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(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHIDINMA OLISAEMEKA, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

v.

LYNWOOD HEALTHCARE CENTER, an
unknown business entity; LYNWOOD POST
ACUTE CARE CENTER, an unknown business
entity; AG LYNWOOD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Lead Case No. 22STCV13175

Consolidated Case No. 22CMCV00121

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: February 26, 2025

Time: 10:00am

Moving Papers Due by: January 27, 2025

Opposition Due by: February 6, 2025

Reply Papers Due by: February 13, 2025

Judge: Hon. Elaine Lu

Dept: 9

1 **LAWYERS FOR JUSTICE, PC**
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12 Attorneys for PLAINTIFF

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

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3 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
4 record for Plaintiff CHIDINMA OLISAEMEKA ("Plaintiff") in this matter. As such, I am fully
5 familiar with the facts, pleadings, and history of the matter. The following facts are within my own
6 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of the Motion for Approval of PAGA
8 Settlement with Defendants LYNWOOD HEALTHCARE CENTER, LYNWOOD POST ACUTE
9 CARE CENTER, and AG LYNWOOD, LLC. ("Defendants").

10 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of PAGA
11 Action and Release of PAGA Claims ("Agreement") is attached hereto as Exhibit #1. Notably, there
12 exists no signature for the entity "Lynwood Healthcare Center". Defendants have notified Plaintiff that
13 there is no entity known as "Lynwood Healthcare Center" and accordingly, Plaintiff intends on
14 dismissing his entity from the Action.

15 4. A true and correct copy of Plaintiff's March 4, 2022, Notice of Violations filed with the
16 Labor and Workforce Development Agency ("PAGA Notice") is attached hereto as Exhibit #2.

17 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
18 PAGA Settlement, is attached hereto as Exhibit #3. Included with the Motion is a copy of the
19 Agreement.

20 6. A true and correct copy of the JCL Law Firm, APC, "Time and Billing Journal" as of
21 December 18, 2024, is attached hereto as Exhibit #4.

22 7. A true and correct copy of the JCL Law Firm, APC, "Transaction Summary" as of
23 December 18, 2024, is attached hereto as Exhibit #5.

24 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
25 Exhibit #6.

26 I. INTRODUCTION

27 9. An objective evaluation of the proposed settlement confirms that the relief negotiated on
28 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
a product of informed, adversarial, and non-collusive and mediated negotiations between experienced

counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the Agreement.

II. PROCEDURAL AND FACTUAL BACKGROUND

A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

10. On March 4 2022, Plaintiff, on behalf of herself and on behalf of other Aggrieved Employees, served Defendants and the LWDA with a Notice of Violations ("PAGA Notice") memorializing claims against Defendants for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No. LWDA-CM-871682-22).

11. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

12. On April 20, 2022, Plaintiff filed a class action complaint against Defendants in the Superior Court for Los Angeles, Case Number 22STCV13175 (the "Class Action"). The complaint alleged ten causes of action for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800

1 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions
2 Code §§ 17200, et seq.

3 13. On May 9, 2022, Plaintiff filed a separate complaint in Los Angeles County Superior
4 Court on behalf of herself and other aggrieved employees alleging a single cause of action for civil
5 penalties under the Private Attorney Generals Act (“PAGA”).

6 14. On December 14, 2023, the Parties participated in an all-day mediation presided over by
7 Brandon McKelvey, an experienced mediator of wage and hour representative actions. In advance of
8 the with the mediation, Defendants provided Plaintiff with sufficient information to properly evaluate
9 Defendants’ potential liability exposure. Among the data and documents Defendants produced
10 included, but was not limited to, the total number of Aggrieved Employees, pay periods, employee
11 handbooks, and time and payroll data.

12 15. Defendants have produced an arbitration agreement which purportedly bars Plaintiff’s
13 class action claims. Accordingly, Plaintiff has filed a request for dismissal of the class claims. This
14 request was granted on January 11, 2023. This The settlement reached between the Parties does not
15 release any class claims.

16 16. The Parties’ mediation resulted in a settlement of Plaintiff’s PAGA claims and was
17 memorialized in the form of a Memorandum of Understanding (“MOU”). After reaching an agreement
18 in the principle, the Parties drafted and negotiated a long-form settlement which is the subject of the
19 instant motion. The Settlement was negotiated in light of all known facts and circumstances and the
20 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
21 representative claims and establishing manageability, the difficulty of proving Plaintiff’s claims in a
22 manageable trial, the merits of Defendants’ potential defenses, and the significant delay and potential
23 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
24 the assistance of the mediator.

25 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims
26 asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a
27 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
28 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that

1 is not a PAGA claim.¹ Nor does this Settlement waive Defendants’ right to assert *res judicata* or other
2 available defense to any asserted claim or lawsuit.

3 18. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
4 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
5 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
6 submit to the LWDA a copy of the Court’s judgment and order approving the Settlement Agreement
7 within ten (10) days after entry of judgment or order.

8 **III. TERMS OF THE PAGA SETTLEMENT**

9 19. The PAGA settlement is subject to Court approval consistent with Labor Code §
10 2699(1)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
11 Amount payment in the amount of Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00)
12 to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a PAGA
13 Counsel Award in the amount of Ninety Eight Thousand Three Hundred Thirty Three Dollars and Thirty
14 Three Cents (\$98,333.33) (comprised of one-third of the Gross Settlement Amount (estimated to be
15 approximately \$68,333.33) and reimbursement of incurred litigation expenses in an amount not to
16 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00)), the Claims Administration Costs which
17 will not exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00), and a service award
18 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). Agreement generally at §§ 3.1;
19 3.2.1; 3.2.2. After these deductions, the amount remaining is the “PAGA Penalties,” which is estimated
20 to be \$91,166.67.

21 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

22 20. The Gross Settlement Amount of \$205,000.00 is fair and reasonable and, therefore,
23 should be approved. Here, *without stacking* the PAGA penalties, Defendants’ liability exposure is
24 estimated at approximately \$1,248,600 in PAGA Penalties.

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As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

21. Plaintiff's consultant estimated Defendants' exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50 ³	2,505	29% of PAGA Pay Periods	\$125,250
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	2,505	29% of PAGA Pay Periods	\$125,250
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$100	6,419	75% of PAGA Pay Periods	\$641,925
<i>Business Reimbursement Violations</i> Cal. Labor Code § 2802	\$100	2,139	25% of PAGA Pay Periods	\$213,975
<i>Regular Rate of Pay</i>	\$100	1,422	16% of PAGA Pay Periods	\$142,200

22. Plaintiff alleges that Defendants failed to pay all wages due to Plaintiff and the Aggrieved Employees under three separate theories. First, Plaintiff alleges she and other Aggrieved Employees worked off-the-clock pre-shift to undergo mandatory Covid screenings, and second, that due to understaffing, Plaintiff and the Aggrieve Employees were instructed to clock out for meal periods to

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendants argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 (“Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Separately, Defendants also argued that courts have considerable discretion to reduce the penalty awards under PAGA. See, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims. JCL Dec., ¶ 28.

1 create a paper trail evidencing a compliant meal period but continued working through this period, off-
2 the-clock. Plaintiff further alleges that she and other Aggrieved Employees were instructed not to clock
3 in before 7:00 a.m., but were required to ensure that patient were picked by the ambulance, which would
4 occur prior to 7:00 a.m. Third, Plaintiff alleges that she and other Aggrieved Employees worked
5 pursuant to an invalid alternative workweek schedule, and were accordingly denied proper overtime
6 and double time wages. Plaintiff estimates Defendants' exposure for this claim to be approximately
7 \$641,925.

8 23. Plaintiff alleges that Defendants failed to include non-discretionary bonuses and shift
9 differentials when calculating the regular rate of pay for purposes of overtime, redeemed sick pay, and
10 meal period premiums. Specifically, Plaintiff's expert found six forms of non-discretionary
11 compensation listed on wage statements as BNS EXTRA SHFT, BONUS, GIFT, REFERRAL BONUS,
12 SHIFT DIFF, SIGN ON BONUS, and WRK RETENTION that were not properly included in the
13 regular rate of pay calculation for purposes of calculating and paying overtime, sick pay, or meal period
14 premiums. Defendants deny that all of the bonuses raised by Plaintiff can be properly categorized as
15 non-discretionary and accordingly, did not need to be calculated into the regular rate of pay. Plaintiff
16 estimated that Defendants' total exposure for this claim was approximately \$142,200 in penalties.

17 24. Plaintiff also alleges that Defendants failed to provide compliant meal periods pursuant
18 to two separate theories. First, Plaintiff's expert found that recorded meal periods were late, short, or
19 missed during approximately 29% of pay periods. Accordingly, Plaintiff alleges that she and other
20 Aggrieved Employees are owed meal period premiums for meal period violations that occurred during
21 the PAGA Period. Second, Plaintiff alleges that other meal periods that appear compliant on paper are
22 synthetic, contending that, as noted above, employees were directed by Defendants to clock out before
23 the sixth hour of work but work through their meal periods if necessary.

24 25. Defendants deny these allegations, noting that it paid meal period premiums, and its
25 policy and practice of paying meal period premiums is incongruous with a contention that it fabricated
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1 compliant meal periods. Taking into account Defendants' defenses, Plaintiff estimates Defendants'
2 exposure for this claim to be approximately \$125,250.

3 26. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
4 Specifically, Plaintiff alleges that due to patient demands and understaffing, employees were not able
5 to take rest breaks. Defendants denied these allegations and also argued that Plaintiff's rest break claim
6 would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim.
7 Establishing liability likely would have entailed competing testimony stating either rest breaks were
8 taken, or rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan.
9 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's
10 evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to
11 find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov.
12 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy
13 does not generate uniform practices"). Taking into account Defendants' defenses, Plaintiff estimates
14 Defendants' exposure for this claim to be approximately \$125,250.

15 27. Plaintiff alleged Defendants failed to reimburse Class Members for all necessary business
16 expenses. Specifically, Plaintiff asserts that he and other Class Members were required to use personal
17 cell phones in order to receive and respond to work-related communications from supervisors. Plaintiff
18 also alleges that she and other Aggrieved Employees used their personal vehicles for work purposes but
19 were not reimbursed for mileage. These instances included when additional supplies needed to be
20 purchased, and when patients would miss an ambulance and an Aggrieved Employee would be required
21 to drive the patient in their personal vehicles to their appointment. Plaintiff estimated Defendants'
22 exposure for this claim to be \$213,975.

23 28. In light of the above, the Gross Settlement Amount is approximately 16.4% of
24 Defendants' potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely
25 recovery of PAGA penalties through continued litigation. Defendants' maximum exposure to PAGA
26 penalties is not a realistic outcome of the litigation because it fails to account for the risks of continued
27 litigation including, but not limited to, Defendants' defenses. See, *Zayerz v. Kiewit Infrastructure West*,
28 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendants argued that

1 it can only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code §
2 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would be required to prove the
3 underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
4 13126, *10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on
5 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
6 defendant.”].) To do this, Plaintiff would need to prove each Aggrieved Employee was subject to the
7 alleged Labor Code violation, which would be difficult to do, as Defendants deny any liability or
8 wrongdoing of any kind associated with the claims alleged in this action.

9 29. Thus, Defendants contended that Plaintiff would be required to “prove Labor Code
10 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
11 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
12 2, 2009). When “determining whether the employer committed Labor Code violations with respect to
13 each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
14 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021)

15 30. Finally, the maximum penalty figure does not consider that Courts have complete
16 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
17 based on the facts and circumstances of the particular case, to do otherwise would result in an award
18 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
19 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
20 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
21 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
22 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
23 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
24 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
25 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of
26 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
27 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
28 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result

1 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
2 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
3 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied*
4 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547*
5 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
6 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
7 light of Defendants' arguments.

8 31. Given Defendants' defenses to the claimed Labor Code violations at issue, the risks and
9 costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount is
10 fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

11 32. The LWDA has been provided with notice of this motion and the PAGA settlement, and
12 the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
13 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
14 protect its own rights.

15 33. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
16 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
17 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
18 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
19 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
20 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

21 34. On or around March 31, 2023, Plaintiff submitted a demand for arbitration with Judicial
22 Arbitration and Mediation Services ("JAMS") alleging eleven causes of action against Defendants
23 including unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to
24 provide required meal periods, failure to provide required rest periods, failure to reimburse for required
25 expenses, failure to provide accurate itemized wage statement, failure to provide wages when due,
26 failure to timely pay wages during employment, failure to keep requisite records, and an individual
27 PAGA claim (JAMS Case No. 5220002948). Separate from the PAGA settlement, Plaintiff entered into
28 an individual settlement with Defendants in which she granted Defendants a broad release of all claims,

1 including the claims outlined in her demand for arbitration. Plaintiff will file this settlement agreement
2 under seal for the Court to review in camera, at the Court's request.

3 **V. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
4 **REASONABLE**

5 35. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
6 fees in the amount of \$68,333.33 (one-third of the Gross Settlement Amount) and reimbursement of
7 litigation costs not to exceed \$30,000.⁴ PAGA does not have any requirements for reviewing attorneys'
8 fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter
9 of contract for a contingent representation. Nevertheless, should this Court review the requested
10 attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

11 36. The requested PAGA Counsel Award of \$98,333.33, comprised of \$68,333.33 for
12 attorneys' fees and reimbursement of litigation expenses of up to \$30,000 is fair, reasonable, and
13 justified by the result achieved.

14 37. PAGA Counsel negotiated a recovery of Two Hundred Five Thousand Dollars and Zero
15 Cents (\$205,000.00), and this result justifies the requested fees equal to one third of this recovery. This
16 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
17 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
18 504, (2016). At the time this case was brought, the result was far from certain. Defendants' defenses to
19 the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to
20 overcome. Here, several defenses asserted by Defendants present serious threats to the claims of
21 Plaintiff and the Aggrieved Employees. Defendants asserted that its employment practices complied
22 with all applicable labor laws. If successful, Defendants' factual and legal defenses would eliminate
23 *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be
24 overcome, Defendants maintain that these defenses have merit and therefore present a serious risk to
25 recovery. The Settlement was possible because, in PAGA Counsels' eyes, PAGA Counsel was able to
26 persuade Defendants that there was an appreciable risk that Plaintiff would prevail on the factual and
27 legal issues underlying liability and overcome difficulties in proof as to monetary relief.

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⁴ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$20,203.90 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 38. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
2 establish the JCL Law Firm, APC (“Firm”) in 2010. The Firm is a boutique plaintiff firm representing
3 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
4 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
5 Esq. (Associate Attorney), Perssia P. Razma (Associate Attorney), Tesla Stone (Senior Paralegal and
6 Office Manager), and Jennifer Heming (Paralegal).

7 39. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
8 Employees. I have extensive experience with wage and hour class and representative action litigation
9 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
10 litigation experience and complex construction product liability experience. I can, will, and have
11 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
12 Employees throughout this action.

13 40. I have represented consumers and employees in California class actions, and complex
14 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
15 plaintiffs’ civil litigation attorney since April 2007.

16 41. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
17 copy of which is attached hereto as Exhibit #6. Some of the major cases the Firm has undertaken are
18 also set forth in Exhibit #6.

19 42. The JCL Law Firm’s rates are comparable to those judicially approved for other
20 plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
21 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
22 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
23 *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
24 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
25 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
26 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
27 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
28 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.

1 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
2 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
3 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
4 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
5 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
6 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
7 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
8 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
9 between \$355 and \$405 an hour).

10 43. Moreover, my billing rate has been approved recently by multiple California Superior
11 Court judges. (See generally *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court
12 Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and
13 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The*
14 *Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon.
15 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
16 Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court
17 Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and
18 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz,*
19 *Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023)
20 Hon. George J. Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
21 of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior
22 Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate
23 and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v.*
24 *White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon.
25 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
26 Law Firm, APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company,*
27 *LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat
28 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as

Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour class and PAGA action).

44. As of December 18, 2024, The JCL Law Firm, APC incurred a total lodestar of \$74,082.50 for 132.6 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as Exhibit #4.

45. The attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"), billed \$21,360.00 for 36.3 hours successfully litigating this action. A true and accurate copy of the ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently herewith.

46. Additionally, as provided in the Declaration of Tara the attorneys and staff at co-counsel Lawyers for Justice, P.C. ("LFJ") billed \$79,475 for 93.5 hours successfully litigating this action.

47. Collectively, PAGA Counsel spent a total of 262.4 hours successfully litigating this matter for a total combined loadstar of \$174,917. Thus, the Attorneys' Fee request is equal to Class Counsel's loadstar with a negative 0.39 multiplier.

48. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	132.6	\$74,082.50
ZLG	36.3	\$21,360.00
LFJ	93.5	\$79,475.00

Total	262.4	\$174,917.50
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49. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$20,203.90 prosecuting this action (JCL Law Firm, APC - \$7,887.35, Zakay Law Group, APLC - \$8,045.20 and Lawyers for Justice, P.C. - \$4,271.35).

50. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of January, 2025 at San Diego, California.

JCL LAW FIRM, APC

By: 
 Jean-Claude Lapuyade
 Attorney for Plaintiff

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CHIDINMA OLISAEMEKA (“Plaintiff”) and defendants LYNWOOD HEALTHCARE CENTER, LYNWOOD POST ACUTE CARE CENTER, and AG LYNWOOD, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Chidinma Olisaemeka v. Lynwood Healthcare Center, et al.*, initiated on May 9, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” 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 Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants and performed work in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defendants” mean LYNWOOD HEALTHCARE CENTER, LYNWOOD POST ACUTE CARE CENTER, and AG LYNWOOD, LLC.
- 1.9. “Defense Counsel” means JAMES S. COOPER, ESQ. of LEVINSON ARSHONSKY KURTZ & KOMSKY, LLP.
- 1.10. “Effective Date” means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement

- 1.11. "Funding Date" means thirty (30) calendar days after the Effective Date and is the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.12. "Gross Settlement Amount" means Two Hundred and Five Thousand Dollars and Zero Cents (\$205,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administrator's Expenses Payment.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Individual Settlement Payment" means in addition to the Gross Settlement Amount, Defendant shall pay Plaintiff Twenty Thousand Dollars and Zero Cents (\$20,000.00), memorialized by a separate Settlement Agreement and Mutual general release of Claims, which includes a general release and waiver of all known and unknown claims under Civil Code section 1542.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Approval of the Settlement.
- 1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administration Expenses Payment. The Net Settlement Amount shall be used to satisfy Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees ("Individual PAGA Payment") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA PAGA Payment").
- 1.19. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.20. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani Zakay, Esq., of Zakay Law Group, APLC, Edwin Aiwazian, Esq., of Lawyers for Justice, PC, the attorneys representing the Plaintiff and Aggrieved Employees in

the Action.

- 1.21. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from March 4, 2021, to July 7, 2024.
- 1.24. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25. "PAGA Notice" means Plaintiff's March 4, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26. "Plaintiff" means CHIDINMA OLISAEMEKA, the named plaintiff in the Action.
- 1.27. "Released PAGA Claims" means all PAGA claims that were alleged or could have reasonably been alleged against Defendants based upon the facts and circumstances identified in Plaintiff's original PAGA Notice on March 4, 2022, and in the Operative Complaint filed in the PAGA Action on behalf of the PAGA Employees, which arose during the PAGA Period.
- 1.28. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.29. "Service Award" means: the payment to Plaintiff for initiating the Action and providing services in support of the Action. Plaintiff shall apply for, and Defendant has agreed not to oppose, a payment in the amount of \$10,000.00
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31. "Settlement Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

2. RECITALS.

- 2.1. On April 20, 2022, Plaintiff commenced this Action by filing a Representative Complaint alleging one (1) cause of action against Defendant for (1) Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq]. The Complaint is the operative complaint in the Action (the "Operative Complaint.")
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.3. On December 14, 2023, the Parties participated in an all-day mediation presided over by BRANDON MCKELVEY, an experienced mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred and Five Thousand Dollars and Zero Cents (\$205,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Settlement Approval:
- 3.2.1 To Plaintiff: A Service Award to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.
- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Sixty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$68,333.33) and PAGA Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation

Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$5,500.00 or the Court approves payment less than \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$91,166.67 to be paid from the Gross Settlement Amount, with 75% (\$68,375.00) allocated to the LWDA PAGA Payment and 25% (\$22,791.67) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$22,791.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 341 Aggrieved Employees who worked a total of 7,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the 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 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 PAGA 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 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.

4.3. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4. **Payments from the Gross Settlement Amount.** Within fifteen (15) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Service Award.

4.4.1. The Administrator 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Community Law Project in accordance with CCP § 384 and subject to Court approval.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this 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 remain 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: Upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees and the State of California will fully release and discharge Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any Aggrieved Employee 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 Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee

Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) 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. PAGA Counsel is responsible for delivering the Court's Settlement Approval Order to the Administrator.

6.3 **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 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 Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. **Selection of Administrator.** The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.

7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation

section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 341 Aggrieved Employees who worked 7,000 Pay Periods during the PAGA Period. Should the number of Pay Periods increase by more than 12.5% of what was represented at the mediation during the PAGA Period, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 12.5% of 7,000. For example, if the total Pay Periods in the PAGA Period are 13% above 7,000, the Gross Settlement Amount shall increase by .5%.

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

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, 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 Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 **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 Operative Complaint 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. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 **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 Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 **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.
- 10.6 **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.
- 10.7 **Modification of Agreement.** This 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.
- 10.8 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 **Applicable Law.** All terms and conditions of this 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.
- 10.10 **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.
- 10.11 **Confidentiality.** To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 10.1 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.12 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.
- 10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this 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.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
Shani@zakaylaw.com

LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203

Glendale, California 91203
T: (818)265-1020
F: (818)265-1021
m.gundzik@calljustice.com
travis@calljustice.com
tara@calljustice.com

To Defendant:

LEVINSON ARSHONSKY KURTZ & KOMSKY, LLP
15303 Ventura Boulevard, Suite 1650
Sherman Oaks, CA 91403
T: (818)382-3434
F: (818)382-3433
jcooper@laklawyers.com
llord@laklawyers.com

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this 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 Agreement.
- 10.16 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.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 12/10/2024, 2024


Chidinma Olisaemeka (Dec 11, 2024 00:00 PST)
Plaintiff Chidinma Olisaemeka

Dated: December 11, 2024



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: December 11, 2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: December 17, 2024



Margaux Gundzik
Lawyers for Justice, PC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____, 2024

Name of Signatory
For Defendant
LYNWOOD HEALTHCARE CENTER

Dated: _____, 2024

Name of Signatory
For Defendant
LYNWOOD POST ACUTE CARE CENTER

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____, 2024

Plaintiff Chidinma Olisaemeka

Dated: _____, 2024

Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: _____, 2024

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: _____, 2024

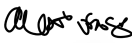
Margaux Gundzik
Lawyers for Justice, PC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____, 2024

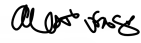
Name of Signatory
For Defendant
LYNWOOD HEALTHCARE CENTER

Dated: 1/3/25, 2024



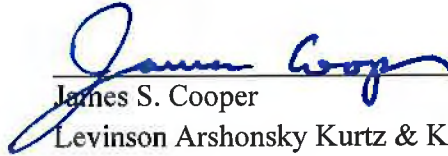
Name of Signatory
For Defendant
LYNWOOD POST ACUTE CARE CENTER

Dated: 1/3/25, 2024



Name of Signatory
For Defendant
AG LYNWOOD, LLC

Dated: 11-4-'24, 2024



James S. Cooper
Levinson Arshonsky Kurtz & Komsky, LLP
Attorney for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against LYNWOOD HEALTHCARE CENTER (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff CHIDINMA OLISAEMEKA (“Plaintiff”) claimed that she and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not properly paid sick wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, not timely paid wages, and were given wage statements with unlawful deductions.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who worked for Defendant and performed work in California at any time between March 4, 2021, and July 7, 2024. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in Los Angeles Superior Court Case No. 22CMCV00121. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Administrator; Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

March 4, 2022

BY ONLINE SUBMISSION

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

Re: LYNWOOD HEALTHCARE CENTER; LYNWOOD POST ACUTE CARE CENTER; AG LYNWOOD, LLC

Dear Representative:

We have been retained to represent Chidinma Olisaemeka against Lynwood Healthcare Center, Lynwood Post Acute Care Center, and AG Lynwood, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Lynwood”) for violations of California wage-and-hour laws. Ms. Olisaemeka 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. Olisaemeka 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.

Lynwood employed Ms. Olisaemeka as an hourly-paid, non-exempt employee from approximately June 2019 to approximately July 2021, in the State of California.

The “aggrieved employees” that Ms. Olisaemeka 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, Lynwood 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.

Lynwood 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. Such work included, but was not limited to, responding to staff on duty, addressing patient's or staffs' emergencies, calling hospitals, and calling doctors. Lynwood rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Lynwood over time, resulting in aggrieved employees being underpaid for their time worked.

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. Olisaemeka and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Olisaemeka 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, Lynwood required Ms. Olisaemeka 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. Lynwood also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Lynwood failed to pay Ms. Olisaemeka 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, Lynwood failed to pay Ms. Olisaemeka 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, Lynwood did not provide Ms. Olisaemeka and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Lynwood 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. Olisaemeka 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. Olisaemeka 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. Olisaemeka 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. Olisaemeka 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. Olisaemeka 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, Lynwood failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Olisaemeka 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.

Lynwood 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, Lynwood did not provide Ms. Olisaemeka 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, Lynwood failed to pay Ms. Olisaemeka 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. Olisaemeka 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, Lynwood failed to pay Ms. Olisaemeka and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Olisaemeka 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. Olisaemeka and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Lynwood. These costs include, but are not limited to, purchasing and maintenance of clothing and footwear in compliance with the dress code, usage of personal phone for work-related tasks, usage of mileage of personal vehicle, and purchasing and maintenance of medical equipment.

Therefore, on behalf of all aggrieved employees, Ms. Olisaemeka 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 cursive script, appearing to read "Edwin Aiwanian".

Edwin Aiwanian, Esq.

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

AG Lynwood, LLC
c/o Jacob Wintner
Agent for Service of Process
6300 Wilshire Blvd, Ste 1800
Los Angeles, CA 90048

Lynwood Healthcare Center
3611 East Imperial Highway,
Lynwood, CA 90262

Lynwood Post Acute Care Center
3615 East Imperial Highway,
Lynwood, CA 90262

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Olisaemeka v. Lynwood (002-362)							
07/16/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Arbitration Agreement	550.00	0:30	275.00	275.00
07/22/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Order	550.00	1:00	550.00	825.00
08/21/2022	No	Jean Claude Lapuyade	Legal Research - Peition to Compel Arb. Statutes and Case Law	550.00	2:54	1,595.00	2,420.00
08/21/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Defendant's Petition to Compel Arbitration	550.00	3:12	1,760.00	4,180.00
08/21/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Co Counsel Re Opposition to MTC	550.00	0:18	165.00	4,345.00
09/19/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	1:18	715.00	5,060.00
10/04/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revise dad Edited CMS	550.00	0:24	220.00	5,280.00
10/10/2022	No	Jean Claude Lapuyade	Case Management - R&R Joint CMS	550.00	0:30	275.00	5,555.00
10/11/2022	No	Jean Claude Lapuyade	Case Management - R&R Court's Tentative and Responded	550.00	0:24	220.00	5,775.00
12/15/2022	No	Jean Claude Lapuyade	Legal Research - Arbitration Unconscionability Issues	550.00	2:48	1,540.00	7,315.00
12/15/2022	No	Monnett DeLaTorre	Review Arbitration Agreement and evaluate whether it can be contested in conjunction with having strategy meeting with litigation team.	500.00	0:48	400.00	7,715.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/20/2022	No	Jean Claude Lapuyade	Law and Motion - Analyzed Arb Agreement	550.00	2:18	1,265.00	8,980.00
12/29/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Opposition to MTC	550.00	3:00	1,650.00	10,630.00
12/29/2022	No	Monnett DeLaTorre	Team discussion regarding recent court minute order, Motions to Compel filed, impact on PAGA case and intent to dismiss class action case.	625.00	0:30	312.50	10,942.50
01/05/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Reply to MTC	550.00	2:00	1,100.00	12,042.50
01/13/2023	No	Jean Claude Lapuyade	Case Management - R&R Court's Minute Order	550.00	0:12	110.00	12,152.50
01/18/2023	No	Monnett DeLaTorre	Review court's message and response by defense as to tentative.	625.00	0:18	187.50	12,340.00
01/19/2023	No	Monnett DeLaTorre	Review Petition and supporting papers, review opposition and review court's tentative in preparation for hearing on Petition to compel Arbitration of individual PAGA claim and stay representative claims.	500.00	1:30	750.00	13,090.00
01/19/2023	No	Monnett DeLaTorre	Attend CMC hearing with the court and prepare summary of hearing.	625.00	1:00	625.00	13,715.00
03/10/2023	No	Monnett DeLaTorre	Review competing orders from the court and conduct strategy discussion as to whether court stayed remaining part of matter.	625.00	0:36	375.00	14,090.00
03/24/2023	No	Monnett DeLaTorre	Review information from court clerk as to competing orders and their position that the representative PAGA case is stayed pending Arbitration.	625.00	0:12	125.00	14,215.00
03/31/2023	No	Jean Claude Lapuyade	Arbitration - R&R Arb Demand for Filing	550.00	0:48	440.00	14,655.00
04/05/2023	No	Monnett DeLaTorre	Review draft Joint report regarding Arbitration and confirm contents for filing.	625.00	0:24	250.00	14,905.00
04/06/2023	No	Jean Claude Lapuyade	Case Management - Edits to Joint CMS and Emails Re Same	550.00	0:30	275.00	15,180.00
04/06/2023	No	Monnett DeLaTorre	Review, edit and comment on draft Arb. demand to be filed.	625.00	1:00	625.00	15,805.00
04/06/2023	No	Monnett DeLaTorre	Review redline edits to joint status report provided by Defendant and approve for filing.	625.00	0:24	250.00	16,055.00
05/26/2023	No	Jean Claude	Case Management - Emails to/from OC Re Status	550.00	0:24	220.00	16,275.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
05/26/2023	No	Monnett DeLaTorre	Review email from defense counsel regarding interest to mediate the case rather than proceed in Arbitration.	625.00	0:06	62.50	16,337.50
05/30/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Potential Mediation	550.00	0:24	220.00	16,557.50
05/31/2023	No	Monnett DeLaTorre	Review multiple emails with defense counsel regarding setting matter for mediation.	625.00	0:12	125.00	16,682.50
06/01/2023	No	Monnett DeLaTorre	Review email from defense counsel and draft stipulation proposed to proceed with mediation and stay Arbitration.	625.00	1:00	625.00	17,307.50
06/02/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	550.00	1:42	935.00	18,242.50
06/13/2023	No	Monnett DeLaTorre	Review, revise and comment on draft joint status report re Arbitration to be sent to defense counsel.	625.00	0:24	250.00	18,492.50
06/13/2023	No	Maria Watters	Circulated draft Joint Report, Stip to Stay and Data Demand to OC	175.00	0:30	87.50	18,580.00
06/13/2023	No	Maria Watters	Sent draft Joint SC Statement and Stip to Stay to attorneys for review	175.00	0:30	87.50	18,667.50
06/20/2023	No	Monnett DeLaTorre	Review defense counsel's redline changes to joint report to approve for filing.	625.00	0:12	125.00	18,792.50
06/20/2023	No	Maria Watters	Filed and served Joint Status Report	175.00	0:30	87.50	18,880.00
06/22/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:30	275.00	19,155.00
06/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:18	165.00	19,320.00
07/05/2023	No	Monnett DeLaTorre	Review emails with defense counsel regarding stipulation to mediate and sampling size to be agreed upon.	625.00	0:24	250.00	19,570.00
07/06/2023	No	Monnett DeLaTorre	Review email regarding estimated size of PAGA group for purposes of evaluating sampling size to be used.	625.00	0:06	62.50	19,632.50
07/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	20,017.50
07/12/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding rescheduling mediation.	625.00	0:06	62.50	20,080.00
07/25/2023	No	Monnett	Review Substitution of Attorney.	625.00	0:12	125.00	20,205.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		DeLaTorre					
07/26/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Data	550.00	0:36	330.00	20,535.00
08/15/2023	No	Monnett DeLaTorre	Follow up emails to defense counsel regarding sample size to be agreed upon and mediator to be used.	625.00	0:06	62.50	20,597.50
08/15/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation and Data	550.00	0:18	165.00	20,762.50
08/16/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation Data	550.00	0:30	275.00	21,037.50
08/17/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	21,202.50
08/24/2023	No	Monnett DeLaTorre	Follow up emails to defense counsel to confirm and lock in mediator for matter.	625.00	0:06	62.50	21,265.00
08/24/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	21,485.00
09/06/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	21,705.00
09/08/2023	No	Monnett DeLaTorre	Review and edit joint CMS to be sent to defense counsel for review prior to filing.	625.00	0:18	187.50	21,892.50
09/12/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	1:12	660.00	22,552.50
09/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:30	275.00	22,827.50
09/15/2023	No	Monnett DeLaTorre	Review stipulation and data demand regarding mediation, review file and revise data demand to be sent to defense regarding scope of information requested for mediation.	625.00	1:00	625.00	23,452.50
09/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	550.00	0:24	220.00	23,672.50
09/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	23,947.50

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/11/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding confirmation that data sampling will be provided by agreed upon deadline prior to mediation.	625.00	0:06	62.50	24,010.00
10/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	24,285.00
10/16/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	1:54	1,045.00	25,330.00
10/31/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding status of mediation records.	625.00	0:06	62.50	25,392.50
11/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	25,667.50
11/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	25,832.50
11/10/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:30	275.00	26,107.50
11/10/2023	No	Monnett DeLaTorre	Email to expert regarding status of records and payroll records still missing that are needed for mediation evaluation and expert report.	625.00	0:06	62.50	26,170.00
11/10/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding status of additional documents and data needed for mediation.	625.00	0:06	62.50	26,232.50
11/11/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Time and Payroll Data	550.00	5:24	2,970.00	29,202.50
11/13/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding missing data.	625.00	0:06	62.50	29,265.00
11/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	29,540.00
11/14/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding status of mediation data production.	625.00	0:06	62.50	29,602.50
11/15/2023	No	Sydney Castillo- Johnson	Discovery - Emails to/from OC Re Mediation data	400.00	0:42	280.00	29,882.50
11/15/2023	No	Monnett DeLaTorre	Begin reviewing policy documents and time records produced by Defendant, prepare analysis of relevant information to be used for mediation and email breakdown to defense of what has been produced and what is still missing.	625.00	2:30	1,562.50	31,445.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/15/2023	No	Monnett DeLaTorre	Email to defense counsel regarding missing data and intent to cancel mediation.	625.00	0:06	62.50	31,507.50
11/17/2023	No	Monnett DeLaTorre	Follow up email to defense regarding sampling size and missing information for 22 employees; further follow up on prior questions	625.00	0:06	62.50	31,570.00
11/20/2023	No	Monnett DeLaTorre	Provide breakdown to litigation team. of off the clock claim related to bag checks, temperature checks and donning and doffing for purposes of mediation.	625.00	0:18	187.50	31,757.50
11/20/2023	No	Monnett DeLaTorre	Follow up email to expert regarding 22 missing files.	625.00	0:06	62.50	31,820.00
11/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:54	495.00	32,315.00
11/22/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:54	495.00	32,810.00
11/27/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation time and payroll data	550.00	6:00	3,300.00	36,110.00
11/28/2023	No	Monnett DeLaTorre	Teleconference with the client to discuss mediation and relevant information needed for mediation.	625.00	1:00	625.00	36,735.00
11/29/2023	No	Monnett DeLaTorre	Review email from defense regarding premiums paid and email information to expert.	625.00	0:12	125.00	36,860.00
11/29/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:36	330.00	37,190.00
11/29/2023	No	Monnett DeLaTorre	Detailed email to defense counsel regarding additional 4 missing files and follow up questions as to pay code references, missing time records and missing policies.	625.00	0:12	125.00	37,315.00
11/29/2023	No	Monnett DeLaTorre	Follow up emails with defense counsel regarding mediation data produced, information still missing and follow up.	625.00	0:24	250.00	37,565.00
11/29/2023	No	Monnett DeLaTorre	Follow up email to expert with 4 missing files.	625.00	0:06	62.50	37,627.50
12/02/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Time and Payroll Data	550.00	2:48	1,540.00	39,167.50
12/04/2023	No	Jean Claude Lapuyade	Discovery - Legal Research for Mediation Brief (Off the Clock Claims9=)	550.00	3:54	2,145.00	41,312.50
12/04/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	41,532.50

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/04/2023	No	Monnett DeLaTorre	Review and respond to email from expert regarding expected timeline for report.	625.00	0:06	62.50	41,595.00
12/04/2023	No	Monnett DeLaTorre	Complete review of records produced by Defendant, review Plaintiffs records, review complaint and other pleadings and prepare detailed breakdown of claims and assumptions for expert.	625.00	3:12	2,000.00	43,595.00
12/04/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding information still missing that is needed for mediation.	625.00	0:06	62.50	43,657.50
12/04/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding 3 missing files.	625.00	0:06	62.50	43,720.00
12/04/2023	No	Monnett DeLaTorre	Email to expert to confirm whether March 2021-July 2021 records are missing.	625.00	0:06	62.50	43,782.50
12/05/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	550.00	3:36	1,980.00	45,762.50
12/05/2023	No	Monnett DeLaTorre	Reivew additional handbook produced by defense and note differences in policies for purposes of mediation brief.	625.00	0:48	500.00	46,262.50
12/05/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis	550.00	1:12	660.00	46,922.50
12/05/2023	No	Monnett DeLaTorre	Prepare detailed Mediation summary of relevant information and claims; Prepare 14 page mediation brief and detailed summary outline for litigation team in preparation for mediation.	625.00	6:24	4,000.00	50,922.50
12/05/2023	No	Monnett DeLaTorre	Follow up email to defense counsel regarding missing information and need to confirm AE count, lack of meal break waiver and on duty meal agreement.	625.00	0:06	62.50	50,985.00
12/06/2023	No	Jean Claude Lapuyade	Mediation - Drafted, Revised and Edited Mediation Brief	550.00	1:12	660.00	51,645.00
12/06/2023	No	Monnett DeLaTorre	Strategy discussion with litigation team regarding AE definition used by prior counsel.	625.00	0:24	250.00	51,895.00
12/11/2023	No	Monnett DeLaTorre	Conduct pre-mediation teleconference with Mediator.	625.00	0:30	312.50	52,207.50
12/12/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation Readiness	550.00	0:18	165.00	52,372.50
12/12/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Readiness Call	550.00	0:24	220.00	52,592.50
12/13/2023	No	Monnett DeLaTorre	Prepare additional detailed list of relevant facts to be used for mediation.	625.00	1:00	625.00	53,217.50
12/13/2023	No	Sydney Castillo-	Mediation - prep for med and review brief	400.00	0:54	360.00	53,577.50

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/14/2023	No	Johnson Jean Claude Lapuyade	Mediaton - Attended Mediation	550.00	8:00	4,400.00	57,977.50
12/14/2023	No	Monnett DeLaTorre	Review email regarding case not settling.	625.00	0:06	62.50	58,040.00
12/14/2023	No	Sydney Castillo- Johnson	Mediation - attend mediation	400.00	7:00	2,800.00	60,840.00
01/10/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status	550.00	0:12	110.00	60,950.00
01/10/2024	No	Monnett DeLaTorre	Review and revise joint status report to be sent to defense for update and prior to filing.	625.00	0:24	250.00	61,200.00
01/11/2024	No	Monnett DeLaTorre	Strategy discussion with litigation team regarding bottom line settlement number for purposes of continuing settlement negotiations.	625.00	0:24	250.00	61,450.00
01/11/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint Report	550.00	1:00	550.00	62,000.00
01/11/2024	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Offers/Counters	550.00	1:00	550.00	62,550.00
01/16/2024	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Joint Post Mediation Report	550.00	1:00	550.00	63,100.00
03/14/2024	No	Andrea Amaya	Pleadings. Prepare CMS.	400.00	1:30	600.00	63,700.00
03/15/2024	No	Monnett DeLaTorre	Review and confirm joint posting regarding status of arbitration.	625.00	0:06	62.50	63,762.50
03/19/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:30	275.00	64,037.50
03/25/2024	No	Jean Claude Lapuyade	Case Management - TCW OC Re Continued Mediation Negotiations	550.00	0:36	330.00	64,367.50
03/27/2024	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding several legal questions that will impact settlement negotiations.	625.00	0:30	312.50	64,680.00
04/08/2024	No	Jean Claude	Mediation - Emails to/from Mediator Re Negotiations	550.00	0:24	220.00	64,900.00

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
04/29/2024	No	Monnett	Review and revise status update to the client.	625.00	0:18	187.50	65,087.50
		DeLaTorre					
04/30/2024	No	Jean	Case Management - Emails to/from Mediator Re Proposal	550.00	0:18	165.00	65,252.50
		Claude					
		Lapuyade					
05/29/2024	No	Andrea	Case Management. Email to OC re: edits/revisions to MOU	400.00	0:06	40.00	65,292.50
		Amaya					
05/30/2024	No	Jean	Settlement - TCW Client Re MOU	550.00	0:30	275.00	65,567.50
		Claude					
		Lapuyade					
05/30/2024	No	Monnett	Teleconference with client regarding scope of attorney's fees to be taken, CFA signed and	625.00	0:42	437.50	66,005.00
		DeLaTorre	prepare summary of call.				
06/03/2024	No	Jean	Settlement - Emails to/from OC Re MOU.	550.00	0:18	165.00	66,170.00
		Claude					
		Lapuyade					
06/28/2024	No	Jean	Settlement - Emails to/from OC Re MOU and R&R Defense Edits to MOU	700.00	1:00	700.00	66,870.00
		Claude					
		Lapuyade					
07/10/2024	No	Jean	Settlement - TCW Client Re MOU	700.00	0:30	350.00	67,220.00
		Claude					
		Lapuyade					
07/11/2024	No	Andrea	Case management. Email to/from OC and team re: MOU.	425.00	0:30	212.50	67,432.50
		Amaya					
07/15/2024	No	Jean	Settlement - Emails to/from Client Re MOU	700.00	0:18	210.00	67,642.50
		Claude					
		Lapuyade					
07/24/2024	No	Monnett	Teleconference with client to discuss settlement, next steps, timeline and expectations moving	625.00	0:36	375.00	68,017.50
		DeLaTorre	forward.				
07/26/2024	No	Jean	Settlement - Emails to/from OC Re MOU	700.00	0:18	210.00	68,227.50
		Claude					
		Lapuyade					
08/14/2024	No	Monnett	Email to defense counsel with draft agreements.	625.00	0:06	62.50	68,290.00
		DeLaTorre					
08/14/2024	No	Monnett	Review draft long form PAGA SAR and individual SAR and propose edits.	625.00	2:18	1,437.50	69,727.50
		DeLaTorre					
08/26/2024	No	Jean	Settlement - Emails to/from OC Re SAR	700.00	0:12	140.00	69,867.50
		Claude					
		Lapuyade					

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/03/2024	No	Monnett DeLaTorre	Multiple emails with defense counsel regarding award to Plaintiff and edits to be made to SARs to account for agreement.	625.00	0:24	250.00	70,117.50
09/10/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:12	140.00	70,257.50
09/16/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	70,467.50
09/17/2024	No	Monnett DeLaTorre	Several emails to defense counsel following up on agreements.	625.00	0:18	187.50	70,655.00
10/02/2024	No	Monnett DeLaTorre	Revise PAGA SAR and individual SAR to account for agreement as to amount to be awarded to Plaintiff and email revised agreements to defendant	625.00	0:30	312.50	70,967.50
10/03/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	71,177.50
10/07/2024	No	Monnett DeLaTorre	Follow up email to defense counsel regarding revised SARs.	625.00	0:06	62.50	71,240.00
10/10/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	71,450.00
10/16/2024	No	Jean Claude Lapuyade	Settlement - TCW Clint Re MOU	700.00	0:36	420.00	71,870.00
10/17/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Approval Motion	700.00	0:12	140.00	72,010.00
10/21/2024	No	Monnett DeLaTorre	Review draft motion for approval sent to defense counsel for comments, along with draft proposed order.	625.00	1:18	812.50	72,822.50
10/23/2024	No	Monnett DeLaTorre	Follow up emails to defense counsel regarding revised SARs needed and comments and redlines as to points and authorities in support of approval motion.	625.00	0:12	125.00	72,947.50
10/25/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	700.00	0:18	210.00	73,157.50
11/04/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	73,367.50
11/08/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	73,577.50

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/12/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0:18	210.00	73,787.50
11/14/2024	No	Monnett DeLaTorre	Emails to defense counsel and staff regarding status of long form settlement agreement.	625.00	0:12	125.00	73,912.50
11/15/2024	No	Perssia Razma	Case management- joint cmcs	425.00	0:12	85.00	73,997.50
11/18/2024	No	Perssia Razma	Case management- reviewed joint statement draft	425.00	0:12	85.00	74,082.50
Total for Olisaemeka v. Lynwood (002-362)					132:36	\$74,082.50	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Olisaemeka v. Lynwood (002-362)						
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	3.78	3.78
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	6.30	10.08
07/15/2022	Expense		One Legal LLC	One Legal Order Number: 18563156 - Filing Fee Re: Joint Status Conference Report, Proof of Service	17.19	27.27
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	0.10	27.37
10/05/2022	Expense		One Legal LLC	One Legal Order Number: 19042525 - Filing Fee Re: Case Management Statement, Proof of Service	17.19	44.56
10/11/2022	Expense		Case Anywhere	Inv. 267389	130.80	175.36
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.30	175.66
01/09/2023	Expense		Case Anywhere	Inv. 275953	171.00	346.66
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.10	346.76
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	2.22	348.98
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	4.60	353.58
04/08/2023	Expense		One Legal LLC	One Legal Order no. 20166260 - Filing Fee Re: Joint Status Conference, Proof of Service	17.66	371.24
04/17/2023	Expense		Case Anywhere	Inv. 284757	147.00	518.24
04/30/2023	Journal Entry	April 2023 Postage		Copies for March 2023	0.50	518.74
07/06/2023	Expense		Case Anywhere	Inv. 293787	171.00	689.74
07/14/2023	Expense		One Legal LLC	One Legal Order Number: 20784036 - Photocopy Charges Re: Stipulation and Proposed Order to Lift Stay	63.06	752.80
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.20	753.00
09/15/2023	Expense		One Legal LLC	One Legal Order Number: 21211699 - Filing Fee Re: Joint Status Conference	17.66	770.66

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
				Report, Proof of Service		
09/27/2023	Check	3448	McKelvey Resolution		3,750.00	4,520.66
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.30	4,520.96
10/06/2023	Expense		Case Anywhere	Inv. 303254	159.00	4,679.96
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.75	4,680.71
10/31/2023	Journal Entry	Oct. 2023 Postage		Postage for October 2023	1.26	4,681.97
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.10	4,682.07
01/08/2024	Expense		Case Anywhere	Inv. 313178	135.00	4,817.07
01/09/2024	Check	3616	Berger Consulting Group	Inv. 9859	2,460.00	7,277.07
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.60	7,277.67
03/26/2024	Expense		One Legal LLC	One Legal Order No. 22521579 - Filing Fee Re: Stipulation and Order, Proof of Service	40.30	7,317.97
03/31/2024	Journal Entry	Mar 2024 Postage		Copies for March 2024	0.20	7,318.17
04/09/2024	Expense		LA Superior Court		5.00	7,323.17
04/24/2024	Check	3776	Berger Consulting Group	Inv. 11354	0.00	7,323.17
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.30	7,323.47
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.30	7,323.77
07/11/2024	Expense		Case Anywhere	Inv. 334136	135.00	7,458.77
07/31/2024	Journal Entry	July 2024 Copies		Copies for July 2024	0.20	7,458.97
09/11/2024	Expense		One Legal LLC	One Legal Order No. 23705647 - Filing Fee Re: Joint Status Conference Report, Proof of Service	19.71	7,478.68
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.10	7,478.78
10/08/2024	Expense		Case Anywhere	Inv. 345580	147.00	7,625.78
10/17/2024	Check	3996	Berger Consulting Group	Inv. 11354	240.00	7,865.78
10/31/2024	Journal Entry	October 2024		October 2024 Printing	0.20	7,865.98

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
		Printing				
11/19/2024	Expense		One Legal LLC	One Legal Order No. 24169644 - Filing Fee Re: Motion re: Joint Status Conference Report, Proof of Service	21.37	7,887.35
Total for Olisaemeka v. Lynwood (002-362)					\$7,887.35	
TOTAL					\$7,887.35	

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);