

1 **MAYALL HURLEY**
2 **A Professional Corporation**
3 **2453 Grand Canal Boulevard**
4 **Stockton, California 95207**
5 **Telephone (209) 477-3833**
6 **Facsimile (209) 473-4818**

7 **WILLIAM J. GORHAM III**
8 **CA State Bar No. 151773**
9 **VLADIMIR J. KOZINA**
10 **CA State Bar No. 284645**

11 **Attorneys for Plaintiff, David Clark**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF CONTRA COSTA – UNLIMITED JURISDICTION**

14 **DAVID CLARK,**

15 **Plaintiff,**

16 **vs.**

17 **CUATRO AMIGOS, INC., dba AJ**
18 **BONO PLUMBING; and DOES 1-100,**
19 **inclusive,**

20 **Defendants.**

21 **CASE NO: C22-00727**

22 **DECLARATION OF VLADIMIR J.**
23 **KOZINA IN SUPPORT OF MOTION TO**
24 **APPROVE PAGA SETTLEMENT**

25 **Date:**
26 **Time:**
27 **Dept.:**

1 I, Vladimir J. Kozina, declare:

2 1. I have personal knowledge of the matters set forth herein and, if called upon to
3 testify, could and would competently testify thereto.

4 2. I am counsel for Plaintiff, David Clark, who is the Plaintiff herein.

5 3. With this motion the Parties are seeking the court approval of the Parties' PAGA
6 settlement.

7 4. Plaintiff and Defendant conducted substantial formal and informal discovery,
8 which included a failed mediation with experienced mediator Russ Wunderli, Esq., exchange of
9 information and documents as well as the deposition of Plaintiff and of Defendant's two owners.
10 As the parties began to prepare for trial in this action, Plaintiff and Defendant re-engaged in arms-
11 length settlement negotiations which ultimately resulted in resolution of Plaintiff's claims in this
12 action, including the PAGA claim.

13 5. The terms of the PAGA settlement are set forth in **Exhibit 1**, which is a true and
14 correct copy of the Parties' proposed PAGA Settlement Agreement.

15 6. The Complaint, the First Amended Complaint, the Parties' proposed PAGA
16 Settlement Agreement and this motion have all been served upon the California Labor and
17 Workforce Development Agency. A true and correct copy of the confirmation email from the
18 LWDA of submission of the aforementioned documents is attached hereto as **Exhibit 2**.

19 7. Plaintiff Clark filed a notice with the Labor and Workforce Development Agency
20 ("LWDA"), on February 10, 2022. The LWDA Notice and complaint include potential PAGA
21 claims under Labor Code sections 201, 202, 226(a)(1)-(9), 226.3, 226.7, 226.8, 246(b)(1), 512,
22 and 2802. The PAGA period in this action commenced on February 18, 2021 ("PAGA Period").

23 8. It is my professional opinion that the settlement reached under the PAGA in this
24 matter is fair, reasonable, and just, and that the Court should approve of the proposed order. I have
25 reached that opinion based on the following:

26 a. The settlement seeks resolution of claims by Plaintiff under the PAGA
27 seeking civil penalties for alleged violations of Labor Code sections 201, 202, 226(a)(1)-
28

1 (9), 226.3, 226.7, 226.8, 246(b)(1), 512, and 2802 as to non-exempt, technician
2 employees of Defendant during the PAGA Period.

3 b. The PAGA claims are derived from the allegations that Plaintiff was
4 misclassified as an independent contractor; that he and other technicians were not
5 provided with compliant meal and rest breaks; that Plaintiff and other technicians either
6 did not receive wage statements at all (Plaintiff) or received noncompliant wage
7 statements that failed to state, among other things, total hours worked during the pay
8 period (other technicians); that Defendant did not provide Plaintiff or other technicians
9 with paid sick leave as required by law, that Defendant did not pay Plaintiff all wages
10 owed within 72 hours of his resignation, and that Defendant required employees to bear
11 expenses that as a matter of law had to be paid for by Defendant.

12 c. After investigation of the claims through formal and informal discovery,
13 including three depositions, and through the failed mediation with Russ Wunderli, Esq.,
14 I learned the following:

15 i. The pool of Aggrieved Employees totals 6, and the PAGA Period
16 covers approximately 222 total pay periods.

17 ii. Plaintiff was the only Aggrieved Employee who was classified as an
18 independent contractor.

19 iii. Defendant's technicians were paid solely by commission, but were
20 largely able to have a reasonable opportunity to take meal and rest breaks given two-
21 hour arrival windows for their appointments.

22 iv. Through substantial discovery, Plaintiff determined that he was the
23 only technician who Defendant chose to classify as an independent contractor, rather
24 than as an employee. Accordingly, the maximum civil penalty that Defendant could
25 have faced as a result of its alleged misclassification of Plaintiff was \$15,000. Lab.
26 Code § 226.8 (penalty is \$5,000 to \$15,000 for single violation).
27
28

1 v. Based on the data provided to Plaintiff in discovery, Plaintiff
2 determined that he was the only former employee during the PAGA period. The
3 maximum value of this claim is therefore \$100.

4 vi. Assuming the Aggrieved Employees suffered at least one meal
5 period and at least one rest period violation in each pay period during the PAGA
6 period (222 pay periods), the maximum value of these claims is \$11,100 on the meal
7 period claims and another \$11,100 on the rest period claims.

8 vii. Plaintiff's employment with Defendant ended in January 2022, and
9 his employment overlapped with approximately 22 pay periods. Defendant's other
10 technicians, though they had been furnished with wage statements, the wage
11 statements failed to state, among other things, the number of hours worked during
12 the applicable pay period in violation of Labor Code section 226(a)(2). The
13 maximum value of these violations would be \$25,500, assuming the court follows
14 the trend at law that the 226.3 penalty of \$250 only applies to the failure to provide
15 any wage statement, as opposed to an inaccurate wage statement. *See Gunther v.*
16 *Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 355.

17 viii. The maximum value of the Labor Code section 2802 claim for failure
18 to reimburse expenses would be \$22,200 based on a \$100 per pay period per
19 employee penalty under Labor Code § 2699(f).

20 ix. The sick leave claims have a maximum aggregate penalty cap of
21 \$4,000 per employee per Labor Code section 248.5. Accordingly, the maximum
22 penalty amount awardable for this claim would be \$24,000 (\$4,000 x 6).

23 d. Consequently, I believe the maximum value of the PAGA claims to be \$109,000.

24 9. For these reasons, and accounting for Defendant's available defenses and the
25 Court's discretion to reduce PAGA penalties overall, and compared to similar PAGA settlements
26
27
28

1 that have been approved by California courts, Plaintiff concluded the \$20,000.00 PAGA settlement,
2 which represents about 18.3 percent of my assessment of maximum value is fair and just.

3 **Attorneys' Fees and Costs**

4 10. Mayall Hurley keeps contemporaneous, computerized records of hours worked by
5 attorneys as well as of the costs incurred on each matter. Attached hereto as **Exhibit 3** is a true
6 and correct copy of our records relating to the time spent and costs incurred by counsel in this
7 matter. As evidenced by Exhibit 3, counsel spent in excess of 160 hours in the prosecution of this
8 matter, both with respect to Plaintiff's individual wage and hour claims and the PAGA
9 component of this action, which were closely intertwined. Plaintiff's request for one third of the
10 PAGA settlement amount, totaling \$6,666.67, in fees, is clearly reasonable in light of the amount
11 of effort put into prosecuting this matter on behalf of the LWDA.

12 11. As also detailed in Exhibit 3, Plaintiff incurred \$6,526.65 in costs in connection
13 with prosecuting this action, which consisted of filing fees, deposition costs, mediation fees, and
14 costs of service, all of which were necessary and reasonable. Plaintiff requests reimbursement of
15 less than half this amount (\$3,000.00) in connection with the PAGA settlement, which I believe
16 to be reasonable and appropriate.

17 **Experience of Counsel**

18 12. I, Vladimir J. Kozina, obtained a B.S. degree in Molecular Biology from the
19 University of California, San Diego in 2001. I obtained an M.S. degree from the University of
20 the Pacific in Biological Sciences in 2005. I attended the Laurence Drivon School of Law from
21 2008 through 2012, graduating as Valedictorian. I was admitted to practice in California in 2012
22 and joined Mayall Hurley, P.C. that same year. I became a shareholder in 2020. I have been
23 selected as a "Rising Star" by Super Lawyers Magazine for 2021 and 2022.

24 13. The vast majority of my practice is devoted to plaintiff's employment matters,
25 including employment discrimination and wage-and-hour actions. My practice also includes
26 employment defense, personal injury, and contract actions. I have substantial involvement in
27
28

1 complex litigation like the instant case, and have worked on or am currently working on several
2 wage and hour class action cases with Mayall Hurley, P.C.

3 14. I have also been certified as class counsel, class action and PAGA matters that have
4 been handled by Mayall Hurley, P.C. over the past several years. For instance, Mayall Hurley P.C.
5 has been approved as class counsel in numerous cases, including:

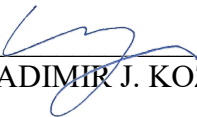
- 6 a. *Markson, et al. v. CRST International, Inc, et al.*, Eastern District of California
7 Case No. 5:17-cv-01261-VAP-SP;
- 8 b. *Jacques v. Mike's Mobile, Inc.*, San Joaquin County Superior Court Case No.
9 STK-CV-UOE-2022-2329;
- 10 c. *Schmeirer v. Arc Document Solutions, LLC*, San Joaquin County Superior Court
11 Case No. STK-CV-UOE-2019-2008;
- 12 d. *Starr, et al. v. Schell and Kampeter, Inc.*, San Joaquin County Superior Court Case
13 No. STK-CV-UOE-2021-4585;
- 14 e. *Maldonado, et al. v. Wine & Roses, LLC*, San Joaquin County Superior Court Case
15 No. STK-CV-UOE-2019-2629;
- 16 f. *Flores v. Dart Container Corp., et al*, Eastern District of California Case No. 2:19-
17 cv-00083-WBS-EFB;
- 18 g. *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin County Superior Court Case
19 No. STK-CV-UOE-2019-6065;
- 20 h. *Arata v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No.
21 STK-CV-UOE-2020-1774;
- 22 i. *Modica v. Iron Mountain Information Management Svcs., Inc.*, United States
23 District Court, Eastern District of California Case No. 2:19-cv-00370-TLN-JDP;
- 24 j. *Magee v. Thyssenkrupp Materials, N.A., et al.*, Alameda County Superior Court
25 Case No. RG19027231;
- 26
- 27
- 28

- 1 k. *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego County Superior Court
2 Case No. 37-2018-00004296-CU-OE-CTL;
- 3 l. *Pacheco v. Bushfire Grill, Inc., et al*, United States District Court, Southern
4 District of California, Case No. 3:18-cv-01696-JAH-WVG;
- 5 m. *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States District Court,
6 Eastern District of California, Case No. 1:17-cv-00853-DAD-EPG;
- 7 n. *Fernando and Kalaveras v. Burroughs, Inc.*, Alameda County Superior Court,
8 Case No. RG18906875;
- 9 o. *Mansur v. Owens-Brockway Glass Container, Inc.*, San Joaquin County Superior
10 Court, Case No. STK-CV-UOW-2018-14631;
- 11 p. *Alderson v. Alameda County Agricultural Fair Association*, Alameda County
12 Superior Court, Case No. RG18912654;
- 13 q. *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No.
14 FCS051650;
- 15 r. *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San
16 Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476;
- 17 s. *Escalera v. La Tapatia Mexican Market, Inc.*, San Joaquin County Superior Court,
18 Case No., ST-CV-UOE-2017-5296;
- 19 t. *Garcia, et al. v. HMS Host USA, Inc.*, United States District Court, Northern
20 District of California, Case No. 17-cv-03069-RS;
- 21 u. *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court,
22 Case No. 34-2017-00217486;
- 23 v. *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case
24 No. STK-CV-UOE-2017-13867;
- 25 w. *Kumar v. Forty Niners Stadium Management Company*, Santa Clara County
26 Superior Court, Case No. 17CV3121427;
- 27
28

- 1 x. *Gast v. Flooring Liquidators, Inc.*, Stanislaus County Superior Court, Case No.
2 2026223;
- 3 y. *Russell v. KeHe Distributors, Inc.*, United States District Court, Eastern District of
4 California, Case No. 2:17-at-00592;
- 5 z. *Smith v. Wal-Mart Stores, Inc. et al.*, United States District Court, Northern
6 District of California, Case No. 3:16-cv-02832-JD;
- 7 aa. *Titus v. The Martin-Brower, LLC*, United States District Court, Eastern District of
8 California, Case No. 2:17-cv-00558-JAM-GGH;
- 9 bb. *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County
10 Superior Court Case No. CV16-1215;
- 11 cc. *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States
12 District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN;
- 13 dd. *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United States District Court,
14 Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN;
- 15 ee. *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court,
16 Central District of California, Case No. SACV 15-01618-CJC(DFMx);
- 17 ff. *Stevens v. Suncrest Solar, Inc.*, Fresno County Superior Court, Case No.
18 16CECG03355;
- 19 gg. *Cardoza v. Blazona Concrete Construction, Inc.*, Alameda County Superior Court
20 Case No. RG17866256;
- 21 hh. *Maasrani v. Waterton Hospitality Management*, San Mateo County Superior
22 Court, Case No. 17CIV05470;
- 23 ii. *Huynh v. Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case
24 No. 2022325;
- 25 jj. *Moser v. O'Connor Woods Housing Corporation*, San Joaquin County Superior
26 Court, Case No. STK-CV-UOE-2014-0009861;
- 27
28

1 kk. *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County
2 Superior Court, Case No. 16cv297447;
3
4 ll. *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court,
5 Case No. BC592580;
6
7 mm. *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*, United States District
8 Court, Eastern District of California, Case No. 1-16-cv-00066-SKO;
9
10 nn. *Clark v. Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-
11 UOE-2016-6457;
12
13 oo. *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No.
14 FCS046149;
15
16 pp. *Taylor v. Meadowbrook Meat Company, Inc.*, United States District Court,
17 Northern District of California, Case No. 3:15-cv-00132-LB;
18
19 qq. *Perez et al. v. Abbate Family Farms Limited Partnership et al.*, San Joaquin
20 County Superior Court, Case No. 39-2012-00288653-CU-OE-STK
21
22 rr. *Bice v. Vensure HR, Inc., et al.*, San Joaquin County Superior Court, Case No.
23 STK-CV-UOE-2016-1264.
24

25 I declare the foregoing is true and correct under penalty of perjury under the laws of the State
26 of California. Executed this 10th day of May, 2024, in Lodi, California.
27

28


VLADIMIR J. KOZINA

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("PAGA Agreement") is made by and between plaintiff David Clark ("Clark" or "Plaintiff") and Cuatro Amigos, Inc. dba AJ Bono Plumbing ("Cuatro Amigos" or "Defendant"). The PAGA Agreement refers to the Plaintiff and Defendant collectively as "Parties." The Parties agree that this PAGA Agreement will be submitted to the Labor and Workforce Development Agency at the same time that it is submitted to the Court.

1 DEFINITIONS.

- 1.1 "Action" means the Plaintiff's lawsuit alleging individual wage and hour violations against Defendant captioned *David Clark v. Cuatro Amigos, Inc., et al*, Contra Costa County Superior Court, C22-00727, filed on March 21, 2022, for which a First Amended Complaint was filed on April 25, 2022, to add a PAGA cause of action.
- 1.2 "Aggrieved Employee" means all technicians employed by Defendant in California who worked for Defendant during the PAGA Period.
- 1.3 "Approval Order" means the proposed Court Order Granting Approval of PAGA Agreement.
- 1.4 "Court" means the Superior Court of California, County of Contra Costa.
- 1.5 "Defense Counsel" means:

Michael D. Maloney (State Bar No. 208297)
mmaloney@tedgreenelaw.com
GREENE & MALONEY, P.C.
1912 F Street, Suite 110
Sacramento, California 95811
Tel: (916) 442-6400
- 1.6 "Effective Date" means the date by when the Court enters an Order Approving the PAGA Settlement.
- 1.7 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.
- 1.8 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.9 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.10 "PAGA Counsel" means the attorneys representing the Plaintiff in the Action:

MAYALL HURLEY P.C.
WILLIAM J. GORHAM (SBN: 151773)
wgorham@mayallaw.com
VLADIMIR J. KOZINA (SBN: 284645)
vjkozina@mayallaw.com
112 S. Church Street
Lodi, California 95240
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

- 1.11 "PAGA Period" means the period from February 18, 2021, to the date this PAGA Agreement is fully executed.
- 1.12 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.13 "PAGA Counsel Attorney's Fees" means one-third of the total PAGA settlement, or \$6,666.67.
- 1.14 "PAGA Notice" means Plaintiff Clark's February 10, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.15 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the PAGA Settlement Amount, after deduction of reasonable costs, allocated 25% to the Aggrieved Employees and 75% to the LWDA.
- 1.16 "PAGA Settlement Amount" means \$20,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Attorney's Fees, and PAGA Counsel's reasonable declared costs of up to \$3,000.00.
- 1.17 "Plaintiff" means David Clark, the Plaintiff in the Action.
- 1.18 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.19 "Released Parties" means: Defendant Cuatro Amigos, Inc. dba AJ Bono Plumbing and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, related entities, subsidiaries, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, stockholders, owners, partners, members, managers, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, servants, representatives, accountants, auditors, consultants, insurers, reinsurers, and current and former employees.

- 1.20 "Settlement" means the disposition of the Action effected by this PAGA Agreement and the Judgment.

2 RECITALS.

- 2.1 On February 10, 2022, Clark filed a notice with the California Labor and Workforce Development Agency ("LWDA"), and served a copy on Defendant, alleging misclassification, failure to furnish/furnish accurate wage statements, failure to furnish meal and rest breaks, failure to pay sick pay, failure to pay wages due at cessation of employment, and failure to reimburse business expenses, all in violation of Labor Code sections 201, 202, 226(a)(1)-(9), 226.7, 246(b)(1), 512, 2802, and applicable IWC Wage Orders..
- 2.2 On March 21, 2022, Clark filed a Complaint in Contra Costa County Superior Court, case No. C22-00727 (the "Action") alleging individual claims for: 1) minimum wage violations; 2) overtime pay violations; 3) failure to pay wages due at cessation of employment; 4) failure to furnish wage statements; 5) failure to reimburse business expenses; 6) failure to furnish meal and rest breaks; 7) unpaid wages; and 8) failure to provide payroll and personnel records. Pursuant to Labor Code section 2699.3, Plaintiff gave timely written notice to YD Window and the LWDA by sending the PAGA Notice.
- 2.3 On April 25, 2022, Plaintiff filed a First Amended Complaint, adding a Ninth Cause of Action under the PAGA. Plaintiff's First Amended Complaint is the operative complaint in the Action.
- 2.4 After substantial formal discovery, including depositions of Plaintiff and Defendant's owners, exchange of all documents relating to policies and pay for Plaintiff and alleged Aggrieved Employees during the PAGA Period, and substantial contentious litigation, the Parties have reached a proposed settlement. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's PAGA claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of another pending matter or action asserting claims that would be extinguished or affected by the Settlement.

3 MONETARY TERMS.

- 3.1 PAGA Settlement Amount. Except as otherwise provided by Paragraph 9 below, Cuatro Amigos promises to pay \$20,000.00 as the PAGA Settlement Amount. Cuatro Amigos has no obligation to pay the PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. Cuatro Amigos will disburse the entire PAGA Settlement Amount without asking or requiring

Aggrieved Employees to submit any claim as a condition of payment. None of the PAGA Settlement Amount will revert to Cuatro Amigos.

- 3.2 Payments from the Gross Settlement Amount. Cuatro Amigos will make and deduct the following payments from the PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: \$6,666.67 to be paid to "Mayall Hurley, P.C." for reasonable attorneys' fees, as well as up to \$3,000.00 in costs incurred in prosecuting the PAGA claims in the Action.

3.2.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,333.33 to be paid from the PAGA Settlement Amount of \$20,000.00, with 75% (\$7,750.00) allocated to the LWDA PAGA Payment and 25% (\$2,583.33), allocated to the Individual PAGA Payments.

3.2.2.1 Cuatro Amigos will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of pay periods worked during the PAGA Period by all Aggrieved Employees and (b) multiplying the result by each individual Aggrieved Employee's pay periods worked during the PAGA Period. The Parties agree that the Individual PAGA Payment distributed to Aggrieved Employees will be considered civil penalties and interest, and will be, if required, reported as such to Aggrieved Employees on IRS Forms 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4 SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimated there are 6 Aggrieved Employees who worked approximately 222 pay periods in the PAGA period.
- 4.2 Funding of PAGA Settlement Amount. Cuatro Amigos shall fully pay the PAGA Settlement Amount no later than six months after the Court approves this PAGA Agreement.
- 4.3 Payments from the PAGA Settlement Amount. Within the deadline set forth in Paragraph 4.2, Cuatro Amigos will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, and for attorney fees and costs.
- 4.3.1 Cuatro Amigos will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall

prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Cuatro Amigos will include with each Individual PAGA Payment check a Notice of PAGA Settlement and Release of Claims, a copy of which will first be submitted to the Court for approval along with the Parties' Stipulation or, if required by the Court Motion for Settlement Approval as further discussed in Paragraph 6, informing the recipient of the scope of the released claims, and as to the recipient's responsibility, for any taxes payable on the amount received. The Notice of PAGA Settlement and Release of Claims shall be substantially in the form attached as Exhibit A to this Settlement Agreement.

4.3.2 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, Cuatro Amigos shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.3 The payment of Individual PAGA Payments shall not obligate Cuatro Amigos to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 RELEASES OF CLAIMS. Effective on the date when Cuatro Amigos fully funds the entire PAGA Settlement Amount, Plaintiff, on his own behalf and on behalf of the LWDA and all Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff releases and discharges Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the First Amended Complaint and the PAGA Notice ("Plaintiff's Release"), including, but not limited to, the following:

(a) Any claims for unpaid wages (including minimum, regular, and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, non-compliant recordkeeping, unpaid commissions and bonuses, unpaid vacation, failure to pay sick leave, failure to pay meal or rest period premiums, failure to pay the regular rate of pay, failure to for accrued vacation time, unlawful deduction of wage, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the Fair Labor Standards Act, the California Labor Code, California Industrial Welfare Commission Wage Orders, Prevailing Wage

Determinations made by the Director of Industrial Relations, and corresponding California Code of Regulations;

(b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages.

(c) Any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, Prevailing Wage Determinations made by the Director of Industrial Relations, corresponding California Code of Regulations, and the California Business and Professions Code

Plaintiff's Release does not extend to any claims or actions to enforce this PAGA Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, 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.

5.2 Release by Aggrieved Employees:

Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA in this Action, agrees to release, and all Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint, and the PAGA Notice.

6 **STIPULATION, MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and for Plaintiff to file a stipulation, or if the Court so requires, a Motion (*ex parte* or noticed) for approval of this PAGA Agreement.

6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) no earlier than seven (7) calendar days prior to the date Plaintiff intends to file said documents.

6.2 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this PAGA Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the PAGA Agreement and otherwise satisfy the Court's concerns.

7 **SETTLEMENT ADMINISTRATION.**

7.1 **Defendant to Administer Settlement.** Given the very small number of Aggrieved Employees (6), the Parties agree that retention and payment of a third-party settlement administrator would not be economical. Defendant agrees to administer the PAGA settlement according to its terms herein.

7.2 **Administrator Duties.** Defendant has a duty to perform or observe all tasks to be performed or observed by Defendant contained in this Agreement or otherwise.

8 **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that pursuant to California Code of Civil Procedure § 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this PAGA Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 **Waiver of Right to Appeal.** Provided the Approval Order is consistent with the terms and conditions of this PAGA Agreement or any executed addendum thereto, the Parties, their respective counsel waive all rights to appeal from the Approval Order, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Approval Order becomes

final, except as to matters that do not affect the amount of the PAGA Settlement Amount.

9 ADDITIONAL PROVISIONS.

- 9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. This PAGA Agreement will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this PAGA Agreement).
- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this PAGA Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this PAGA Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this PAGA Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the PAGA Settlement by, among other things, modifying the PAGA Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. Aside from the PAGA Settlement Amount, In the event the Parties are unable to agree upon the form or content of any document necessary to implement the PAGA Settlement, or on any modification of the PAGA Agreement that may become necessary to implement the PAGA Settlement, the Parties will continue to meet and confer to see if an agreement can be reached.
- 9.5 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.

- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense 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.
- 9.7 Modification of Agreement. This PAGA Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This PAGA Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this PAGA Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this PAGA Agreement. This PAGA Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this PAGA Agreement relating to the confidentiality of information shall survive the execution of this PAGA Agreement.
- 9.12 Headings. The descriptive heading of any section or paragraph of this PAGA Agreement is inserted for convenience of reference only and does not constitute a part of this PAGA Agreement.
- 9.13 Calendar Days. Unless otherwise noted, all reference to “days” in this PAGA Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.14 Notice. All notices, demands or other communications between the Parties in connection with this PAGA Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MAYALL HURLEY P.C.
William J. Gorham, III (SBN: 151773)
wgorham@mayallaw.com
Vladimir J. Kozina (SBN: 284645)
vjkozina@mayallaw.com

112 S. Church Street
Lodi, California 95240
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

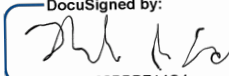
To Defendant:

Michael D. Maloney (State Bar No. 208297)
mmaloney@tedgreenelaw.com
GREENE & MALONEY, P.C.
1912 F Street, Suite 110
Sacramento, California 95811
Tel: (916) 442-6400

9.15 Execution in Counterparts. This PAGA Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this PAGA Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this PAGA Agreement.

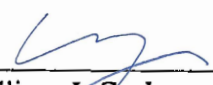
9.16 Stay of Litigation. The Parties agree that upon the execution of this PAGA Agreement the litigation shall be stayed, except to effectuate the terms of this PAGA Agreement. The Parties further agree that upon the signing of this PAGA Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

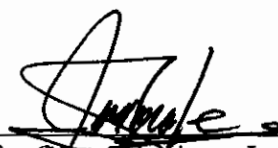
David Clark

DocuSigned by:

D5A6382BBD714C4...

5/3/2024

MAYALL HURLEY P.C.


William J. Gorham, III
Vladimir J. Kozina
Counsel for Plaintiff


for C.A. Amigos, Inc.

GREENE & MALONEY, P.C.

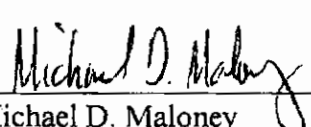

Michael D. Maloney
Counsel for Defendant

EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Dear Current or Former Employee of Cuatro Amigos, Inc. dba AJ Bono Plumbing.

You have received this notice because Cuatro Amigos, Inc. dba AJ Bono Plumbing's ("Cuatro Amigos") records indicate that you have worked for Cuatro Amigos at some time between February 18, 2021, to [DATE OF EXECUTION OF PAGA AGREEMENT] ("the PAGA Period"). The parties to the lawsuit titled *David Clark v. Cuatro Amigos, Inc., et al.* Contra Costa County Superior Court, Case No. C22-00727 (the "Action"), have reached a settlement of claims asserted in the Action under the Labor Code Private Attorneys General Act of 2004.

Cuatro Amigos strongly disputes Plaintiff's allegations in the Action and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Cuatro Amigos, on its behalf and on behalf of all Released Parties, agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all Aggrieved Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between February 18, 2021, through [DATE OF EXECUTION OF PAGA AGREEMENT] ("PAGA Period"), that were asserted in the Action or that could have been asserted based on the facts alleged in the Action, and Plaintiff's PAGA Notice, specifically claims for civil penalties for alleged violations of Labor Code sections 201, 202, 226(a), 226.7, 226.8, 246(b)(1), 512, 2802, and the applicable IWC Wage Order(s). This settlement only affects claims for civil penalties pursuant to PAGA, and not any individual, non-PAGA claims you may have.

The Released Parties are Cuatro Amigos, Inc. and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Cuatro Amigos' records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. You will not be retaliated against for cashing your check. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous

income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

The Net Settlement Amount of the PAGA penalties, after approved attorney fees and costs, is \$XXXXXXX. Under the PAGA statutes, penalties are divided between the State of California and PAGA employees, with the State receiving 75% of the penalties. The Labor and Workforce Development Agency of California shall receive \$XXXXXX and the Aggrieved Employees shall receive total of \$XXXXXX distributed on a pro-rata basis based on the respective number of pay periods during which an Aggrieved Employee worked for Cuatro Amigos during the PAGA Period.

Regardless of what you do with the settlement check, you will be bound by the release described above.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

Exhibit 2

Exhibit 3

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

Voice (209) 477-3833
Facsimile (209) 473-4818

2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

Tax ID No. 94-2190545

May 6, 2024

Invoice Number 0

DAVID CLARK
3022 CHICKPEA COURT
ANTIOCH, CA 94509

In the matter of: CLARK V. AJ BONO PLUMBING - CONTINGENCY
Our file number: GOR 20403

For Professional Services Rendered

WJG	02/10/2022		8.10	8.10	400.00	3,240.00
02/10/2022	WJG	Review file; research law, prepare PAGA notice of labor code violations.		8.10		\$3,240.00
WJG	03/01/2022		1.80	1.80	400.00	720.00
03/01/2022	WJG	Review file materials; conference with client regarding proposed causes of action.		1.80		\$720.00
WJG	03/02/2022		6.50	6.50	400.00	2,600.00
03/02/2022	WJG	Prepare complaint.		6.50		\$2,600.00
WJG	04/22/2022		4.30	4.30	400.00	1,720.00
04/22/2022	WJG	Prepare first amended complaint to include PAGA allegations/claims.		4.30		\$1,720.00
WJG	07/27/2022		0.50	0.50	400.00	200.00
07/27/2022	WJG	Review answer to complaint and first amended complaint		0.50		\$200.00
WJG	07/27/2022		0.22	0.22	400.00	88.00
07/27/2022	WJG	Prepare special interrogatories, set one.		0.22		\$88.00
WJG	07/27/2022		0.30	0.30	400.00	120.00
07/27/2022	WJG	Prepare form interrogatories, set one.		0.30		\$120.00
WJG	07/27/2022		3.80	3.80	400.00	1,520.00
07/27/2022	WJG	Prepare detailed requests for production of documents, set one.		3.80		\$1,520.00
WJG	08/01/2022		1.70	1.70	400.00	680.00
08/01/2022	WJG	Review file and status of discovery; prepare case management statement, and demand for jury trial.		1.70		\$680.00
WJG	08/17/2022		1.00	1.00	400.00	400.00
08/17/2022	WJG	Prepare for and appear at case management conference.		1.00		\$400.00
WJG	08/17/2022		0.40	0.40	400.00	160.00
08/17/2022	WJG	Prepare list of proposed mediators; email to Clark's counsel re same.		0.40		\$160.00
WJG	09/23/2022		2.10	2.10	400.00	840.00
09/23/2022	WJG	Review discovery responses, prepare meet and confer correspondence.		2.10		\$840.00

WJG	12/29/2022	9.20	9.20	400.00	3,680.00
12/29/2022	WJG	Prepare mediation brief with exhibits.	9.20		\$3,680.00
WJG	01/05/2023	1.50	1.50	400.00	600.00
01/05/2023	WJG	Conference with client to prepare for mediation.	1.50		\$600.00
WJG	01/06/2023	7.70	7.70	400.00	3,080.00
01/06/2023	WJG	Prepare for and attend mediation.	7.70		\$3,080.00
WJG	01/09/2023	0.70	0.70	400.00	280.00
01/09/2023	WJG	Meet and confer correspondence.	0.70		\$280.00
WJG	01/25/2023	0.20	0.20	500.00	100.00
01/25/2023	WJG	Review Defendant's CMC statement.	0.20		\$100.00
WJG	01/25/2023	0.80	0.80	500.00	400.00
01/25/2023	WJG	Prepare CMC statement.	0.80		\$400.00
VJK	01/25/2023	1.30	1.30	400.00	520.00
01/25/2023	VJK	Analysis of PAGA liability	1.30		\$520.00
WJG	02/10/2023	1.80	1.80	400.00	720.00
02/10/2023	WJG	Attend CMC; conference with client re no trial date yet.	1.80		\$720.00
VJK	02/10/2023	1.20	1.20	400.00	480.00
02/10/2023	VJK	Review/analyze file, develop further litigation strategy, conference with WJG re same	1.20		\$480.00
WJG	02/21/2023	2.10	2.10	400.00	840.00
02/21/2023	WJG	Conference with client; email to client; research re assets of Defendant.	2.10		\$840.00
VJK	02/23/2023	4.30	4.30	400.00	1,720.00
02/23/2023	VJK	Review file to identify required additional discovery; Draft additional discovery to defendant re PAGA and individual claims	4.30		\$1,720.00
WJG	02/24/2023	1.30	1.30	400.00	520.00
02/24/2023	WJG	Review and edit discovery to Quatro Amigos.	1.30		\$520.00
VJK	02/24/2023	1.20	1.20	400.00	480.00
02/24/2023	VJK	Draft/revise additional discovery to defendant	1.20		\$480.00
VJK	03/23/2023	0.20	0.20	400.00	80.00
03/23/2023	VJK	Receive/respond correspondence from defense counsel	0.20		\$80.00
VJK	03/31/2023	0.80	0.80	400.00	320.00
03/31/2023	VJK	Receive/review discovery responses from defendant; conference with WJG re same	0.80		\$320.00
WJG	04/03/2023	1.80	1.80	400.00	720.00
04/03/2023	WJG	Review discovery responses; conference with client re same.	1.80		\$720.00
VJK	05/01/2023	4.70	4.70	400.00	1,880.00
05/01/2023	VJK	Draft responses to discovery from defendant	4.70		\$1,880.00
VJK	05/03/2023	2.30	2.30	400.00	920.00
05/03/2023	VJK	Draft/revise Plaintiff's responses to discovery	2.30		\$920.00
VJK	05/04/2023	6.20	6.20	400.00	2,480.00
05/04/2023	VJK	Draft/revise plaintiff's discovery responses	6.20		\$2,480.00
VJK	05/05/2023	2.30	2.30	400.00	920.00
05/05/2023	VJK	Draft/revise plaintiff's discovery responses; research Yelp/Google reviews of company for work involving client	2.30		\$920.00
VJK	05/08/2023	4.80	4.80	400.00	1,920.00
05/08/2023	VJK	Draft/revise discovery responses	4.80		\$1,920.00

VJK	05/09/2023	0.80	0.80	400.00	320.00
05/09/2023	VJK	Finalize discovery responses	0.80	\$320.00	
VJK	05/11/2023	0.30	0.30	400.00	120.00
05/11/2023	VJK	Receive/review meet/confer letter from defense counsel	0.30	\$120.00	
VJK	05/16/2023	1.80	1.80	400.00	720.00
05/16/2023	VJK	Draft response to meet/confer letter from defense counsel	1.80	\$720.00	
VJK	05/16/2023	0.50	0.50	400.00	200.00
05/16/2023	VJK	Draft deposition notices	0.50	\$200.00	
VJK	05/16/2023	1.20	1.20	400.00	480.00
05/16/2023	VJK	Draft amended discovery responses	1.20	\$480.00	
VJK	05/16/2023	0.10	0.10	400.00	40.00
05/16/2023	VJK	Receive/review correspondence from defense counsel	0.10	\$40.00	
VJK	05/18/2023	0.20	0.20	400.00	80.00
05/18/2023	VJK	Correspondence with client	0.20	\$80.00	
VJK	05/19/2023	0.30	0.30	400.00	120.00
05/19/2023	VJK	Multiple correspondence with client	0.30	\$120.00	
VJK	05/26/2023	0.40	0.40	400.00	160.00
05/26/2023	VJK	Multiple correspondence with defense counsel re meet/confer	0.40	\$160.00	
VJK	06/02/2023	0.20	0.20	400.00	80.00
06/02/2023	VJK	Correspondence with client re deposition	0.20	\$80.00	
VJK	06/13/2023	0.30	0.30	400.00	120.00
06/13/2023	VJK	Draft CMC Statement	0.30	\$120.00	
VJK	06/19/2023	7.40	7.40	400.00	2,960.00
06/19/2023	VJK	Prepare for deposition of defense witness Freddy Montes	7.40	\$2,960.00	
VJK	06/20/2023	3.10	3.10	400.00	1,240.00
06/20/2023	VJK	Prepare for deposition of defense witness Jimmy Rodas	3.10	\$1,240.00	
VJK	06/20/2023	5.10	5.10	400.00	2,040.00
06/20/2023	VJK	Depose defense witness Freddy Montes	5.10	\$2,040.00	
VJK	06/21/2023	2.80	2.80	400.00	1,120.00
06/21/2023	VJK	Depose defense witness Jimmy Rodas	2.80	\$1,120.00	
JPB	06/28/2023	2.20	2.20	400.00	880.00
06/28/2023	JPB	Emails with VJK re trial setting conference. Prepare for and appear for trial setting conference. Further emails with VJK and WJG re calendaring. Brief research re impact of party's failure to timely post jury fees.	2.20	\$880.00	
VJK	07/05/2023	0.20	0.20	400.00	80.00
07/05/2023	VJK	Phone call to client/email to client re deposition	0.20	\$80.00	
VJK	07/05/2023	0.60	0.60	400.00	240.00
07/05/2023	VJK	Pre-deposition meeting with client	0.60	\$240.00	
VJK	07/10/2023	3.80	3.80	400.00	1,520.00
07/10/2023	VJK	Prepare for and defend client deposition	3.80	\$1,520.00	
VJK	08/09/2023	1.60	1.60	400.00	640.00
08/09/2023	VJK	Review file and discovery to date to develop plan re required additional discovery to be conducted pre-trial	1.60	\$640.00	
VJK	08/10/2023	0.50	0.50	400.00	200.00
08/10/2023	VJK	Phone conference with client in re case status and litigation strategy	0.50	\$200.00	

VJK	08/10/2023	0.70	0.70	400.00	280.00
08/10/2023	VJK	Review file and prepare supplemental discovery requests to defendant		0.70	\$280.00
VJK	10/16/2023	0.40	0.40	400.00	160.00
10/16/2023	VJK	Receive/review additional documents from client re unlawful deductions		0.40	\$160.00
VJK	11/17/2023	0.40	0.40	400.00	160.00
11/17/2023	VJK	Receive/review additional documents from client		0.40	\$160.00
WJG	01/18/2024	1.10	1.10	400.00	440.00
01/18/2024	WJG	Trial prep: review status of discovery re need for final discovery pre-trial.		1.10	\$440.00
VJK	01/22/2024	2.10	2.10	400.00	840.00
01/22/2024	VJK	Draft further discovery requests		2.10	\$840.00
VJK	01/23/2024	4.10	4.10	400.00	1,640.00
01/23/2024	VJK	Draft/revise additional discovery requests to defendant in preparation for trial		4.10	\$1,640.00
VJK	01/24/2024	2.80	2.80	400.00	1,120.00
01/24/2024	VJK	Finalize additional discovery to defendant		2.80	\$1,120.00
WJG	01/25/2024	0.60	0.60	400.00	240.00
01/25/2024	WJG	Review discovery responses re authentication issues of various documents.		0.60	\$240.00
VJK	02/20/2024	0.20	0.20	400.00	80.00
02/20/2024	VJK	Correspondence with defense counsel		0.20	\$80.00
VJK	02/27/2024	0.20	0.20	400.00	80.00
02/27/2024	VJK	Receive/respond correspondence from defense counsel		0.20	\$80.00
VJK	02/29/2024	0.30	0.30	400.00	120.00
02/29/2024	VJK	Draft expert demand		0.30	\$120.00
WJG	03/01/2024	4.10	4.10	400.00	1,640.00
03/01/2024	WJG	Review of all evidence re pre-trial evidence matrix.		4.10	\$1,640.00
VJK	03/06/2024	0.30	0.30	400.00	120.00
03/06/2024	VJK	Phone call with defense counsel		0.30	\$120.00
VJK	03/06/2024	0.60	0.60	400.00	240.00
03/06/2024	VJK	Research re effect on trial date of motion to be relieved		0.60	\$240.00
VJK	03/11/2024	2.90	2.90	400.00	1,160.00
03/11/2024	VJK	Review defendant discovery responses and draft meet/confer letter		2.90	\$1,160.00
VJK	03/18/2024	2.70	2.70	400.00	1,080.00
03/18/2024	VJK	Draft motion to compel re interrogatories		2.70	\$1,080.00
VJK	03/18/2024	1.20	1.20	400.00	480.00
03/18/2024	VJK	Draft motion to compel re RFAs		1.20	\$480.00
WJG	03/19/2024	0.50	0.50	400.00	200.00
03/19/2024	WJG	Settlement negotiations.		0.50	\$200.00
VJK	03/19/2024	3.20	3.20	400.00	1,280.00
03/19/2024	VJK	Draft motion to compel re requests for production		3.20	\$1,280.00
VJK	03/19/2024	0.30	0.30	400.00	120.00
03/19/2024	VJK	Correspondence with defense counsel		0.30	\$120.00
VJK	03/20/2024	0.70	0.70	400.00	280.00
03/20/2024	VJK	Receive/review supplemental discovery responses		0.70	\$280.00

VJK	03/20/2024	0.40	0.40	400.00	160.00
03/20/2024	VJK	Phone call with client		0.40	\$160.00
VJK	03/22/2024	0.60	0.60	400.00	240.00
03/22/2024	VJK	Multiple correspondence with defense counsel re settlement		0.60	\$240.00
VJK	03/25/2024	0.40	0.40	400.00	160.00
03/25/2024	VJK	Draft expert disclosure		0.40	\$160.00
WJG	03/26/2024	0.30	0.30	400.00	120.00
03/26/2024	WJG	Review/edit settlement documents.		0.30	\$120.00
VJK	03/26/2024	3.70	3.70	400.00	1,480.00
03/26/2024	VJK	Draft settlement agreements		3.70	\$1,480.00
VJK	03/29/2024	0.30	0.30	400.00	120.00
03/29/2024	VJK	Draft notice of withdrawal of motions to compel		0.30	\$120.00
VJK	03/29/2024	0.30	0.30	400.00	120.00
03/29/2024	VJK	Correspondence with defense counsel		0.30	\$120.00
WJG	04/05/2024	3.40	3.40	400.00	1,360.00
04/05/2024	WJG	Review settlement documents; legal research re perfection of CCP section 664.6 jurisdiction over settlement through PAGA settlement.		3.40	\$1,360.00
VJK	04/09/2024	0.40	0.40	400.00	160.00
04/09/2024	VJK	Correspondence with client		0.40	\$160.00
VJK	04/24/2024	0.20	0.20	400.00	80.00
04/24/2024	VJK	Correspondence with client		0.20	\$80.00
VJK	04/25/2024	0.40	0.40	400.00	160.00
04/25/2024	VJK	Conference with defense counsel re PAGA settlement		0.40	\$160.00

Total professional services:**\$64,228.00****Expenses**

C001	02/10/2022	\$75.00	
02/10/2022	Clerk/Court Filing Fees : LWDASTATEcc		\$75.00
E112	03/16/2022	\$435.00	
Invoice # GOR-20403			
03/16/2022	CONTRA COSTA COUNTY SUPERIOR COURT; Invoice # GOR-20403; Court Fees & Filing		\$435.00
E113	05/26/2022	\$114.00	
Invoice # wigor.47853			
05/26/2022	VALPRO ATTORNEY SERVICES; Invoice # wigor.47853; Subpoena/Processor Fees		\$114.00
C001	08/04/2022	\$171.15	
08/04/2022	Clerk/Court Filing Fees : ONELEGAL#13900247		\$171.15
C020	10/19/2022	\$600.00	
Invoice # GOR-20403			
10/19/2022	RUSS J. WUNDERLI, ESQ.; Invoice # GOR-20403; Mediation Fee		\$600.00
C020	01/11/2023	\$2,400.00	
Invoice # GOR-20403			
01/11/2023	RUSS J. WUNDERLI, ESQ.; Invoice # GOR-20403; Mediation Fee		\$2,400.00
C001	01/12/2023	\$464.56	
01/12/2023	Clerk/Court Filing Fees : ONELEGAL#19616027		\$464.56
01/12/2023	Clerk/Court Filing Fees : ONELEGAL#19616027		\$464.56

C001	01/26/2023	\$17.04	
01/26/2023	Clerk/Court Filing Fees : ONELEGAL#14290405		\$17.04
C001	06/14/2023	\$17.04	
06/14/2023	Clerk/Court Filing Fees : ONELEGAL#14638065		\$17.04
E116	07/06/2023	\$1,178.00	
Invoice # 303859			
07/06/2023	CALIFORNIA DEPOSITION REPORTERS; Invoice # 303859;		\$1,178.00
	Certified Transcripts		
E116	07/06/2023	\$775.60	
Invoice # 303862			
07/06/2023	CALIFORNIA DEPOSITION REPORTERS; Invoice # 303862;		\$775.60
	Certified Transcripts		
C001	03/26/2024	\$81.02	
03/26/2024	Clerk/Court Filing Fees: ONELEGAL#15425689cc		\$81.02
C001	03/26/2024	\$81.02	
03/26/2024	Clerk/Court Filing Fees: ONELEGAL#15425690cc		\$81.02
C001	03/26/2024	\$81.02	
03/26/2024	Clerk/Court Filing Fees: ONELEGAL#15425691cc		\$81.02
C001	04/02/2024	\$19.10	
04/02/2024	Clerk/Court Filing Fees: ONELEGAL#15443200cc		\$19.10
C001	04/03/2024	\$17.10	
04/03/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9327039cc		\$17.10

Total expenses: \$6,526.65

Current charges: \$70,754.65

Summary:

Payments applied: \$0.00
Current Charges: \$70,754.65

Total Amount Now Due: \$70,754.65

Service Provider Summary

Briscoe, John P.	2.20	400.00	880.00
Kozina, Vladimir J	90.30	400.00	36,120.00
Gorham, William J.	66.82	400.00	26,728.00
Gorham, William J.	1.00	500.00	500.00