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

MARIA MARTINEZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

THERAPEUTIC PATHWAYS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 34-2021-00308190

Honorable Laurie A. Damrell
Department 22

**DECLARATION OF TRAVIS J. MAHER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Award of Attorneys'
Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff (Maria Martinez); and [Proposed]
Order and Judgment filed concurrently
herewith]

Hearing Date: October 11, 2024
Hearing Time: 9:00 a.m.
Department: 22

Complaint Filed: September 17, 2021
Trial Date: None Set

DECLARATION OF TRAVIS J. MAHER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS

DECLARATION OF TRAVIS J. MAHER

I, Travis J. Maher, 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 Maria Martinez (“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 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions 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 Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial

Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. 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 Aiwarzian 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 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 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 Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) 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 a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers for Justice, PC. I received a Bachelor of Science degree from Tulane University in 2003, a Master of Science degree from the University of Minnesota in 2010, and a Juris Doctor degree from Loyola Law School - Los Angeles in 2018. I am admitted to practice in California (since 2019) and I am admitted to practice in all U.S. District Courts in California. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification, arbitration agreements, coordination, and intervention. I have handled briefing and oral argument on appeal and obtained a notable decision regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims in *Nickson v. Shemran, Inc.* (2023) 90 Cal.App.5th 121.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

7. 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.

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 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.

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, 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.

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

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

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

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

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

27 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28

1 wage-and-hour class and PAGA representative action against a manufacturer of food service
2 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
3 approval of the class and PAGA representative action settlement. The Orange County Superior
4 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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

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

15 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
16 representative action against a food company on behalf of non-exempt employees. On June 30,
17 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Sacramento County Superior Court Case Number is 34-2015-00175871.

19 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
20 representative action against a chocolate company on behalf of non-exempt employees. On July
21 19, 2017, the court granted final approval of the class and PAGA representative action
22 settlement. The Alameda County Superior Court Case Number is RG15764300.

23 w) LFJ represented the plaintiff in a PAGA representative action, against the
24 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
25 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
26 Los Angeles County Superior Court Case Number is BC569664.

27 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA

1 representative action against a manufacturer of plastic containers on behalf of non-exempt
2 employees. On October 31, 2017, the court granted final approval of the class and PAGA
3 representative action settlement. The Los Angeles County Superior Court Case Number is
4 BC577233.

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

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

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

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

25 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a behavioral health service provider on behalf of non-exempt
27 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 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.

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.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as "EXHIBIT 1" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Maria Martinez, for herself and on behalf of the State of California and other allegedly aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Therapeutic Pathways, LLC, a California limited liability company (successor-in-interest to Therapeutic Pathways, Inc., a California corporation) ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to PAGA Settlement Group Members when Individual Settlement Shares are distributed to them in the Notice Packet, 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 Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Settlement pertains to the following allegedly aggrieved employees: All current and former non-exempt employees of Defendant in California at any time during the period from July 13, 2020 to the date on which the Court approves the Settlement. ("PAGA Settlement Group Members"). The "PAGA Period" means the period from July 13, 2020 to the date on which the Court approves the Settlement. Defendant has represented that there are

approximately One Thousand Five Hundred Fifty-Three (1,553) PAGA Settlement Group Members who worked during the PAGA Period.

10. 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 behalf of Plaintiff Maria Martinez that was dated July 13, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the Plaintiff’s July 13, 2021 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

11. Defendant has agreed to pay the gross amount of Eight Hundred Thousand Dollars (\$800,000.00) (“Total Settlement Amount”) to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees consisting of attorneys’ fees of \$280,000.00 and reimbursement of litigation costs and expenses of \$14,058.30 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee of \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$7,500.00 to ILYM Group, Inc. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$14,058.30, and assuming that the requested Attorneys’ Fees and Costs, General Release Fees, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately \$488,441.70. The Net Settlement Amount will be distributed to the LWDA and the PAGA Settlement Group Members pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$366,331.28 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$122,110.43 (“Employee’s Portion”), will be

distributed to the PAGA Settlement Group Members on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Pay Periods”). The parties have agreed to retain ILYM Group, Inc. (“ILYM” or “Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the Settlement Administrator. The Settlement Administrator Costs are estimated not to exceed \$7,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court. The Settlement therefore meets the “fair, reasonable, and adequate” standard set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77, 87.

ESTIMATE OF THE VALUE OF THE CLAIM(S)

12. **Nature of the Alleged Violations.** As alleged in the PAGA Notice and in the Complaint in this Action, Plaintiff alleges that Defendant violated the California Labor Code, with respect to the PAGA Settlement Group Members, by failing to pay minimum, regular, and overtime wages, failing to provide compliant meal and rest periods and associated premiums, failing timely to 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. Plaintiff alleges violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001. Defendant disputes Plaintiff’s allegations and denies that it violated any provisions of the California Labor Code of Industrial Welfare Commission Wage Orders. Defendant asserts that they maintained, and continue to maintain, legally-compliant employment policies and practices. Defendant has vigorously defended Plaintiff’s allegations and have indicated they would continue to do so absent settlement.

The PAGA Period for this matter is the period from July 13, 2020 to the date on which the Court approves the Settlement. (Settlement Agreement, § I(G). It is estimated that there are approximately 1,553 PAGA Settlement Group Members who worked approximately 31,779 Pay

Periods during the PAGA Period.

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

- a. Failure to Pay Overtime Wages and Minimum Wages: The PAGA penalties at issue for failure to pay overtime wages were estimated to be \$3,100,250.00 [(1,553 initial violations x \$50 + 30,226 subsequent violations x \$100)] and the PAGA penalties at issue for failure to pay minimum wages were estimated to be \$7,711,800.00 (1,553 initial violations x \$100 + 30,226 subsequent violations x \$250). However, this assumes an exposure based on Plaintiff having demonstrated to prove wage violations, despite risks associated with continued litigation and trial. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case and took into consideration the evidence and information obtained through investigations as

well as from Defendant, applicable statutory and case law, costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for settlement purposes. With respect to the overtime claim, a 80% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$620,050.00), and a discount of 92% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$49,604.00). With respect to the minimum wage claim, a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$1,542,360.00), and a discount of 92% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$123,388.80).

- b. Failure to Provide Compliant Meal Periods and Associated Premiums: The PAGA penalties at issue for failure to provide compliant meal periods and associated premiums, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$3,100,250.00 (1,553 initial violations x \$50 + 30,226 subsequent violations x \$100). Plaintiff's Counsel considered the risk of further litigating the case, including the significant additional costs that will be incurred by both sides if the case does not settle, as litigating a representative action through trial and/or appeals is very expensive. Moreover, litigating the meal period claim would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff's Counsel recognized the realities of the case, statutory and case law, costs and

1 expenses of further litigation, and risks to recovery, and applied appropriate
2 discounts for settlement purposes. A 90% discount was applied to account for the
3 risks associated with succeeding on the merits and establishing liability (bringing
4 the value of PAGA penalties closer to \$310,025.00), and a discount of 92% was
5 applied to account for the risks associated with the Court exercising its discretion
6 to reduce and/or assess lower penalties (bringing the value of PAGA penalties
7 closer to \$24,802.00).

- 8 c. Failure to Provide Compliant Rest Periods and Associated Premiums: The PAGA
9 penalties at issue for failure to provide compliant rest periods and associated
10 premiums, which the Court could determine whether or not to assess and whether
11 or not to reduce, were estimated to be \$3,100,250.00 (1,553 initial violations x
12 \$50 + 30,226 subsequent violations x \$100). In assessing the value of the PAGA
13 penalties for rest period violations, Plaintiff's Counsel considered the risk of
14 further litigating the case, as well as significant additional costs that will be
15 incurred by both sides if the case does not settle, as litigating a representative
16 action through trial and/or appeals is very expensive. Moreover, litigating the rest
17 period claim would be inherently difficult as it would first need to be proven that
18 compliant rest periods were not provided, but time records would not indicate
19 whether a rest period is short, late, interrupted, or missed entirely. While
20 Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions,
21 Plaintiff's Counsel recognized the realities of the case and applied discounts for
22 settlement purposes in light of applicable statutory and case law, the costs and
23 expenses of further litigation, and risks to recovery. A 90% discount was applied
24 to account for the risks associated with succeeding on the merits and establishing
25 liability (bringing the value of PAGA penalties closer to \$310,025.00), and a
26 discount of 92% was applied to account for the risks associated with the Court
27 exercising its discretion to reduce and/or assess lower penalties (bringing the

value of PAGA penalties closer to \$24,802.00).

d. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Assuming that a court would be satisfied that the PAGA claim was susceptible to being efficiently tried and adjudicated on a representative basis, the civil penalties under the California Labor Code in connection with the alleged failure to timely pay all wages due upon termination to the approximately 1,553 PAGA Settlement Group Members who separated from employment with Defendant, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$155,300.00 (1,553 violations x \$100 civil penalties). However, this presumes that Plaintiff would prevail on the allegations regarding unpaid wages and meal and rest period non-compliance, which is necessary to show that Defendant failed to timely pay wages that were due to the PAGA Settlement Group Members. Accordingly, in assessing the value of PAGA penalties premised on the failure to timely pay wages, Plaintiff's Counsel took into consideration the chances of proving the alleged wage-and-hour violations, as well as the costs and expenses of further litigation, applicable statutory and case law, and risks to recovery, and applied appropriate discounts for settlement purposes. A 94% discount was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$9,318), and a discount of 92% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$745.44).

e. Failure to Provide Compliant Wage Statements: Based on information and data provided by Defendant, and assuming that an injurious wage statement could be proven for each of the pay periods worked by PAGA Settlement Group Members during the PAGA Period, the PAGA civil penalties under the California Labor Code (in the statutorily-denominated amounts) for failure to provide compliant

wage statements, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$30,614,250.00 (1,553 initial violations x \$250 + 30,226 subsequent violations x \$1,000). Defendant contended that any wage statement violations are entirely derivative of other alleged violations of the California Labor Code. In other words, Plaintiff would have to prove, for example, that overtime was worked, that all hours of work had not been properly recorded and compensated to demonstrate that the wage statements were inaccurate. Defendant further contended, *inter alia*, that no actual injury could be shown. When assessing the value of PAGA penalties for wage statement violations, Plaintiff's Counsel considered these factors, the derivative nature of this alleged wage-and-hour violation, the chances of proving each of other alleged wage-and-hour violations, applicable statutory and case law, costs and expenses of further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 94% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$1,836,855.00), and a discount of 92% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$146,948.40).

- f. Failure to Maintain Payroll Records: If Plaintiff proved that Defendant willfully failed to maintain complete and accurate payroll records for 1,553 PAGA Settlement Group Members, the PAGA civil penalties under the California Labor Code for said violations, which the Court could determine whether or not to assess and whether or not to reduce, would amount to \$776,500.00 (1,553 PAGA Settlement Group Members x \$500). However, this figure assumes that Plaintiff would be able to prove all elements of the underlying allegations. In other words, Plaintiff would have to prove, for example, that all hours of work had not been

recorded and compensated properly and accurately, and that non-compliant meal and rest breaks did occur but Defendant did not provide premium pay for them, etc., in order to demonstrate that Defendant failed to maintain accurate and complete payroll records. It also assumed that Plaintiff would be able to recover the statutorily-denominated amount of penalties. When assessing the value of PAGA penalties for violation of California Labor Code section 1174(d), Plaintiff's Counsel took the foregoing factors into account, as well as Defendant's defenses and contentions, the derivative nature of this alleged wage-and-hour violation, the chances of proving the other alleged wage-and-hour violations, the inherent difficulty in proving the "willful" prong of California Labor Code section 1174.5, applicable statutory and case law, costs and expenses of further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement purposes. A discount of 94% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of PAGA penalties closer to \$46,590.00) and a discount of 92% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties (bringing the value of PAGA penalties closer to \$3,727.20).

- g. Failure to Reimburse Necessary Business Expenses: By Plaintiff's calculation, if Plaintiff proved that Defendant willfully failed to reimburse necessary business-related expenses for each of the PAGA Settlement Group Members each pay period during the PAGA Period, the PAGA civil penalties under the California Labor Code (in the statutorily-denominated amounts) for failure to reimburse business expenses, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be \$6,200,500.00 (1,553 initial violations x \$100 + 30,226 subsequent violations x \$200). Additionally, Plaintiff's Counsel took into consideration the additional costs attendant to, and risk of, establishing that expenses were incurred, and that the nature of the

1 expenses were such that Defendant was required to reimburse them. While
2 Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions,
3 Plaintiff's Counsel considered the realities of Defendant's arguments, the costs
4 and expenses of further litigation and trial, the statutory and case law, and the
5 risks to recovery, and applied appropriate discounts for settlement purposes. A
6 80% discount was applied to account for the risks associated with succeeding on
7 the merits and establishing liability (bringing the value of PAGA penalties closer
8 to \$1,240,100.00), and a discount of 92% was applied to account for the risks
9 associated with the Court exercising its discretion to reduce and/or assess lower
10 penalties (bringing the value of PAGA penalties closer to \$99,208.00).

11 **Risks Considered in Reaching Settlement.**

12 14. Although the potential PAGA penalties at issue in this matter are substantial,
13 there are also significant risks. First, there is the risk that Defendant would be able to establish a
14 defense or defenses to liability. From the inception of this litigation, Defendant indicated that
15 they would aggressively litigate this case and contended that they would ultimately succeed in
16 the action. Defendant maintained several defenses to Plaintiff's allegations, which, if
17 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
18 Throughout this litigation, Defendant maintained and continue to maintain that they had legally-
19 compliant employment policies and practices throughout the PAGA Period. Defendant denied
20 and continues to deny that they ever violated any provision of the California Labor Code and
21 argued, that, even if, *arguendo*, such violations occurred, it will not be treated as having engaged
22 in subsequent violations giving rise to heightened penalties. In other words, Defendant argued
23 that heightened civil penalties for subsequent violations would not be assessed unless it could be
24 shown that Defendant had notice that they were violating the law, e.g. because they had already
25 been cited by a labor agency or adjudged by a court to have done so. *See, e.g., Amaral v. Cintas*
26 *Corp. No. 2* (2008) 163 Cal.4th 1157, 1209. Defendant argued that they would be able to show a
27 lack of willfulness in the violations, such that the alleged California Labor Code violations

would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply.

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

16. Counsel for the parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff’s and PAGA Settlement Group 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 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side’s position, the facts and circumstances of the

case, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

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

18. After engaging in extensive investigations, formal and 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 mediation on June 14, 2023, conducted by Hon. Raul Ramirez (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. The matter did not settle at mediation. However, the Parties continued their settlement efforts via the cooperation of Hon. Raul Ramirez, (Ret.), and with his assistance the Parties reached the Settlement described herein. 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, wage-and-hour enforcement, 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.

19. 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 and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review,

consideration, and analysis of thousands of pages 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 were not limited to, Defendant's Employee Handbook and multiple standalone policies, various agreements and acknowledgments, and Defendant's operations and employment practices, policies, and procedures documents, including Defendant's Punctuality and Attendance Policy, Meal and Rest Periods Policy, Timekeeping Requirements Policy, Overtime for Nonexempt Employees Policy, Expense Reimbursement Policy, Record Management Policy, and Termination Policy, among other documents. Counsel for the parties undertook significant investigation and evaluation of 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, the mediation, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; and preparing for and appearing for court proceeding, mediation, and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

20. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant's violated the California Labor Code. While Plaintiff's counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,

1 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
2 periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable
3 for adjudication as to a group of employees.

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

14 22. From the inception of this litigation, Defendant indicated that they would
15 aggressively litigate this case and contended that they would ultimately succeed in the action.
16 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
17 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
18 litigation, Defendant maintained, and continues to maintain, that they did not engage in a
19 uniform policy and systematic scheme of wage abuse against their hourly employees, and that
20 they had, and continue to have, legally-compliant employment policies and practices throughout
21 the time period at issue. Defendant denies that they ever violated any provision of the California
22 Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
23 representative adjudication for any purpose other than the Settlement.

24 23. Even if Defendant failed on their defenses, Plaintiff would inevitably face other
25 challenges in court. For example, Defendant would challenge Plaintiff's standing as an
26 aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to
27 represent are 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 may also contend 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 they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant will also argue that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

24. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff and PAGA Settlement Group Members’ employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of data, documents, and 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, Hon. Raul Ramirez (Ret.), who is highly experienced in mediating complex labor and employment matters. 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 and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

25. As set forth more fully in the accompanying Motion, Plaintiff's counsel seeks attorneys' fees in the amount of \$280,000.00, which represents thirty-five percent (35%) of the Gross 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 contingency-fees of at least forty-five percent (45%) of the recovery. The 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 throughout the litigation; (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.

26. Plaintiff's Counsel have performed many hours of work in connection with prosecuting the cases such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **254.20 hours** performing tasks to obtain a recovery in this matter. Attached hereto as "**EXHIBIT 3**" 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. Additionally, separate from the hours of work referenced in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of this matter.

27. The following attorneys at Lawyers for Justice, PC worked on the matter: 25.7 hours by Edwin Aiwarzian, Managing Member and Shareholder of Lawyers for Justice, PC, SBN 232943, admitted and practicing since 2004, billing rate \$1,495.00; 31.1 hours by Arby Aiwarzian, SBN 269827, Member and Shareholder of Lawyers for Justice, PC, admitted and practicing since 2010, billing rate \$1,295.00; 136.3 hours by Senior Attorneys, including Tiffany Hyun (SBN 311743, admitted and practicing since 2016), Melissa LeBlanc (SBN 283080, admitted and practicing since 2012), Travis J. Maher (SBN 327206, admitted and practicing

since 2019), and Hagit Goltzer (SBN 324276, admitted and practicing since 2018), billing rate \$850.00; 61.1 hours by Junior Attorneys, including Jaqueline Silva (SBN 342302, admitted and practicing since 2021), Morgan Barney (SBN 346855, admitted and practicing since 2022), and Ryan Slinger (SBN 351297, admitted and practicing since 2023), billing rate \$575.00. Each of the attorneys identified above performed their work in this matter exclusively on a contingency basis. Plaintiff has not been billed for, and has not paid for, any of the work performed in the instant action to date by attorneys at Lawyers *for* Justice, PC (i.e., Plaintiff has not been billed for or paid the hourly rates of the various attorneys who performed work in the instant action). Lawyers for Justice, PC will receive compensation for the work performed by attorneys at the firm thus far, if attorneys' fees are awarded by the Court as a part of the Settlement. The billing rates for each of the attorneys identified above, who worked on this matter, are reasonable and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment representative actions.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

28. Plaintiff's Counsel seeks reimbursement of **\$14,058.30** for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

GENERAL RELEASE FEE TO PLAINTIFF

29. In recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section III(I)(3) of the Settlement Agreement), the Settlement provides General Release Fee to Plaintiff in the total amount of \$10,000.00 to be paid out of the Gross 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 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 her employment with her 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 her counsel needed her 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, in addition to the Individual Settlement Share she will receive as an PAGA Settlement Group Member for her share of the Net Settlement Amount.

LWDA – PROOF OF SUBMISSION OF SETTLEMENT

30. A true and correct copy of Plaintiff’s Proof of Submission of the Settlement Agreement to the LWDA in the form of a confirmation email from the LWDA is attached hereto as “EXHIBIT 5.”

CONCLUSION

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

32. 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 18th day of September 2024, at Glendale, California.



Travis J. Maher

Exhibit 1

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release is made by and between Maria Martinez ("Plaintiff"), on behalf of herself and on behalf of the State of California and all PAGA Settlement Group Members (as defined below), on the one hand, and Therapeutic Pathways, LLC, a California limited liability company (successor-in-interest to Therapeutic Pathways, Inc., a California corporation) ("Defendant"), on the other hand (Plaintiff and Defendant are collectively referred herein as, the "Parties", and individually as a "Party"), subject to the approval of the Court (as defined below) in accordance with California Labor Code section 2698 *et seq.*, upon and subject to the following terms and conditions.

I. DEFINITIONS

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

- A. "Action" means the civil action titled *Maria Martinez v. Therapeutic Pathways* pending before the Superior Court of the County of Sacramento, Case No. 34-2021-00308190.
- B. "Aggrieved Employee Data" means employee data to be provided to the Settlement Administrator sufficient to allow distribution of the Individual Settlement Shares as set forth in this Agreement and the PAGA, including the PAGA Settlement Group Members' name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- C. "Agreement" or "Settlement Agreement" means this PAGA Settlement Agreement and Release.
- D. "Attorneys' Fees and Costs" means the amounts allocated to Plaintiff's Counsel for reasonable attorneys' fees and reimbursement of expenses/costs.
- E. "Complaint" means the Complaint filed by Plaintiff on September 17, 2021 in the Action, and all amendments thereto.
- F. "Court" means the Superior Court for the State of California, County of Sacramento.
- G. "Covered Period" means the period of time from July 13, 2020 through the date on which the Court grants approval of the Settlement.
- H. "Defendant's Counsel" means Michael A. Farbstein and Ramsey F. Kavar of Farbstein & Blackman, APC.
- I. "Effective Date" means the date by which (i) the Court enters a Judgment on its Order Granting Approval of PAGA Settlement and Judgment, and (ii) the Judgment is final.
- J. "Employees' Portion" means the 25% portion of the Net Settlement Amount payable to PAGA Settlement Group Members.
- K. "Gross Settlement Amount" means the total amount to be paid by Defendant as provided by this Agreement. Defendant promises to pay \$800,000 and no more as the Gross Settlement Amount. The Gross Settlement Amount will cover: (i) Individual Settlement Shares to PAGA Settlement Group Members; (ii) the LWDA Payment; (iii) the

Representative Plaintiff's Payment; (iv) the Attorneys' Fees and Costs; and (v) the Settlement Administration Costs. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph III(H)(3)(b) of this Agreement.

- L. "Individual Settlement Shares" means the *pro rata* share of 25% of the Net Settlement Amount each PAGA Settlement Group Members are entitled to based upon the number of Pay Periods they each worked during the Covered Period. Individual PAGA Shares will be calculated by the PAGA Settlement Administrator by analyzing Defendant's payroll and/or timekeeping records to determine the number of Pay Periods worked. Specifically, to calculate Individual Settlement Shares, the Settlement Administrator shall: (i) for each PAGA Settlement Group Member, divide the number of Pay Periods he or she individually worked by the total aggregate number of Pay Periods worked by all PAGA Settlement Group Members, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Settlement Group Member Individual Settlement Share.
- M. "Judgment" means the Order Granting Approval of PAGA Settlement and Judgment entered by the Court in substantially the same form evidenced by **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- N. "LWDA" means the California Labor and Workforce Development Agency.
- O. "LWDA Payment" means the portion of the payment from the Gross Settlement Amount to be paid to the LWDA under the Settlement Agreement. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) (the "Employee's Portion") will be distributed to PAGA Settlement Group Members on a *pro rata* basis, based on the number of PAGA Pay Periods worked for Defendant during the Covered Period ("Individual PAGA Payment").
- P. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is available for distribution as Individual Settlement Shares to PAGA Settlement Group Members and the LWDA Payment after deduction for the following payments approved by the Court: (i) the Representative Plaintiff's Payment; (ii) the Attorneys' Fees and Costs; and (iii) Settlement Administration Costs. If any Individual Settlement Share check is not timely cashed by a PAGA Settlement Group Member, that share will be sent to the California State Controllers' Office Unclaimed Property Fund.
- Q. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- R. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA.
- S. "Pay Periods" means the number pay periods in which each PAGA Settlement Group Member performed any work for Defendant as an hourly-paid or non-exempt employee within California during the Covered Period, which information will be provided to the Settlement Administrator by Defendant.
- T. "PAGA Settlement Group Members" means the current and former non-exempt employees of Defendant in California who performed any non-exempt work for Defendant during the period from July 13, 2020 to the date that the Court approves this Settlement.

- U. “Plaintiff’s Counsel” means Arby Aiwarzian, Esq., Joanna Ghosh, Esq. and Ryan Slinger, Esq. of Lawyers for Justice, PC.
- V. “Released Parties” means Defendant, its affiliates, present and former parents, subsidiaries and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- W. “Representative Plaintiff’s Payment” means the special payment made to Plaintiff to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that she was unsuccessful in the prosecution of the Action, and granting the release described in Section III.I.1.
- X. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- Y. “Settlement Administrator” means Simpluris, Inc. or any other third-party settlement administrator agreed to by the Parties and appointed by the Court to administer the Settlement.
- Z. “Settlement Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Parties and approved by the Court in connection with Approval of the Settlement.

II. FACTUAL BACKGROUND

A. On July 13, 2021, Plaintiff served a letter to the LWDA and Defendant in accordance with the requirements of California’s Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order 4-2001, for alleged failures to properly pay and reimburse employees (the “LWDA Letter”). The LWDA declined to investigate the alleged violations, and Plaintiff initiated this Action.

B. On September 17, 2021, Plaintiff commenced this Action in the Sacramento County Superior Court of California. Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”), commencing a representative action under PAGA against Defendant, entitled *Martinez v. Therapeutic Pathways*, Sacramento Superior Court Case No. 34-2021-00308190 (the “Action”). The Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

C. In the Action, Plaintiff seeks relief under the PAGA on behalf of herself, the State of California, and the PAGA Settlement Group Members for alleged violations of California’s Labor Code.

D. Prior to mediation, Defendant supplied Plaintiff’s Counsel with extensive employee background, payroll data, time punch data, policies, reimbursement information and pay samples which Plaintiff’s Counsel’s expert reviewed and analyzed.

E. On June 14, 2023, the Parties participated in a mediation presided over by Hon. Raul Ramirez (Ret.). During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action. The matter did not settle at mediation but was settled after mediation by the continued efforts of the mediator.

F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group Members on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement and Court approval, the Gross Settlement Amount is Eight Hundred Thousand Dollars and No Cents (\$800,000.00).

B. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (the "Settlement Administration Costs").

C. **Payments to LWDA.** The Parties will apply to the Court for a payment to the LWDA out of the Gross Settlement Amount equal to 75% of the Net Settlement Amount. If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount to be distributed as Individual Settlement Shares.

D. **Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's request for Attorneys' Fees from the Gross Settlement Amount in the amount of 35% of the Gross Settlement Amount (i.e. Two Hundred Eighty Thousand Dollars (\$280,000.00) if the Gross Settlement Amount remains \$800,000.00), and reimbursement of actual litigation costs and expenses (collectively, the "Attorneys' Fees and Costs"). The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

E. **Payment to Plaintiff.** In addition to her Individual Settlement Share, Plaintiff will apply to the Court for a Representative Plaintiff's Payment from the Gross Settlement Amount of not more than Ten Thousand Dollars and No Cents (\$10,000.00). Defendant will not oppose a Representative Plaintiff's Payment of up to Ten Thousand Dollars (\$10,000.00). The Settlement Administrator will pay the Representative Plaintiff's Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Representative Plaintiff's Payment of less than Ten Thousand Dollars (\$10,000.00), the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiff's Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment.

F. **Individual Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group 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 between from July 13, 2020 through the date on which the Court grants approval of the Settlement will be calculated by the Settlement Administrator by analyzing Defendant's payroll and/or timekeeping records to determine the number of Pay Periods worked.

Specifically, to calculate each PAGA Settlement Group Members' share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods he or she individually worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Settlement Group Members' Individual Settlement Share.. An IRS Form 1099 will be issued to each PAGA Settlement Group Member for his or her Individual Settlement Share because the Action sought civil penalties.

G. Appointment of Settlement Administrator. The Parties will cooperate in selecting an acceptable Settlement Administrator to: (i) resolve disputes in connection with the calculation of Individual Settlement Shares in accordance with the Settlement; (ii) distribute Individual Settlement Shares and other payments due under the Settlement pursuant to Section H below; and (iii) otherwise administer the Settlement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Individual Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

H. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiff filing a Motion for an Order Granting Approval of PAGA Settlement and Judgment (the "Motion") no later than ninety (90) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the final Judgment to the Settlement Administrator.
- b. Pursuant to PAGA, on the date Plaintiff files the Motion, Plaintiff will submit to the LWDA a PAGA Notice of Settlement which complies with the requirements of PAGA.
- c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the Motion, and submit an order granting the Motion in the form evidenced by **Exhibit A** to this Agreement.
- d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiff's Payment will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude

himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. Plaintiff agrees to waive her right to appeal, if the Settlement is approved without any material changes by the Court. . The Parties further agree that PAGA Settlement Group Member's recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.I.2.

3. PAGA Settlement Fund Administration.

- (a) Within fifteen (15) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect the privacy rights of the PAGA Settlement Group Members, the Settlement Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Settlement Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- (b) Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fifteen (15) days after the Effective Date provided that wire instructions and all W-9 necessary for said payment are first provided to Defendant.
- (c) Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all the Individual Settlement Shares, the LWDA Payment, the Settlement Administration Costs, the Attorneys' Fees and Costs. Disbursement of the Attorneys' Fees and Costs shall not precede disbursement of the Individual Settlement Shares.
 - (1) The Settlement Administrator will issue checks for the Individual Settlement Shares and send them to the PAGA Settlement Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date.

- (2) The Settlement Administrator must conduct an address search for all PAGA Settlement Group Member whose checks are returned undelivered without USPS forwarding address. A PAGA Settlement Group Member must cash his or her Individual Settlement Share payment or check within one hundred eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Individual Settlement Share check is not cashed within one hundred twenty (120) days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become nonnegotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within one hundred eighty (180) days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the PAGA Settlement Group Member's name.
 - (3) For any PAGA Settlement Group Member whose Individual Settlement Share check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Settlement Group Member.
 - (4) The payment of an Individual Settlement Share to any PAGA Settlement Group Member shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
4. **Resolution of Disputes.** If a PAGA Settlement Group Member disputes the information shown on his or her settlement information sheet, the PAGA Settlement Group Member has thirty (30) days from the date of mailing to so notify the Settlement Administrator to resolve the matter by returning the sheet with the information that he or she contends is correct and including with the sheet any documentation the PAGA Settlement Group Member has to support his or her contention. In the event of such a dispute, Defendant will have the right to review their payroll and personnel records to verify the correct information. The Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the PAGA Settlement Group Member, and non-appealable.
5. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil

penalties within ten (10) days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA and the PAGA Settlement Group Members through the Settlement Administrator's website for a period of one (1) year following entry of the Judgment.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes final, as defined in this Agreement.
7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for certiorari or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Court's award of the PAGA Settlement Group Member's Individual Settlement Share and/or the Attorneys' Fees and Costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the right to appeal from any refusal by the Court to award the Attorneys' Fees and Costs sought by them.

I. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of Plaintiff's awarded Representative Plaintiff's Payment, Plaintiff's Individual Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes final, Plaintiff hereby releases Defendant and the Released Parties from any and all claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period or at any other time. In further consideration of the mutual promises and covenants contained in this agreement, Defendant agrees to release any and all claims they may have against Plaintiff relating to or arising from her employment by Defendant.

2. **PAGA Settlement Group Members.** In consideration for their awarded Individual Settlement Shares, as of the date the Settlement becomes final, all PAGA Settlement Group Members hereby release Defendant and the Released Parties from any and all claims under PAGA of whatever kind or nature, arising during the Covered Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to LWDA, including but not limited to claims under Labor Code sections 201-203, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 2802, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").
3. **Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims as provided for in Section III.I.1 and the PAGA Settlement Group Members' Released Claims include all such respective claims under PAGA, whether known or unknown by the releasing party. Therefore, with respect only to those respective released claims or Released Claims, as applicable, Plaintiff and the PAGA Settlement Group Members expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

With respect to the PAGA Settlement Group Members' Released Claims, the scope of the waiver of rights and benefits under section 1542 of the California Civil Code is in no way intended by the Parties to extend to any claims beyond the Released Claims; rather, this waiver is intended to apply only to the Released Claims.

K. No Effect on Other Benefits. The Individual Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. Confidentiality Preceding Approval. Prior to filing of the Motion, Plaintiff and Plaintiff's Counsel has not and will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, and vendors related to settlement administration regarding the Settlement.

M. Confidentiality Post Approval. After the Judgment, Plaintiff has not and will not make mention of or allude in any way whatsoever to the existence of this Agreement. Plaintiff's receipt of consideration or the amount of said consideration from Defendant, and each of them, and/or the substance of any discussions involved in the negotiation or creation of this Agreement, will not hereafter disclose any information concerning this Agreement to anyone or anything, except as required by law, and as may be necessary for legitimate law enforcement or compliance purposes including but not limited to communications with the Internal Revenue Service and/or state tax authorities, or to Plaintiff's tax, healthcare, legal advisors or representatives, or spouse. Any inquiry regarding any dispute between Plaintiff and Defendant, and each of them, or this Agreement, shall be responded to by stating, with respect to any issues related thereto, only that "it has been resolved." Plaintiff understands that Plaintiff is responsible for notifying Plaintiff's representatives

with respect to these confidentiality obligations and is ultimately responsible for both Plaintiff's own and Plaintiff's representatives' compliance with these obligations. This will not prevent Plaintiff's Counsel from posting the Gross Settlement Amount on his website without directly or indirectly identifying Defendant and/or Defendant's Counsel. This will not prevent Plaintiff from responding to a lawful court-ordered subpoena, however, Plaintiff must comply with the notice obligations set forth herein. Defendant will not hereinafter disclose any information concerning this Agreement to anyone other than communications with the Internal Revenue Service and/or state tax authorities, and those with a need to know in the reasonable course of their business, their professional representatives or in response to legal process. Defendant will use its best efforts to advise its officers, agents and representatives of the confidentiality obligations. The Parties acknowledge that this non-disclosure provision is a material part of the inducement for each of them to enter into this Agreement.

N. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendant denies that it has engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage, or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this Agreement and will not be liable for any party's breach of any of the terms of this Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Settlement Group:

Arby Aiwarzian
Joanna Ghosh
Ryan Slinger
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203

To Defendant:

Michael A. Farbstein
Ramsey F. Kavar
Farbstein & Blackman APC
411 Borel Avenue, Suite 425
San Mateo, CA 94402

11. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
12. **No Tax Advice.** Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
13. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
14. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

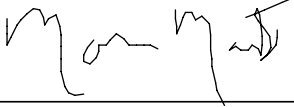
IV. EXECUTION BY PARTIES

THE PARTIES HEREBY EXECUTE THIS AGREEMENT:

06/21/2024
Date: _____, 2024

PLAINTIFF MARIA MARTINEZ

Electronically Signed
2024-06-21 21:11:05 UTC - 107.217.148.255
Nintex AssureSign®
790dd127-4c2d-42ad-b4d0-b196015b22ba



DEFENDANT THERAPEUTIC PATHWAYS LLC

Date: _____, 2024

By: _____

Its: _____

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC



Date: June 21, 2024

Ryan Slinger
Attorneys for Plaintiff

FARBSTEIN & BLACKMAN APC

Date: _____, 2024

Michael A. Farbstein
Ramsey F. Kavar
Attorneys for Defendant

IV. EXECUTION BY PARTIES

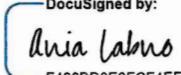
THE PARTIES HEREBY EXECUTE THIS AGREEMENT:

PLAINTIFF MARIA MARTINEZ

Date: _____, 2024

DEFENDANT THERAPEUTIC PATHWAYS LLC

Date: 7/21, 2024

DocuSigned by:

F498BD0E3ECE4EF

By: Ania Labno

Its: President and Chief Transition Officer

APPROVED AS TO FORM:

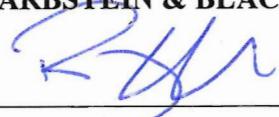
LAWYERS for JUSTICE, PC

Date: _____, 2024

Ryan Slinger
Attorneys for Plaintiff

FARBSTEIN & BLACKMAN APC

Date: 8/1, 2024



Michael A. Farbstein
Ramsey F. Kawar
Attorneys for Defendant

Exhibit A

Form of Order Granting Approval of PAGA Settlement and Judgment

[See attached.]

Exhibit 2

LAWYERS FOR JUSTICE

July 13, 2021

BY ONLINE SUBMISSION

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

Re: THERAPEUTIC PATHWAYS, INC.

Dear Representative:

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

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

Therapeutic Pathways employed Ms. Martinez as an hourly-paid, non-exempt employee from approximately July 2019 to approximately August 2020, in the State of California.

The "aggrieved employees" that Ms. Martinez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, 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, Therapeutic Pathways 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 4-2001 and 5-2001.

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

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

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

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

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

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

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

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

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Therapeutic Pathways failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

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, Therapeutic Pathways did not provide Ms. Martinez and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

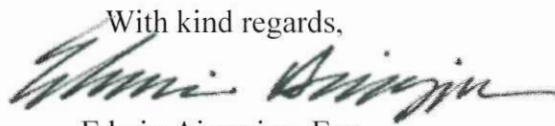
California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee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

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Martinez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Therapeutic Pathways. These costs include, but are not limited to, the purchasing and maintenance of tools, equipment, and supplies, including but not limited to lumbar support pillows.

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

A handwritten signature in black ink, appearing to read 'Edwin Aiwazian', written in a cursive style.

Edwin Aiwazian, Esq.

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

Therapeutic Pathways, Inc.
c/o Coleen R Sparkman
Agent for Service of Process
1100 14th Street
Modesto, CA 95354

Exhibit 3

MARIA MARTINEZ V. THERAPEUTIC PATHWAYS, INC.
Superior Court for the County of Sacramento, Case No. 34-2021-00308190

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Notice Investigation of the Merits of Plaintiff Maria Martinez’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	4.10
Investigation of Defendant’s Organizational, Corporate, and Executive Reporting Structures, as They Relate to the Employment and Management of the Aggrieved Employees	2.40
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues, and Defendant’s Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	3.10
Research and Investigation Re: Arbitration Agreements and Analysis of Enforceability	2.50
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, Customer/Consumer Reviews, and Other Content Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would Be Susceptible to Being Performed Off-the-Clock and/or During Meal or Rest Breaks	2.90
Communicate with Plaintiff Maria Martinez During the Case	18.80

Pleadings and Court Filings	
Review Materials and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 17, 2021)	3.10
Review Court's Notice and Order of Complex Case Determination (filed on September 28, 2021)	0.10
Review Court's Order: Notice of Case Management Conference and Complex Case Management Procedures (filed on November 9, 2021)	0.20
Review Defendant's Answer to Plaintiff's Complaint and Research Affirmative Defenses in Defendant's Answer (filed on December 7, 2021)	0.90
Review Court's Order: Notice Reassigning Case (served on January 19, 2022)	0.20
Review Court's Order: Continuance of Complex Case Management Conference (served on April 5, 2022)	0.10
Review Court's Order: Notice Assigning Complex Case For All Purposes (served on April 18, 2022)	0.10
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed April 28, 2022)	0.80
Review Court's Tentative Ruling for May 18, 2022 Case Management Conference (served on May 17, 2022)	0.20
Review Court's Minute Order from May 18, 2022 Case Management Conference (served on May 18, 2022)	0.20
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed July 7, 2022)	0.60
Review Court's Tentative Ruling for July 21, 2022 Case Management Conference (served on July 20, 2022)	0.20
Draft Notice of Ruling re Court's Final Ruling confirming the Tentative Ruling for the July 21, 2022 Case Management Conference (filed on July 21, 2022)	0.40

Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed August 15, 2022)	0.60
Review Court's Tentative Ruling for August 25, 2022 Case Management Conference (served on August 24, 2022)	0.20
Draft Notice of Ruling re Court's Final Ruling confirming the Tentative Ruling for the August 25, 2022 Case Management Conference (filed on August 25, 2022)	0.40
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed September 20, 2022)	0.60
Review Court's Tentative Ruling for September 29, 2022 Case Management Conference (filed on September 28, 2022)	0.20
Draft Notice of Ruling re Court's Final Ruling confirming the Tentative Ruling for the September 29, 2022 Case Management Conference (filed on September 29, 2022)	0.40
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed November 23, 2022)	0.60
Draft, Review, and /or Revise Stipulated Protective Order, Meet and Confer with Defendant's Counsel (filed November 30, 2022)	2.80
Review Court's Tentative Ruling for December 8, 2022 Case Management Conference (filed on December 7, 2022)	0.20
Draft Notice of Ruling re Court's Final Ruling confirming the Tentative Ruling for the December 8, 2022 Case Management Conference (filed on December 8, 2022)	0.40
Draft, Review, and/or Revise Stipulation to Continue February 9, 2023 Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed November 23, 2022)	0.50
Review the Court's Order granting the Stipulation to Continue February 9, 2023 Case Management Conference (filed January 25, 2023)	0.40

Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed July 19, 2023)	0.60
Review Court's Tentative Ruling for August 3, 2023 Case Management Conference (filed on August 2, 2023)	0.20
Review the Court's Minute Order for the August 3, 2023 Case Management Conference (filed on August 3, 2023)	0.40
Review and Analyze Defendant's Offer to Compromise and Notice of Acceptance under Cal Code Civ Procedure Section 998 to Plaintiff (filed on August 11, 2023)	0.80
Review and Analyze Defendant's Notice of Unavailability (filed on August 30, 2023)	0.10
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed October 18, 2023)	0.60
Draft, Review, and /or Revise Joint Stipulation and [Proposed] Order re: Belaire-West Notice, Meet and Confer with Defendant's Counsel (filed October 18, 2023)	0.90
Review Court's Tentative Ruling for November 2, 2023 Case Management Conference (filed on November 1, 2023)	0.20
Review Court's Order for the November 2, 2023 Informal Discovery Conference (filed on November 1, 2023)	0.40
Review Court's Order vacating the Informal Discovery Conference and Re-Setting Case Management Conference (filed on November 14, 2023)	0.30
Draft, and Review Defendant's Contributions to, the Parties' Joint Informal Discovery Conference Letter to the Court for the November 16, 2023 Informal Discovery Conference (filed on November 13, 2023)	4.30
Draft, and Review Defendant's Contributions to, the Parties' Joint Notice of Settlement (filed on November 16, 2023)	0.60

Draft, and Review Defendant's Contributions to, the Parties' Joint Stipulation to Vacate Trial and all Trial Related Deadlines of Settlement (filed on December 1, 2023)	0.60
Review the Court's Order granting the Parties' Joint Stipulation to Vacate Trial and all Trial Related Deadlines of Settlement (filed on December 6, 2023)	0.30
Review Court's Order: Notice of Department Relocation (served on January 9, 2024)	0.20
Draft Notice re January 9, 2024 Court's Order: Notice of Department Relocation (filed on January 16, 2024)	0.40
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed April 4, 2024)	0.60
Review Court's Tentative Ruling for April 19, 2024 Case Management Conference (filed on April 18, 2024)	0.20
Draft, Review, and /or Revise Joint Case Management Conference Report, Meet and Confer with Defendant's Counsel (filed June 5, 2024)	0.60
Review Court's Tentative Ruling for the June 21, 2024 Case Management Conference (filed on June 20, 2024)	0.20
Review Court's Minute Order for the June 21, 2024 Case Management Conference (filed on June 21, 2024)	0.20
Appearances	
Prepare for and Telephonically Attend Hearing: Case Management Conference (May 18, 2022)	1.10
Prepare for and Telephonically Attend Hearing: Case Management Conference (August 3, 2023)	1.10
Prepare for and Telephonically Attend Hearing: Case Management Conference (November 2, 2023)	1.10
Prepare for and Telephonically Attend Hearing: Case Management Conference (June 21, 2024)	1.00
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Maria Martinez (served on April 26, 2021)	0.20

Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Maria Martinez (served on May 24, 2021)	2.70
Review and Analyze Defendant's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Form Interrogatories – Employment (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on May 23, 2022)	2.90
Draft Letter to Plaintiff regarding Defendant's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Form Interrogatories – Employment (Set One), and Requests for Production of Documents (Set One) to Plaintiff (sent on May 24, 2022)	0.60
Review Plaintiff's communicated responses to Defendant's Form Interrogatories - General (Set One) (sent on July 7, 2022)	1.30
Draft Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on July 14, 2022)	5.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (September 1, 2021, Organizational Structure and Document Retention; September 2, 2021, Job Duties, Wage and Hour Policies) (served on July 14, 2022)	2.20
Draft Plaintiff's responses to Defendant's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Form Interrogatories – Employment (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on July 25, 2022)	5.40
Review and Analyze Defendant's Production of Documents (Set Two) to Plaintiff (served on September 23, 2022)	2.10
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on September 27, 2022)	6.20
Review and Analyze Defendant's Form Interrogatories - General (Set Two), Requests for Admission (Set One) and Requests for Production of Documents (Set One) to Plaintiff (served on October 6, 2022)	2.70

Draft Letter to Plaintiff regarding Defendant's Form Interrogatories - General (Set Two), Requests for Admission (Set One) and Requests for Production of Documents (Set One) to Plaintiff (sent on October 7, 2022)	0.60
Draft Plaintiff's Responses to Defendant's Production of Documents (Set Two), Form Interrogatories - General (Set Two) and Requests for Admission (Set One) to Plaintiff (served on November 7, 2022)	11.20
Review and Analyze Documents, Bates Thera0001 – Thera0500, Produced by Defendant which correspond to Defendant's responses to Plaintiff's Requests for Production of Documents (Set One) (served on December 21, 2022)	6.9
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on July 28, 2023)	2.40
Review and Analyze Defendant's Supplemental Responses to Plaintiff's Requests for Production of Documents (Set One) (served on October 26, 2023)	1.10
Identify Witnesses and Draft and Review 10 separate putative class member Deposition Subpoenas and accompanying Notices of Deposition of Defendant's putative class member (served on November 6, 2023)	4.60
Letters and Correspondence	
Review Materials and Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Maria Martinez for Penalties Under California Labor Code Section 2698, et seq. (served on July 13, 2021)	3.9
Meet and Confer, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	22.6
Review and Analyze Defendant's Meet and Confer Correspondence letter to Plaintiff re Plaintiff's Responses to Defendant's Production of Documents (Set Two), Form Interrogatories - General (Set Two) and Requests for Admission (Set One) to Plaintiff (sent on July 18, 2023)	1.40
Draft Meet and Confer Correspondence letter to Defendant re Defendant's Responses to Plaintiff's Form Interrogatories - General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (sent on January 10, 2023)	4.80

Mediation/Settlement	
Review and Analyze Mediation Data and Documents Produced by Defendant (served on December 21, 2022) • Employee Handbooks and Policies • Employment Forms and Agreements • Rate of Pay Charts • Job Descriptions (served on May 15, 2023) • Check Register Reports (served on August 3, 2023) • Wage Records and Earning Statements • Time Records (served on April 24, 2023) • Payroll Data Excel Sheet with Weekly Schedules, Time Records	13.00
Prepare for Conference Call, Conference Call with Defense Counsel and Mediator Hon. Raul Ramirez (Ret.), regarding the history of the action, confidential mediation productions, mediation briefing, procedures for exchanging information	4.20
Prepare for Mediation, Including Researching Settlement Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiffs' Mediation Brief, and Performing Damages Analysis/Calculations (submitted on June 5, 2023)	31.50
Attend Mediation Session via Zoom with Mediator Hon. Raul Ramirez (June 14, 2023)	7.50

Review and Analyze Documents, Bates Thera0501 – Thera0523, Produced by Defendant which comprise time and wage records and an organizational chart (served on August 3, 2023)	2.40
Draft, Review, Revise, Negotiate, and/or Finalize PAGA Settlement Agreement (executed on August 1, 2024)	10.50
Communicate with Administrators and Obtain Settlement Administration Price Quotes	1.20
Prepare for and Attend Hearing on Anticipated Motion for Court Approval of the PAGA Settlement (Anticipated)	3.00
Law and Motion	
Review Materials and Draft Motion for Court Approval of the PAGA Settlement, Declaration of Travis J. Maher in Support thereof, Declaration of Maria Martinez in Support thereof, and [Proposed] Order Granting Approval of PAGA Settlement (filed on September 18, 2024)	24.80
Total Hours:	254.20

Exhibit 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Martinez vs. Therapeutic Pathways, Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
4/26/2021	U.S. Postmaster	Postage	\$7.60
7/13/2021	U.S. Postmaster	Postage	\$7.50
7/13/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/17/2021	Legal Document Server, Inc.	Attorney Service	\$148.49
9/21/2021	Sacramento Superior Court	Complaint Filing Fee	\$435.00
10/22/2021	ProLegal	Attorney Service	\$150.50
12/10/2021	Legal Document Server, Inc.	Attorney Service	\$110.00
2/18/2022	Legal Document Server, Inc.	Attorney Service	\$67.13
2/18/2022	Sacramento Superior Court	Jury Fee	\$150.00
3/7/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
4/11/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
4/27/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
4/28/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
5/17/2022	Legal Document Server, Inc.	Attorney Service	\$187.50
5/17/2022	Sacramento Superior Court	Complex Filing Fee	\$1,000.00
5/27/2022	Legal Document Server, Inc.	Attorney Service	\$120.00
5/29/2022	General Logistics Systems US, Inc.	Courier Service	\$22.81
7/7/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
7/7/2022	FedEx Express	Courier Service	\$34.69
7/21/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
8/15/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
8/25/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
9/20/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
9/29/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
10/7/2022	General Logistics Systems US, Inc.	Courier Service	\$22.57
10/14/2022	FedEx Express	Courier Service	\$33.57
11/23/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
12/8/2022	Legal Document Server, Inc.	Attorney Service	\$125.00
1/23/2023	Legal Document Server, Inc.	Attorney Service	\$126.36
1/23/2023	Sacramento Superior Court	Stipulation & Order Fee	\$20.00
4/17/2023	ADR Services, Inc.	Mediation Fee	\$4,200.00
6/6/2023	General Logistics Systems US, Inc.	Courier Service	\$40.32
6/14/2023	Melissa LeBlanc	Travel Reimbursement	\$24.48
7/19/2023	Legal Document Server, Inc.	Attorney Service	\$85.00
10/18/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
10/18/2023	Legal Document Server, Inc.	Attorney Service	\$45.00
10/31/2023	Legal Document Server, Inc.	Attorney Service	\$45.00

LAWYERS for JUSTICE PC CASE COST DETAIL
Martinez vs. Therapeutic Pathways, Inc. (PAGA)

10/31/2023	Legal Document Server, Inc.	Attorney Service	\$146.39
10/31/2023	Sacramento Superior Court	Stipulation & Order Fee	\$20.00
11/7/2023	ProLegal	Attorney Service	\$2,942.20
11/13/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
11/13/2023	Legal Document Server, Inc.	Attorney Service	\$145.00
11/13/2023	Legal Document Server, Inc.	Attorney Service	\$45.00
11/15/2023	ADR Services, Inc.	Supplemental Mediation Fee	\$1,400.00
11/16/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
12/1/2023	Legal Document Server, Inc.	Attorney Service	\$45.00
12/1/2023	Legal Document Server, Inc.	Attorney Service	\$126.39
12/1/2023	Sacramento Superior Court	Stipulation & Order Fee	\$20.00
12/11/2023	Legal Document Server, Inc.	Attorney Service	\$125.00
4/5/2024	Legal Document Server, Inc.	Attorney Service	\$14.90
6/5/2024	Legal Document Server, Inc.	Attorney Service	\$14.90
Total:			<u>\$14,058.30</u>

Exhibit 5



Lina Sarkisian <lina@calljustice.com>

Thank you for your Other Response or Document Submission

1 message

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

Mon, Sep 16, 2024 at 12:23 PM

09/16/2024 12:23:09 PM

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

Item submitted: Other Response or Document Submission

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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