x \$1,000). Defendant contended that any wage statement
14 violations are entirely derivative of other alleged violations of the California Labor
15 Code. In other words, Plaintiff would have to prove, for example, that overtime was
16 worked, that all hours of work had not been properly recorded and compensated to
17 demonstrate that the wage statements were inaccurate. Defendant further
18 contended, *inter alia*, that no actual injury could be shown. When assessing the
19 value of PAGA penalties for wage statement violations, Plaintiff's Counsel
20 considered these factors, the derivative nature of this alleged wage-and-hour
21 violation, the chances of proving each of other alleged wage-and-hour violations,
22 applicable statutory and case law, costs and expenses of further litigation and trial,
23 and risks to recovery, and applied appropriate discounts for settlement purposes. A
24 discount of 75% was applied to account for the risks associated with arbitration
25 (bringing the value of PAGA penalties closer to \$2,228,812.50), a discount of 65%
26 was applied to account for the risks associated with succeeding on the merits and
27 establishing liability (bringing the value of PAGA penalties closer to \$780,084.38),
28 and a discount of 85% was applied to account for the risks associated with the Court

exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$117,012.66).

- f. Failure to Maintain Payroll Records: If Plaintiff proved that Defendants willfully failed to maintain complete and accurate payroll records for 289 Aggrieved Employees, the PAGA civil penalties under the California Labor Code for said violations, which the Court could determine whether or not to assess and whether or not to reduce, would amount to \$144,500.00 (289 aggrieved employees x \$500). However, this figure assumes that Plaintiff would be able to prove all elements of the underlying allegations. In other words, Plaintiff would have to prove, for example, that all hours of work had not been recorded and compensated properly and accurately, and that non-compliant meal and rest breaks did occur but Defendant did not provide premium pay for them, etc., in order to demonstrate that Defendant failed to maintain accurate and complete payroll records. It also assumed that Plaintiff would be able to recover the statutorily-denominated amount of penalties. When assessing the value of PAGA penalties for violation of California Labor Code section 1174(d), Plaintiff's Counsel took the foregoing factors into account, as well as Defendant's defenses and contentions, the derivative nature of this alleged wage-and-hour violation, the chances of proving the other alleged wage-and-hour violations, the inherent difficulty in proving the "willful" prong of California Labor Code section 1174.5, applicable statutory and case law, costs and expenses of further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 75% was applied to account for the risks associated with arbitration (bringing the value of PAGA penalties closer to \$36,125.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$12,643.75) and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties

1 closer to \$1,896.56).

2 g. Failure to Reimburse Necessary Business Expenses: By Plaintiff's calculation, if
3 Plaintiff proved that Defendants willfully failed to reimburse necessary business-
4 related expenses for each of the Aggrieved Employees each pay period during the
5 PAGA Period, the PAGA civil penalties under the California Labor Code (in the
6 statutorily-denominated amounts) for failure to reimburse business expenses,
7 which the Court could determine whether or not to assess and whether or not to
8 reduce, were estimated to be \$1,797,500.00 (289 initial violations x \$100 + 8,843
9 subsequent violations x \$200). Additionally, Plaintiff's Counsel took into
10 consideration the additional costs attendant to, and risk of, establishing that
11 expenses were incurred, and that the nature of the expenses were such that
12 Defendant was required to reimburse them. While Plaintiff's Counsel disagreed
13 with Defendant's arguments and factual contentions, Plaintiff's Counsel considered
14 the realities of Defendant's arguments, the costs and expenses of further litigation
15 and trial, the statutory and case law, and the risks to recovery, and applied
16 appropriate discounts for settlement purposes. A discount of 75% was applied to
17 account for the risks associated with arbitration (bringing the value of PAGA
18 penalties closer to \$449,375.00), a discount of 65% discount was applied to account
19 for the risks associated with succeeding on the merits and establishing liability
20 (bringing the value of PAGA penalties closer to \$157,281.25), and a discount of
21 85% was applied to account for the risks associated with the Court exercising its
22 discretion to reduce and/or assess lower penalties (bringing the value of PAGA
23 penalties closer to \$23,592.19).

24 **Risks Considered in Reaching Settlement.**

25 27. Although the potential PAGA penalties at issue in this matter are substantial, there
26 are also significant risks. First, there is the risk that Defendant would be able to establish a defense
27 or defenses to liability. From the inception of this litigation, Defendant indicated that it would
28 aggressively litigate this case and contended that they would ultimately succeed in the action.

Defendant maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained and continues to maintain that it had legally-compliant employment policies and practices throughout the PAGA Period. Defendant denied and continues to deny that they ever violated any provision of the California Labor Code and argued, that, even if, *arguendo*, such violations occurred, it will not be treated as having engaged in subsequent violations giving rise to heightened penalties. In other words, Defendant argued that heightened civil penalties for subsequent violations would not be assessed unless it could be shown that Defendant had notice that it was violating the law, e.g. because it had already been cited by a labor agency or adjudged by a court to have done so. *See, e.g., Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.4th 1157, 1209. Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply.

28. Second, during the pendency of this case, several decisions regarding the applicability of arbitration agreements to PAGA actions were published. There is uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. The decisions of the high courts include, and are not limited to the U.S. Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, and the California Supreme Court’s decision in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. The decision by the California Supreme Court in *Adolph v. Uber Technologies* confirms that PAGA representative claims are viable and can continue to be prosecuted; however, it also suggests that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff’s individual PAGA claims. (See *Adolph v. Uber Technologies*, (2023) 14 Cal.5th at 1124-1125.) The *Adolph v. Uber Technologies* decision also suggests that, if a plaintiff is determined to not be an “aggrieved employee” for PAGA purposes in arbitration, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator’s determination and the plaintiff loses

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standing to pursue non-individual PAGA claims. (See *Id.*, 1123-1124.) As such, at the time that the parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

29. Additionally, even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant would challenge Plaintiff's standing as an aggrieved employee and deny that any of Defendant's other employees, with respect to whom Plaintiff seeks civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant would have sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. Defendant also argues that trial courts are unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

30. Counsel for the parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant, and this information made it possible to calculate the potential value and strength of the PAGA claim. Accordingly, the parties have conducted adequate investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position, the facts and circumstances of the case, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

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1 31. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
2 statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable,
3 and adequate given the substantial monetary benefits provided for by the Settlement, the strengths
4 and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with
5 continued litigation.

6 **LWDA – PROOF OF SERVICE**

7 32. Plaintiff is providing proof of submission of the settlement agreement was provided
8 to the LWDA in the form of Confirmation email from the LWDA. A true and correct copy of the
9 Proof of Submission is attached hereto as “**EXHIBIT 5.**”

10 **CONCLUSION**

11 33. I attest that I have reviewed the Court's August 9, 2024 Checklist for Approval of
12 Class Action and/or Private Attorney General Act (“PAGA”) Settlements, and Plaintiff's briefing
13 complies with the checklist, as required by Sacramento County Superior Court Local Rule 2.99.05.

14 Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is
15 within the accepted range of recoveries for this type of litigation, and is fair and reasonable, and
16 adequate given the substantial monetary benefit provided for by the Settlement, the strengths and
17 weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with
18 continued litigation. I declare under penalty of perjury under the laws of the State of California
19 that the foregoing is true and correct.

20 Executed this 6th day of January 2025, at San Diego, California.

21 

22 _____
23 Brittany Shaw
24
25
26
27
28

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Linda Hildebrandt (“Plaintiff”), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and SENT Management Services, LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately March 2016 to approximately March 2020;

(b) On April 1, 2021 Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-827786-21 (the “PAGA Notice”);

(c) On June 8, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Linda Hildebrandt v. SENT Management Services, LLC*, Sacramento Superior Court Case No. 34-2021-00302142-CU-OE-GDS (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On November 13, 2023, the Parties mediated the Action with Brandon McKelvey, Esq. and, with the aid of the mediator’s evaluation and subsequent negotiation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Four Hundred Thirty Nine Thousand Five Hundred Dollars (\$439,500.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of Thirty Five Percent (35%) of the Total Settlement Amount, which is One Hundred Fifty Three Thousand Eight Hundred Twenty Five Dollars (\$153,825.00) if the Total Settlement Amount remains \$439,500.00, and reimbursement of litigation costs and expenses in the amount of up to Sixteen Thousand Dollars (\$16,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Fifteen Thousand Dollars (\$15,000.00) (“General Release Fee”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) to ILYM Group, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the “Aggrieved Employees”). The period October 6, 2019 to June 10, 2024 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 289 individuals who worked approximately 9,132 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%), above 9,132, then Defendant shall have the option to either: (1) increase the Total Settlement Amount by the percentage that the actual pay period number exceeds 10,045 Compensable Pay Periods equal to the percentage increase in the number of pay periods worked by the PAGA representative group above 10% (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount apportioned to PAGA will increase by 1%); or (2) agree that the PAGA Period shall only run through the date on which the Compensable Pay Periods reached 9,132.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to James McNairy and Andrew Ducart of Boutin Jones Inc. ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between October 6, 2019 to June 10, 2024 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator based on the Aggrieved Employee information provided to it by Defendant for that same period detailed in Section 7(c)(1) below. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty

(30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including each of Defendant's parent companies and organizations, affiliates, subsidiaries, divisions, predecessors, insurers, joint venturers, joint employers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to

timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the “Released Claims”).

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff’s intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator, Brandon McKelvey, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 08/16/2024, 2024

Electronically Signed 2024-08-16 21:11:01 UTC - 73.66.237.31
Linda Hildebrandt
Nintex AssureSign® 0b3ce3c3-9867-4c40-bb22-b1ce014ac8cc

Linda Hildebrandt
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

SENT MANAGEMENT SERVICES, LLC

Date: 9/6/2024, 2024

DocuSigned by:
Jeff Dudley
Name: Jeff Dudley
Title: Manager

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: August 19, 2024


Arby Aiwarzian
Joanna Ghosh
Aliza Grossman
Attorneys for Plaintiff Linda Hildebrandt

BOUTIN JONES INC.

Date: September 6, 2024


James McNairy
Andrew Ducart
Attorneys for Defendant SENT Management
Services, LLC

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Linda Hildebrandt v. SENT Management Services, LLC*, Sacramento Superior Court Case No. 34-2021-00302142-CU-OE-GDS

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Linda Hildebrandt v. SENT Management Services, LLC*, Sacramento Superior Court Case No. 34-2021-00302142-CU-OE-GDS (“Action”).

The lawsuit was filed on June 8, 2021 by Linda Hildebrandt (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 1, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-827786-21 (the “PAGA Notice”).

Defendant SENT Management Services, LLC (“Defendant”) denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant..

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period October 6, 2019 to June 10, 2024 (“Aggrieved Employees”). The period October 6, 2019 to June 10, 2024 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including each of Defendant’s parent companies and organizations, affiliates, subsidiaries, divisions, predecessors, insurers, joint venturers, joint employers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 2

LAWYERS FOR JUSTICE

April 1, 2021

BY ONLINE SUBMISSION

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

Re: SENT MANAGEMENT SERVICES, LLC

Dear Representative:

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

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

SMS employed Ms. Hildebrandt as an hourly-paid, non-exempt employee from approximately February 2016 to approximately March 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Hildebrandt may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

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

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

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

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

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

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

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SMS did not provide Ms. Hildebrandt and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SMS were in violation of California

Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Hildebrandt and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

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

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

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

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

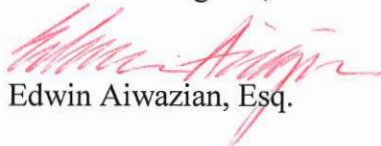
Ms. Hildebrandt and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, SMS failed to pay Ms. Hildebrandt and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Hildebrandt and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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

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

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

With kind regards,



Edwin Aiwasian, Esq.

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

Sent Management Services, LLC
c/o Kimberly A. Lucia
BOUTIN JONES INC.
Attorney
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

Sent Management Services, LLC
c/o Jeffrey W. Dudley
Agent for Services of Process
111 Exposition Blvd., BLDG. 700
Sacramento, CA 95815

EXHIBIT 3

Linda Hildebrandt v. SENT Management Services, LLC
Superior Court for the County of Sacramento, Case No. 34-2021-00302142-CU-OE-GDS

ATTORNEY TASK AND TIME CHART

Task	Lawyers for Justice, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Linda Hildebrandt's ("Plaintiff") Claims and the Merits of the Claims of the Aggrieved Employees	3.1
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant SENT Management Services, LLC ("Defendant") with Respect to Plaintiff and the Aggrieved Employees	2.8
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative Decisions in California, Including all New Relevant DLSE Materials	1.8
Investigation of Defendant, Defendant's Business Relationships, and the industry in which Defendant Operates	1.2
Investigation of Defendant's Organizational, Corporate, and Executive Reporting Structures, as They Relate to the Employment and Management of the Aggrieved Employees	0.9
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues, and Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	0.9
Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	1.1
Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	0.8
Research and Investigation Re: Location(s), Division(s), and/ or Department(s) Owned, Managed, Serviced, or Operated by Defendant in California During the PAGA Period, Including Layout, Configuration, and Differences Between them (If Any) to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	0.8
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, and Other Reviews Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	0.8
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations Where Aggrieved Employees Worked Throughout California	2.4
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Pre-Shift and post-Shift Duties, Donning and Doffing, Safety, Scheduling and Shifts, Bonuses/ Incentives/ Differential Pay, Timekeeping, Rounding, Meal/Rest Breaks, On-Premises Breaks, Meal Waivers, Overtime Pay,	0.9

Uniforms, Footwear, PPE/ Supplies, Use of Personal Cell Phones, Use of Personal Vehicles/ Transportation, and Reimbursement of Business-Related Expenses	
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Used to Conduct Everyday Business, Including Timekeeping, Scheduling, Communications, Document and Information Sharing, Marketing, Project Management, Customer Relations Management, Inventory, Logistics, Security, and Surveillance Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, Donning and Doffing, and Time Worked During Meal Breaks	0.9
Research and Analysis of Potential Defenses Defendant May Raise, Including De Minimis Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	0.9
Research and Investigation Re: Post-Duran vs. U.S. Bank Trial Manageability Issues, Including Research Regarding Which Experts to Retain and For What Purpose	0.8
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Customers and Operations, and Aggrieved Employees' Work	0.9
Meet and Communicate with Plaintiff Linda Hildebrandt During the Case	15
Investigate, Meet, Communicate with, and / or Interview Aggrieved Employees, and/or Percipient Witnesses	4.6
Pleading and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on June 8, 2021)	2.2
Review Court's Order Re: Delay in Scheduling Initial Case Management Conference (filed on June 8, 2021)	1
Review and Analyze Defendant's Answer to Plaintiff's Complaint (served on September 2, 2021), and Research Affirmative Defense in Answer	1.3
Draft Plaintiff's Notice of Posting Jury Fees (filed on February 16, 2022)	0.2
Review Court's Order Re: Case Management Conference (filed on February 18, 2022)	0.3
Draft Plaintiff's Case Management Conference Statement (filed on March 24, 2022)	0.4
Review Defendant's Case Management Statement (served on March 24, 2022)	0.4
Review Defendant's Mediation Statement (served on March 24, 2022)	0.2
Review Court's Tentative Ruling Re: Case Management Conference (issued on March 28, 2022)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on April 8, 2022)	0.2
Draft Plaintiff's Notice of Posting Complex Fees (filed on April 12, 2022)	0.2
Review Defendant's Case Management Conference Statement (served on July 28, 2022)	0.4
Draft Plaintiff's Case Management Conference Statement (filed on July 29, 2022)	0.7
Review Court's Tentative Ruling Re: Case Management Conference (issued on August 8, 2022)	0.2
Review Courts Minute Order Re: Case Management Conference (filed on August 12, 2022)	0.2
Review Court's Minute Order Re: Order and Notice Reassigning Complex Case (filed on August 17, 2022)	0.2
Draft Plaintiff's Notice Order and Reassignment of Complex Case (filed on August 22, 2022)	0.6
Review Defendant's Case Management Conference Statement (served on November 16, 2022)	0.4
Draft Plaintiff's Case Management Conference Statement (filed on November 16, 2022)	0.3

Meet and Confer with Defendant's Counsel, and Draft [Proposed] Stipulated Protective Order (submitted on November 22, 2022)	2.3
Review Court's Order re Stipulated Protective Order (filed on November 29, 2022)	0.8
Review Court's Tentative Ruling Re: Case Management Conference (issued on November 30, 2022)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on December 1, 2022)	0.9
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (submitted on February 15, 2023)	0.2
Review Court's Minute Order Re: Department Reassignment (filed on February 22, 2023)	0.2
Review Court's Tentative Ruling Re: Case Management Conference (issued on March 1, 2023)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on March 2, 2023)	0.4
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (submitted on June 28, 2023)	0.2
Review Court's Tentative Ruling Re: Case Management Conference (issued on July 12, 2023)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on July 13, 2023)	0.2
Review Court's Notice of Department Relocation (filed on January 8, 2024)	0.5
Draft Plaintiff's Notice of Notice of Department Relocation (filed on February 5, 2024)	0.7
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (submitted on February 7, 2024)	0.2
Review Court's Tentative Ruling Re: Case Management Conference (issued on February 21, 2024)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on February 22, 2024)	0.4
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (submitted on May 16, 2024)	
Review Court's Tentative Ruling Re: Case Management Conference (issued on May 30, 2024)	0.2
Review Court's Minute Order Re: Case Management Conference (filed on May 31, 2024)	0.2
Draft Plaintiff's Notice of Ruling Re: Case Management Conference (filed on June 3, 2024)	0.2
Draft Plaintiff's Notice of Settlement of Entire Case (filed on August 6, 2024)	0.2
Appearances	
Prepare for and Telephonically Attend Case Management Conference (April 8, 2022)	0.9
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement Administration Costs (TBD) (Anticipated)	5
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Linda Hildebrandt (Served on February 16, 2021)	1.1
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Linda Hildebrandt (served on March 17, 2021)	1.4
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on September 22, 2021)	3.1

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; Noticed for November 29, 2021) (served on September 22, 2021)	2.3
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; Noticed for November 30, 2021) (served on September 22, 2021)	1.4
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on October 29, 2021)	1.6
Review and Analyze Documents Produced by Defendant (served on November 1, 2021)	4.1
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; Noticed for November 29, 2021) (served on November 22, 2021)	4.9
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; Noticed for November 30, 2021) (served on November 22, 2021)	1.4
Draft Belaire-West Administration Notice and Opt-Out Postcard (drafted March 8, 2022)	2.8
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set One) (served on June 9, 2023)	1.1
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set One) (served on June 9, 2023)	1.3
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on May 29, 2024)	3.2
Letters and Correspondences	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Linda Hildebrandt for Penalties Under California Labor Code section 2698, et seq. (served on April 1, 2021)	2.1
Meet with Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	2.1
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (Employee handbook and policies, time records, payroll records) (served on June 9, 2023 and October 10, 2023)	38.8
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on November 9, 2023)	9.8
Telephonically Attend Mediation Session (November 13, 2023; Zoom Video Conference)	12.2
Review, Revise, Negotiate, and Finalize Private Attorneys General Act (Cal. Lab. Code § 2698, Et Seq.) Settlement and Release (September 6, 2024)	5.4
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement	20.2

Administration Costs, Declaration of Brittany Shaw in Support Thereof, Declaration of Linda Hildebrandt in Support Thereof, and [Proposed] Order and Judgment (filed on TBD) (Anticipated)	
Total Hours:	184.3

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Hildebrandt vs. SENT Management Services, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
2/16/2021	U.S. Postmaster	Postage	\$7.00
4/1/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
4/1/2021	U.S. Postmaster	Postage	\$14.32
6/8/2021	Legal Document Server, Inc.	Attorney Service	\$145.22
6/8/2021	Sacramento Superior Court	Complaint Filing Fee	\$435.00
2/16/2022	Legal Document Server, Inc.	Attorney Service	\$67.13
2/16/2022	Sacramento Superior Court	Jury Fee	\$150.00
3/24/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
4/7/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
4/11/2022	Legal Document Server, Inc.	Attorney Service	\$187.50
4/11/2022	Sacramento Superior Court	Complex Filing Fee	\$1,000.00
4/12/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
7/29/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
8/22/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
11/16/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
12/1/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
2/15/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
2/28/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
6/7/2023	ILYM Group, Inc.	Notice Mailing	\$305.32
6/28/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
7/19/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
8/8/2023	Medina McKlevey LP	Mediation Fee	\$7,500.00
2/2/2024	Legal Document Server, Inc.	Attorney Service	\$125.00
2/7/2024	Legal Document Server, Inc.	Attorney Service	\$14.90
5/16/2024	Legal Document Server, Inc.	Attorney Service	\$14.90
6/3/2024	Legal Document Server, Inc.	Attorney Service	\$14.90
Total:			<u>\$11,416.19</u>

EXHIBIT 5



Valerie Palomo <valerie@calljustice.com>

Thank you for your Other Response or Document Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: valerie@calljustice.com

Tue, Sep 10, 2024 at 4:03 PM

09/10/2024 04:03:48 PM

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

Item submitted: Other Response or Document Submission

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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