Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
Selena Matavosian (SBN 348044)
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

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

Plaintiff,

vs.

LOS ALTOS GOLF & COUNTRY CLUB, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21CV386789

Honorable Theodore C. Zayner
Department 19

DECLARATION OF ELIZABETH PARKER-FAWLEY 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 EXPENSES

[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 Expenses; Declaration of Plaintiff (Cristobal Florian); and [Proposed] Order and Judgment filed concurrently herewith]

Date:	December 11, 2024
Time:	1:30 PM
Department:	19
Complaint Filed:	September 16, 2021
Trial Date:	None Set

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley**,** 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 Cristobal Florian ("Plaintiff"). 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 the 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 to the State of California 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.

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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. 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 some 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, including and not limited to, those listed in

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paragraph 6 herein. 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 is 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 she is 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 she has 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.5th175 (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. Under Edwin Aiwazian, Arby Aiwazian, and her supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is also a member of the California Employment Lawyers Association.

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6. Selena Matavosian is a Member of Lawyers *for* Justice, PC. She received a Bachelor of Science degree from California State University, Northridge in 2019 and earned a Juris Doctor degree from Southwestern Law School in 2022. She was admitted to practice law in California in 2022. She is admitted to practice before all courts of the State of California and all federal district courts in the State of California. She has worked on many wage-and-hour class action and PAGA representative cases, and her work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

7. I am the Director of Legal Operations at Lawyers for Justice, PC. In December 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have worked at Lawyers *for* Justice, PC, and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions, handling cases in all stages of litigation from initial pleadings to assisting with class action trial matters, attending mediations, and preparing class action settlements. Previously, I was in the role of Manager of Litigation, in which I oversaw approximately twenty-five attorneys working on hundreds of employment class actions and representative actions, and provided internal training for our litigation practice group and post-bar law clerks.

EXAMPLES OF RESULTS REPRESENTATIVE AND CLASS ACTION CASES

8. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

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b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace

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solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

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l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products,

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involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The

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Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt

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employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a

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nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT REACHED IN THE ACTION

9. Marked and attached hereto as "**EXHIBIT A**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Cristobal Florian, for himself and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Defendant Los Altos Golf & Country Club ("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 PAGA Members when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT 1" 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 Expenses. The Court is respectfully requested to approve the proposed Cover Letter.

10. The Settlement pertains to the following allegedly aggrieved employees: all hourly, non-exempt employees who are currently or have been employed by Defendant in the State of California at any time during the PAGA Period ("PAGA Members"). The "PAGA Period" means the period between July 13, 2020 through October 31, 2022, subject to Section 3(b) of the Settlement Agreement. As reflected in Section 3(b) of the Settlement Agreement, Defendant has represented that, there are approximately Two Hundred Sixty-Six (266) PAGA Members who have worked approximately Six Thousand Two Hundred (6,200) Compensable Pay Periods.

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11. 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 employer 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 July 13, 2021 ("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 B**."

12. Defendant has agreed to pay the gross amount of Five Hundred Two Thousand Dollars and Zero Cents ($502,000.00) ("Maximum 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 Maximum Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of up to $175,700.00 for attorneys' fees and up to $16,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of $7,500.00 to Plaintiff; and (3) Settlement Administration Expenses of up to $6,000.00 to the PAGA Settlement Administrator. Plaintiffs' Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $14,012.41 (i.e., $1,987.59 less than the maximum amount allocated), and assuming that the requested Attorneys' Fees and Costs, General Release Fees and Settlement Administration Expenses, are approved by the Court, the Net Settlement Amount is estimated to be approximately $298,787.59. The Net Settlement Amount will be distributed to the LWDA and the PAGA Members pursuant to California Labor Code section 2699(i). Seventy-five to percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated be $224,090.69 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be $74,696.90 ("Employees' Portion"), will be distributed to the PAGA Members 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 Simpluris, Inc.

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(“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Expenses are estimated not to exceed $6,000.00 and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

13. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, PAGA Members, 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.

14. After engaging in extensive investigations, informal discovery, and exchange of information, data, and documents, the Parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on October 31, 2022, conducted by Francis J. Ortman III, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator’s evaluation and his assistance, the Parties reached the Settlement by accepting the mediator’s proposal. 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, alternative dispute resolution agreements, the 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.

15. 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, informal discovery, and exchange of information, documents, and data

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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. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to, the employment records of Plaintiff, a sampling of PAGA Members' time and pay data, Defendant's Employee Handbook, internal memorandum, new hire orientation checklists, company policy acknowledgments (including but not limited to, Confirmation of Receipt of Employee Handbook and Personnel Action Notice), forms, procedures, and policies (including but not limited to Expense Accounts Policy, Attendance and Punctuality Policy, Timekeeping Requirements Policy, Advisory Services Agreement, Purchase Agreement, and Individual Dispute Resolution Agreement), among other information and documents. Counsel for the Parties undertook significant investigation, and invested time conducting investigation and reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, informal discovery, mediation, and settlement, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, briefs for settlement negotiations and mediation, and the settlement agreement; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have also 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, alternative dispute resolution agreements, Plaintiff's claims and allegations, and Defendant's defenses, as well as facts discovered.

16. 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

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recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

17. Plaintiff and his 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 has 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.

18. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it 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 its hourly, non-exempt employees, and that it had, and continues 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.

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19. Even if Defendant failed on its 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 seek 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 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. 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 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.

20. Counsel for the Parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff's and PAGA Members' 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 also considered the settlement negotiations and the recommendations of the mediator, Francis J. Ortman III, Esq., who is a well-respected mediator. 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, in arbitration proceedings, and/or upon appeal.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $175,700.00, which represents approximately thirty-five percent (35%) of the Maximum Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreements entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery. The

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attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved in the case; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

22. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **280.10 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the PAGA Members. Attached hereto as "**EXHIBIT C**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

23. The work performed in this particular case, the background of Lawyers *for* Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $850 for work performed by Plaintiffs' Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court

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Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of $831.38; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of $845.64.

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LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

24. Plaintiff's Counsel seeks reimbursement of $14,012.41 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as "**EXHIBIT D**." These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount ($16,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $1,987.59 will be part of the Net Settlement Amount. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case.

GENERAL RELEASE FEE TO PLAINTIFF

25. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of $7,500.00 to be paid out of the Maximum Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes

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of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee.

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

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

Executed this 12th day of July 2024, at Glendale, California.

Elizabeth Parker-Fawley

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EXHIBIT A

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 Cristobal Florian ("Plaintiff"), for himself and as a representative of the State of California with respect to the PAGA Members (as defined in Section 3(a)(5) below) and Los Altos Golf & Country Club ("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 April 2014 to approximately August 2020;

(b) On July 13, 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-837843-21 (the "PAGA Notice");

(c) On September 16, 2021, Plaintiff filed his 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 *Cristobal Florian v. Los Altos Golf & Country Club*, Santa Clara Superior Court Case No. 21CV386789 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of various provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On October 31, 2022, the Parties mediated the Action with Tripper Ortman, Esq. and, with the aid of the mediator's evaluation, 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, Plaintiff complying with the terms of this Settlement Agreement, the release of claims to the Released Parties provided by this Settlement Agreement, and the complete resolution of the Action, Defendant shall pay the maximum gross sum of Five Hundred Two Thousand Dollars and Zero Cents ($502,000.00) (the "Maximum Settlement Amount"). Subject to Section 3(b), under no circumstances shall Defendant's payment under this Settlement Agreement exceed the Maximum Settlement Amount. The Maximum Settlement Amount will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Maximum Settlement Amount, which is One Hundred Seventy-Five Thousand Seven Hundred Dollars and Zero Cents ($175,700.00) if the Maximum Settlement Amount remains $502,000, and reimbursement of litigation costs and expenses in the amount of up to Sixteen Thousand Dollars and Zero Cents ($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 Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and Zero Cents ($6,000.00) ("Settlement Administration Expenses") to Simpluris, 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 Maximum Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount." If the Court approves amounts less than that set forth in Sections 3(a)(1) – 3(a)(3), any amounts that were not approved by the Court shall be added to 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 hourly, non-exempt employees who are currently or have been employed by Defendant in the State of California at any time during the PAGA Period ("PAGA Members"). The period July 13, 2020, through October 31, 2022 is the "PAGA Period," subject to Section 3(b). The 25% portion of the Net Settlement Amount payable to PAGA Members is, as a whole, referred to as the "Employees' Portion."

(b) The PAGA Members are estimated to consist of approximately 266 individuals who worked approximately 6,200 Compensable Pay Periods (as defined in Section 7(b)). If the actual number of Compensable Pay Periods during the PAGA Period is more than five percent (5%) above 6,200 (i.e., more than 6,510 Compensable Pay Periods), Defendant shall have the option of either (a) increasing the Maximum Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Compensable Pay Periods above five percent (5%) (i.e., above 6,510 Compensable Pay Periods); or (b) ending the PAGA Period on the last date on which the total Compensable Pay Periods do not exceed 6,510.

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(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 PAGA Members 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 PAGA Members, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, the releases provided to the Released Parties in this Settlement Agreement, the fulfillment of the promises contained in this Settlement Agreement, and the Court's approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void, and the Parties shall work in good faith with the mediator to resolve the Court's concerns and obtain Court approval of the Settlement to the extent reasonably practicable.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit the Maximum Settlement Amount to the PAGA Settlement Administrator within fourteen (14) calendar days of the "Effective Date." The "Effective Date" of the Settlement shall be deemed the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Plaintiff's Counsel, and Defendant's Counsel; (2) the Court has issued an order approving the Settlement; and (3) sixty-six (66) calendar days have passed since the Court has entered an order and judgment approving the Settlement Agreement or, if any appeal, writ, or other appellate proceeding opposing the Court's order and judgment approving the Settlement Agreement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief. 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) The PAGA Settlement Administrator shall account for and distribute the Maximum Settlement Amount in accordance with Section 7. Upon complete distribution of the Maximum 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 Maximum Settlement Amount and provide any necessary documentation to comply with any Court order requiring a final accounting of the settlement distributions.

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) Plaintiff shall comply with all statutory requirements necessary to execute and complete the administration of the Settlement, including submission of the Settlement Agreement, orders, and information about the Action and Settlement to the LWDA, on its website, in accordance with California Labor Code section 2699(l).

(d) 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 Scott P. Jang of Jackson Lewis, P.C. ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity of at least seven (7) business days to review and comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(e) 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.

(f) The Parties agree that the PAGA Members have no right to opt out of this Settlement.

7. **Payment of Maximum 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 Maximum Settlement Amount to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Effective Date. 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 PAGA Member 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 during the PAGA Period ("Compensable Pay Periods"), which will be calculated by totaling the number of pay checks the PAGA Member received during the PAGA Period ("Pay Check Count"). If, however, the Pay Check Count exceeds the maximum number of potential pay periods between the first date and the last date that the PAGA Member received a pay check during the PAGA Period ("Maximum Pay Periods"), the PAGA Member's Compensable Pay Periods shall equal the Maximum Pay Periods. Specifically, to calculate each PAGA Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each PAGA Member, divide the number of Compensable Pay Periods he or she individually worked during the PAGA Period by the aggregate number of

Compensable Pay Periods credited to all PAGA Members, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Member's Individual Settlement Share. Any PAGA Member who did not work a pay period during the PAGA Period but was terminated during the PAGA Period, shall be deemed to have worked one (1) Compensable Pay Period for the purpose of determining Individual Settlement Shares.

(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. PAGA Members' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(2) The PAGA Members shall be solely and legally responsible for correctly characterizing any payment to them pursuant to this Settlement for tax purposes and for paying any taxes on the amounts received. The PAGA Members agree to indemnify and hold the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of any payment to them pursuant to this Settlement.

(3) All Individual Settlement Shares to the PAGA Members shall be deemed to be paid to such individual solely in the year in which such payments actually are received by the individual. It is expressly understood and agreed that the receipt of such Individual Settlement Shares will not entitle any individual to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any individual to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Shares provided for in this Settlement are the sole payments to be made by Defendant to the PAGA Members, and that the PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Shares (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(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 fourteen (14) calendar days after the Effective Date, Defendant shall provide the PAGA Settlement Administrator with a list of all PAGA Members (the "PAGA Members List"), containing the following information for each PAGA Member: (i) first and last name; (ii) last known address; (iii) Social Security number; (iv) dates of employment as an hourly, non-exempt employee in California during the PAGA Period; and (v) 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 PAGA Members List within fourteen (14) calendar days of receiving the PAGA Members List, and update addresses for the PAGA Members 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 PAGA Members List and Maximum 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 PAGA Members 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 PAGA Member 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 PAGA Members shall remain valid for one hundred and eighty (180) 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 PAGA Member(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 PAGA Members List and Maximum 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 PAGA Members List and Maximum 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. Plaintiff's Counsel agrees that Defendant has no role or involvement in any action taken pursuant to the preceding sentence, and Plaintiff's Counsel agrees to indemnify and hold Defendant and Released Parties completely harmless from any litigation, claim, damage, penalty, attorneys' fee, or cost arising out of any purchase of annuities, utilization of an attorney fee deferral vehicle, or any other action taken pursuant to the preceding sentence.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Maximum 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 PAGA Members List and Maximum Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Expenses to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Members.

(h) If any of the deadlines in Section 7 by which a Party or the PAGA Settlement Administrator must act 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. This extension does not apply to the date on which Individual Settlement Share checks will expire, as set forth in Section 7(c)(4).

8. **<u>Release of Claims by Plaintiff, PAGA Members, and the State of California</u>**.

(a) Upon the Effective Date and full funding of the Maximum Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to PAGA Members, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other individual or entity that could be liable for any of the Released Claims (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 claims and factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001, (collectively, the "Released Claims").

(b) Subject to the Court's awarding the General Release Fee to Plaintiff, and upon the Effective Date and full funding of the Maximum Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged 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 may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions). This broader release is intended to be a general release that 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 him to exist may hereafter be discovered yet are still released through the above general release of all claims. It is Plaintiff's intention to, upon the Effective Date and full funding of the Maximum Settlement Amount, settle fully and release all claims which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) 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.

(c) Plaintiff understands that the general release provided by him in this Settlement constitutes a full general release of all existing claims whether currently known or unknown including, but not limited to, claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"). Plaintiff further acknowledges that (i) he has been advised to consult with an attorney before signing this Settlement; (ii) by executing this Settlement Agreement, Plaintiff acknowledges that he has been afforded at least forty-five (45) calendar days to consider its meaning and effect; (iii) Plaintiff agrees that the forty-five (45) calendar day consideration period began on the date this Settlement Agreement first was delivered to Plaintiff; and (iv) Plaintiff understands that the general release in the preceding Paragraph does not extend to any rights or claims that he has under the ADEA that first arise after execution of the Settlement Agreement. Plaintiff may revoke the Settlement Agreement with respect to ADEA release only for a period of seven (7) calendar days following the date of his execution of the Settlement Agreement. Any revocation of the ADEA release must be submitted in writing and state, "I hereby revoke my acceptance of the ADEA release in the Private Attorneys General Act Settlement Agreement and Release." The revocation must be certified delivered to Jackson Lewis P.C., Attn: Scott Jang, 50 California Street, 9th Floor, San Francisco, California, 94111, and postmarked within seven (7) calendar days after Plaintiff's execution of the Settlement. Any revocation exercised by Plaintiff shall not affect the remainder of Plaintiff's general release in the preceding Paragraph or this Settlement, both of which shall remain in effect and be fully enforceable. If Plaintiff revokes the ADEA release in the Settlement in accordance with this paragraph, Plaintiff will only be entitled to receive 50% of the General Release Fee and the remainder will be reallocated to the Net Settlement Amount.

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) Plaintiff and Plaintiff's Counsel will not have any communication with the media about the Settlement other than to direct the media to the public records of the Action on file with the Court. Plaintiff's Counsel will ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any media comment on the Settlement and its terms. Plaintiff's Counsel further agrees not to use Defendant's names in any statements for marketing purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience, or from undertaking required submissions of information and/or documents to the LWDA pursuant to California Labor Code section 2699(l).

(b) 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.

(c) 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.

(d) 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.

(e) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Tripper Ortman, 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.

(f) 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.

(f) The Court shall retain jurisdiction over the Parties and this matter to enforce terms of the Settlement Agreement under California Code of Civil Procedure section 664.6, including after judgment is entered.

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.

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

Date: ________________________, 2023

____
Cristobal Florian
Individually and On Behalf of the State of California with Respect to PAGA Members

LOS ALTOS GOLF & COUNTRY CLUB

Date: 7/13/2023, 2023

Kathy Cole
Name: Kathy Cole
Title: President, Board of Directors

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: ________________________, 2023

____
Arby Aiwazian
Joanna Ghosh
Kyla Buenaventura
Attorneys for Plaintiff Cristobal Florian

JACKSON LEWIS, PC

Date: July 14, 2023, 2023

____
Scott P. Jang
Gonzalo Morales
Attorneys for Defendant Los Altos Golf & Country Club

(f) The Court shall retain jurisdiction over the Parties and this matter to enforce terms of the Settlement Agreement under California Code of Civil Procedure section 664.6, including after judgment is entered.

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.

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

Electronically Signed 2023-07-28 01:17:23 UTC - 73.235.202.158

Nintex AssureSign® 8ef8b1a6-5e0f-4fa8-855b-b04c012c4e7d

Date: 07/27/2023, 2023

Cristobal Florian
Individually and On Behalf of the State of California with Respect to PAGA Members

LOS ALTOS GOLF & COUNTRY CLUB

Date: ______________________, 2023 ______________________
Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Kyla Buenaventura

Date: July 28, 2023

Arby Aiwazian
Joanna Ghosh
Kyla Buenaventura
Attorneys for Plaintiff Cristobal Florian

JACKSON LEWIS, PC

Date: ______________________, 2023 ______________________
Scott P. Jang
Gonzalo Morales
Attorneys for Defendant Los Altos Golf & Country Club

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Cristobal Florian v. Los Altos Golf & Country Club*, Santa Clara Superior Court Case No. 21CV386789

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 *Cristobal Florian v. Los Altos Golf & Country Club*, Santa Clara Superior Court Case No. 21CV386789 ("Action").

The lawsuit was filed on September 16, 2021 by Cristobal Florian ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged PAGA Members, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for 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 July 13, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Los Altos Golf & Country Club's ("the Club") alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-837843-21 (the "PAGA Notice").

The Club adamantly 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 the Club. While the Court has not made any determination on the merits of Plaintiff's claims, Plaintiff and the Club have reached a settlement to avoid the cost, burden, and uncertainty of litigation.

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 hourly, non-exempt employees who are currently or have been employed by the Club in the State of California at any time during the PAGA Period ("PAGA Member(s)"). The period of July 13, 2020, through [October 31, 2022, or sooner date pursuant to Section 3(b) of the Settlement Agreement] is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the Maximum number of pay periods that you worked for the Club 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 <<Effective Date and full funding of the Maximum Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means the Club, including the Club's present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other individual or entity that could be liable for any of the Released Claims.
>
> "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 PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-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. **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 B

LAWYERS FOR JUSTICE, PC

July 13, 2021

BY ONLINE SUBMISSION

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

Re: ***LOS ALTOS GOLF & COUNTRY CLUB***

Dear Representative:

We have been retained to represent Cristobal Florian against Los Altos Golf & Country Club (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Los Altos Golf & Country Club") for violations of California wage-and-hour laws. Mr. Florian 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.

Mr. Florian 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.

Los Altos Golf & Country Club employed Mr. Florian as an hourly-paid, non-exempt employee from approximately April 2014 to approximately August 2020, in the State of California.

The "aggrieved employees" that Mr. Florian 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, Los Altos Golf & Country Club 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, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001.

Los Altos Golf & Country Club 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, Mr. Florian and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Florian 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, Los Altos Golf & Country Club required Mr. Florian 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. Los Altos Golf & Country Club 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, Los Altos Golf & Country Club failed to pay Mr. Florian 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, Los Altos Golf & Country Club failed to pay Mr. Florian 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, Los Altos Golf & Country Club did not provide Mr. Florian and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Los Altos Golf & Country Club 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 Mr. Florian 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, Mr. Florian 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, Mr. Florian 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, Mr. Florian 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 Mr. Florian 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, Los Altos Golf & Country Club failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Florian 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, Los Altos Golf & Country Club did not provide Mr. Florian 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 2-2001, 4-2001, 5-2001, and 10-2001, 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, Los Altos Golf & Country Club failed to pay Mr. Florian 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 Mr. Florian 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, Los Altos Golf & Country Club failed to pay Mr. Florian and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Florian 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, Mr. Florian and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Los Altos Golf & Country Club. These costs include, but are not limited to, the purchasing and maintenance of clothing in compliance with the dress code and the purchasing and maintenance of shoes in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Florian 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, including civil penalties pursuant to Labor Code section 558.

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 Aiwazian, Esq.

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

Los Altos Golf & Country Club
c/o Susan Blackmore
Agent for Service of Process
1560 Country Club Drive
Los Altos, CA 94024

EXHIBIT C

CRISTOBAL FLORIAN V. LOS ALTOS GOLF & COUNTRY CLUB
(SANTA CLARA SUPERIOR COURT CASE NO. 21CV386789)
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 Cristobal Florian's ("Plaintiff") Private Attorneys General Act ("PAGA") Claims on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	8.30
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant Los Altos Golf & Country Club ("Defendant") with Respect to Plaintiff and the Aggrieved Employees	7.00
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Representative PAGA Actions, Collective Bargaining Agreements, Arbitration Agreements/Clauses, and IWC Wage Orders in California, Including all New and Relevant DLSE Materials	7.00
Investigation of Defendant, Its Services, Its Contractors, Its Business Relationships, Its Clients and Customers, and the Industries and Markets in Which It Operates	4.30
Investigation of Defendant's Organizational, Corporate, and Executive Reporting Structures as They Relate to the Employment and Management of the Aggrieved Employees	3.50
Investigation of Defendant's Executives, Officers, and Leadership With a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.00

Analysis of Defendant's Competitors Within 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	4.10
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between Them (If Any) to Determine Whether Those Differences Will Cause Individual Issues Predominate Over Common Issues	3.80
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) at Which Aggrieved Employees Worked Throughout California	4.20
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Attendance, Timekeeping, Schedules, Reporting Time, Meal/Rest Breaks, On-Premises Breaks, Meal and Rest Premiums, Overtime Compensation, Regular Rate, On-Call/Call Outs, and Reimbursement of Business-Related Expenses,	12.50
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant and/or Its Clients/Customers Use to Conduct Everyday Business, e.g., Customer Relations Management, Project Management, Timekeeping, GPS, 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, and During Meal Breaks	3.00
Research and Analysis of Potential Defenses Defendant May Raise, Including *De Minimis* Work, Non-Compensable Off-the-Clock Work, and Waiver	8.00
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.20

Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	5.30
Meet and Communicate with Plaintiff Cristobal Florian Throughout the Pendency of the Case	36.0
Investigate, Meet, Communicate With, and/or Conduct Interviews of Aggrieved Employees and/or Percipient Witnesses	13.5
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 16, 2021), and Legal Research and Analysis of All Allegations Involved	6.20
Review Court's Civil Lawsuit Notice (filed on September 16, 2021)	0.10
Review Court's Order Deeming Case Complex and Staying Discovery and Responsive Pleading Deadline (filed on September 17, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (served on November 29, 2021), and Research Allegations and Affirmative Defenses in Answer	1.50
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on January 20, 2022)	1.20
Review Court's Minute Order Re: Conference Re: Case Management (February 1, 2022)	0.10
Review Court's Notice of Further Case Management Conference (filed on February 2, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft and/or Review ADR Stipulation and Order (filed on May 4, 2022)	1.10

Review Court's Notice of Rescheduled Case Management Conference (filed on May 4, 2022)	0.10
Review Court's Order Granting ADR Stipulation and Order (filed on May 4, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Statement and Notice of Settlement (filed on November 10, 2022)	1.10
Review Court's Notice of Rescheduled Case Management Conference (filed on December 12, 2022)	0.10
Review Court's Notice of Rescheduled Case Management Conference (filed on February 21, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on June 12, 2023)	1.00
Review Court's Notice of Rescheduled Case Management Conference (filed on June 20, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on November 7, 2023)	1.00
Review Court's Notice of Rescheduled Case Management Conference (filed on November 13, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on March 22, 2024)	1.00
Review Court's Notice of Rescheduled Case Management Conference (filed on March 25, 2024)	0.10

Appearances	
Prepare for and Telephonically Attend Conference: Case Management (January 26, 2022)	1.30
Prepare for, Travel to/from, and 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 and Costs, General Release Fee, and Settlement Administration Expenses December 11, 2024 (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Cristobal Florian (served on November 2, 2020)	1.50
Draft Follow-Up Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Cristobal Florian (served on January 12, 2021)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Cristobal Florian (served on January 12, 2021)	5.70
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Cristobal Florian for Penalties Under California Labor Code section 2698, *et seq.* (served on July 13, 2021)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	28.0
Mediation/Settlement	

Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to the October 31, 2022 Mediation • Employee Handbooks and Policies • Employee Time Records • Employee Payroll Records • Plaintiff's Time and Wage Records	19.40
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claim and Allegations, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on October 24, 2022)	25.80
Remotely Attend Mediation Session (October 31, 2022; Zoom Video Conference)	6.00
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (fully executed on July 28, 2023) and Cover Letter	15.00
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 and Costs, General Release Fee, and Settlement Administration Expenses, Declaration of Elizabeth Parker-Fawley in Support Thereof, and [Proposed] Order and Judgment (filed on July 12, 2024) (Anticipated)	25.60
Total Hours:	280.1

EXHIBIT D

LAWYERS for JUSTICE PC CASE COST DETAIL
Florian v. Los Altos Golf Country Club (PAGA)

Date	Payee	Expense Description	Amount
11/2/2020	U.S. Postmaster	Postage	7.00
1/13/2021	U.S. Postmaster	Postage	7.00
7/13/2021	Labor & Workforce Development Agency	PAGA Filing Fee	75.00
7/13/2021	U.S. Postmaster	Postage	7.50
9/17/2021	One Legal	Attorney Service	31.16
9/17/2021	Santa Clara Superior Court	Complaint Filing Fee	435.00
1/11/2022	One Legal	Attorney Service	18.24
1/14/2022	CourtCall, LLC	Attorney Service	94.00
1/20/2022	Legal Document Server, Inc.	Attorney Service	16.80
1/21/2022	One Legal	Attorney Service	18.24
9/15/2022	Ortman Mediation, Inc.	Mediation Fee	13,000.00
9/19/2022	FedEx Express	Courier Service	40.50
10/22/2022	ProLegal	Attorney Service	150.50
11/1/2022	FedEx Express	Courier Service	40.67
11/10/2022	Legal Document Server, Inc.	Attorney Service	17.55
6/12/2023	Legal Document Server, Inc.	Attorney Service	17.75
11/7/2023	Legal Document Server, Inc.	Attorney Service	17.75
3/22/2024	Legal Document Server, Inc.	Attorney Service	17.75
		Total:	**14,012.41**