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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

LUISA PEREZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. FRESNO POSTACUTE CARE, LLC, a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 22CECG02916 Honorable Kristi Culver Kapetan Department 502 **DECLARATION OF TARA ZABEHI IN SUPPORT OF PLAINTIFF'S RENEWED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS** [Notice of Renewed Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Declaration of Plaintiff (Luisa Perez); Declaration of Proposed PAGA Settlement Administrator (Lisa Mullins), and [Proposed] Order and Judgment filed concurrently herewith] Hearing Date: June 24, 2025 Hearing Time: 3:27 p.m. Department: 502 Complaint Filed: September 15, 2022 Trial Date: None Set

DECLARATION OF TARA ZABEHI

I, Tara Zabehi**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Luisa Perez ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

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

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

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Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles

County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin Aiwazian and Arby Aiwazian, Lawyers *for*

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Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am an attorney duly licensed to practice before all courts of the State of California and I am an attorney at Lawyers *for* Justice, PC. In May of 2016, I graduated from Pepperdine University School of Law with a Juris Doctorate degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Certificate in Dispute Resolution program. In June of 2013, I obtained a Bachelor of Arts degree in History and graduated with college honors from University of California, Los Angeles. From approximately August 2014 to approximately November 2014, I served as a Judicial Extern to the Honorable James Kaddo of the Los Angeles Superior Court. In 2017, I obtained a license to practice law from the California State Bar. Since 2017, I have worked at Lawyers *for* Justice, PC and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions. At Lawyers *for* Justice, PC, I have worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, attending mediations, and preparing for trial. I have played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Davis v. Superior Med Surgical, Inc.* (San Bernardino County Superior Court Case No. CIVDS1505744), *Tellez v. Harvest Container Co., Inc.* (Tulare County Superior Court Case No. VCU64528), *Vilitchai v. Ametek Programmable Power, Inc., et al.* (San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL), and *Sanchez, et al. v. Auto-Chlor System of Washington, Inc.* (Los Angeles County Superior Court Case No. BC707670). I have worked on over two hundred fifty (250) class action or representative action cases which have resulted in settlement.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

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

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

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

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

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

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

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor

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of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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

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

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

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a

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wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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

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

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

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.

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Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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

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

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

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

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

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

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

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

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

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

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA

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representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

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

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

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

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. On November 18, 2024, the court granted final approval of the class and PAGA representative action settlement. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

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

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

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

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

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

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

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

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

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

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

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted

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in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Luisa Perez, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Fresno PostAcute Care, LLC ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period between June 29, 2021 to January 15, 2024. Based on information provided by Defendant as of March 24, 2024, there were approximately Two Hundred Sixty-Seven (267) Aggrieved Employees who worked Five Thousand Eight Hundred Thirty-Nine (5,839) Compensable Pay Periods during the PAGA Period.[1]

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf

[1] Plaintiff's original motion contained a typographical error stating the pay periods as 6,423. The actual number of pay periods is 5,839, as stated in the Settlement Agreement.

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of Plaintiff Luisa Perez that was dated June 29, 2022 ("PAGA Notice"). The PAGA Notices were sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as "**EXHIBIT 2**."

11. Defendant has agreed to pay the gross amount of One Hundred Forty-One Thousand One Hundred and Twenty-Eight Dollar and Sixty-Three Cents ($141,128.63) ("Total Settlement Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of $49,395.02 for attorneys' fees and $5,269.58 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of $7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to $6,000.00 to the PAGA Settlement Administrator. Assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $72,964.03. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $54,723.02 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be $18,241.01 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain ILYM Group, Inc. ("ILYM" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $6,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

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THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

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

13. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the Parties participated in settlement negotiations to try to resolve the lawsuit. In the course of settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

14. On April 18, 2023, Defendant filed its Motion to Compel Individual Arbitration.

15. After engaging in litigation, the Parties met and conferred and agreed to attend mediation in an effort to reach a resolution. The Parties had originally scheduled mediation with a private mediator. However, upon the exchange of data and information, the Parties determined it would not be in the best interests of the aggrieved employees to expend additional costs towards private mediation, and instead conducted their negotiations at arm's length between the Parties in an adversarial position. The Parties eventually reached a Settlement on or about December 12, 2023.

16. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for arbitration of Plaintiff's individual claims and trial with respect to the remaining non-individual PAGA claim in this

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matter. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a vast amount of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel served the following discovery requests on Defendant: Form Interrogatories-General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two), Request for Admission (Set One). On April 5, 2023, Plaintiff also propounded a Person Most Knowledgeable (PMK) deposition notice of Defendant. Defendant provided responses to the above-mentioned discovery and PMK deposition notice on May 9, 2023. The PMK deposition did not go forward. However, Plaintiff also subpoenaed the deposition of a few individuals who were Defendant’s declarants and conducted depositions. In total, through informal and formal discovery, Defendant produced a vast amount of documents, which Plaintiff’s Counsel analyzed to evaluate the potential PAGA penalties at issue. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included but was not limited to: meeting and conferring with Defendant’s counsel regarding the pleadings, case management, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, settlement agreement, and settlement approval motion papers; and preparing for and appearing for court proceedings, and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

17. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California

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Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

18. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in further arbitration and court proceedings. Defendant filed its Motion to Compel Arbitration and only withdrew its motion after the Parties agreed to a settlement. Had the case not settled, proceeding with arbitration would have been costly in terms of both time and money. Further, in order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them (as discussed in Paragraph 22-28, infra). By doing so, Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim and offered a comparison of what class members could potentially win if they had pursued their claims through litigation. Based on the calculation, class members could potentially win an

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amount similar to the Net Settlement Amount.

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

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

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

THE VALUE OF THE PAGA CLAIM

22. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

23. Plaintiff alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs. Specifically, Plaintiff contends that Defendant required Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and to remain on premises during rest periods and perform work. Further, Plaintiff

contends that Defendant failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums, improperly deducted meal period time, and implemented an improper rounding procedure. Based on Plaintiff's Counsel's investigation, the key issues for the off-the-clock claims is that aggrieved employees were required to go through COVID screening protocols and respond to work-related inquiries. Based on Plaintiff's Counsel's investigation, the key issues for the meal and rest break claims is that aggrieved employees were required to stay on premises for rest breaks and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks. As a result, Plaintiff contends that Defendant did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed by Defendant, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Plaintiff contends that Defendant failed to reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use of personal cell phones, purchase and maintenance of scrubs, stethoscope, and blood pressure cuffs, and purchase and maintenance of footwear, for work purposes.

24. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that much of the workforce was exempt (under Wage Order 5-2001 and/or applicable domestic worker and caregiver laws), signed meal waivers, and/or was subject to arbitration agreements, that Defendant correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations

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and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed.

25. Plaintiff's Counsel considered information obtained through investigations and from Plaintiffs, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

26. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be $570,550.00 [(267 initial violations x $50) + (5,572 subsequent violations x $100)]. A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $199,692.50), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $49,923.13), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to

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$7,488.47).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $1,419,700.00 [(267 initial violations x $100) + (5,572 subsequent violations x $250)]. A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $496,895.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $124,223.75), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $18,633.56).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $570,550.00 [(267 initial violations x $50) + (5,572 subsequent violations x $100)]. A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $199,692.50), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $59,907.75), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $8,986.16).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $570,550.00 [(267 initial violations x $50) + (5,572 subsequent violations x $100)]. A discount of 65% was applied to account for the risks associated Defendant's arbitration agreements and

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demonstrating manageability (bringing the value of civil penalties closer to $199,692.50), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $49,923.13), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $7,488.47).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that she and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $15,300.00 (153 violations x $100 civil penalties). A discount of 65% was applied to account for the risks associated with Defendant's arbitration

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agreements and demonstrating manageability (bringing the value of civil penalties closer to $5,355.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,338.75), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $200.81).

i. <u>Failure to Provide Compliant Wage Statements</u>: The potential value of civil penalties was estimated to be $1,068,000.00 (267 initial violations x $4,000 statutory maximum penalty). A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $373,800.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $112,140.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $16,821.00).

f. <u>Failure to Maintain Payroll Records</u>: The potential value of civil penalties was estimated to be $133,500.00 (during the time period from June 29, 2021 to January 15, 2024 ("PAGA Period") 267 aggrieved employees x $500). A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $46,725.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $11,681.25), and a discount of 80% was applied

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to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $2,336.25).

g. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $1,141,100.00 [(267 initial violations x $100) + (5,572 subsequent violations x $200)]. A discount of 65% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $399,385.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $79,877.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $11,981.55).

27. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately $5 million, if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,950 for each of 267 individuals, this would yield potential civil penalties in the amount of $520,650.00, and discounting that amount of civil penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $78,098.00.

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28. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc*. (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of $100 per pay period is applied to each pay period. Here, there are approximately 5,839 pay periods in the relevant PAGA period, which would generate an unstacked PAGA exposure of $583,900.00, and discounting that amount of civil penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $87,585.00.

29. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

30. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $49,395.02, which represents approximately thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in

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commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

31. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **115.40 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

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

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(Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

33. The Settlement provides for reimbursement of litigation costs and expenses of up to $25,000.00. Plaintiff's Counsel seeks reimbursement of $5,269.58 for litigation costs and expenses incurred in this case. Plaintiff's Counsel originally sought reimbursement of $15,362.10 in costs in Plaintiff's Motion for Approval of Private Attorneys General Act filed back on August 30, 2024. On December 31, 2024, the Court issued a tentative ruling denying Plaintiff's Motion for Approval of Private Attorneys General Act, citing several issues and one of them being the mediation costs. The Court's tentative brought to light the fact that the $10,450.00 difference in costs is attributed to a pre-paid, canceled mediation that Signature Resolutions, the mediation service provider used, failed to refund Plaintiff's Counsel for. Since the Court's tentative ruling, Plaintiff's counsel reached out to Signature Resolutions and they admitted to mistakenly failing to refund the costs for this mediation. Signature Resolutions has issued a refund for the canceled mediation and Plaintiff's Counsel has deducted the refunded amount from the costs initially sought. Additionally, since filing Plaintiff's Motion for Approval of PAGA Settlement additional costs have been incurred. Therefore, the $5,269.58 in litigation costs and expenses Plaintiff's counsel is seeking accurately reflects costs and expenses incurred to date. Attached as "**EXHIBIT 4"** is updated costs removing the mediation fee.

34. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($25,000.00) allocated under the Settlement Agreement for reimbursement

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of litigation costs and expenses. The cost savings of $19,730.42 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF

35. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the total amount of $7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter.

36. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim.

37. Plaintiff took on the challenge and risk of commencing and maintaining this action, and she has not yet received any monetary benefit for serving as a PAGA representative or for the help she has provided to Plaintiff's Counsel, to date. Plaintiff put her own interests aside and brought a lawsuit not just for her own benefit, but instead, a lawsuit as a proxy and agent of the State of California, to seek enforcement of the law and recovery of civil penalties pertaining to all Aggrieved Employees. Plaintiff retained Lawyers *for* Justice, PC to represent her in this action, and Lawyers *for* Justice, PC has incurred expenses on Plaintiff's behalf (as discussed in Paragraph 45, infra), to further prosecution of this action.

38. Although the express statutory terms of PAGA do not address incentive awards, the reasons for awarding incentive awards in class actions may similarly be present in PAGA litigation. "Incentive awards are commonly awarded in the context of class action settlements,

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which bear many similarities to settlements in PAGA cases." (*Smith v. Homeguard, Inc.* (Cal. Super. Oct. 28, 2020), No. 18CV333804, 2020 WL 6749810, at *2.) Indeed, "[m]any if not most PAGA settlements include an 'incentive award' paid to the named representative." (See *Carillo v. Blusky Restoration Contractors LLC* (Cal.Super. June 29, 2022), No. CIVSB2105793, 2022 WL 18406637, at *1 (recognizing incentive awards in PAGA settlements).) "The Legislature's sole purpose in enacting PAGA was 'to augment the limited enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.' [citation]." (*Adolph v. Uber Technologies, Inc*. (2023) 14 Cal.5th 1104, 1122.) At least one court has recognized that providing financial incentives to employees to serve as a PAGA plaintiff in actions that will recover civil penalties for Labor Code violations is consistent with PAGA's purpose. (See *Galindo*, 2021 WL 9880030, at *1 (incentive awards to PAGA plaintiffs further the enforcement goal of the statute).) Because the aggrieved employee bears some risk in commencing the suit, both financial and otherwise, and must expend time and resources in pursuit of the litigation, incentive awards may be appropriate in PAGA actions.

39. Under the terms of the Settlement Agreement § 8(b), upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from the following claims:

> any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and

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> Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542. (Settlement Agreement, § 8(b).)

40. Because Plaintiff's release of claims is much broader than the Aggrieved Employees' release of claims, the General Release Fee is provided in consideration of the additional general release. Further, California Labor Code section 2699 allows for the resolution of an individual Plaintiff's non-PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Shares she will receive as an Aggrieved Employee for her share of the Net Settlement Amount.

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

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

Executed this 11th day of April 2025, at Glendale, California.

Tara Zabehi

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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

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

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately March 2022, to approximately April 2022;

(b) On June 29, 2022, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-892170-22 (the "PAGA Notice");

(c) On September 15, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Luisa Perez v. Fresno PostAcute Care, LLC*, Fresno Superior Court Case No. 22CECG02916 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On or about December 12, 2023, the Parties reached the Settlement described herein after engaging in extensive informal negotiations, and the Settlement described herein will resolve the Action in its entirety;

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

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

3. **Consideration**.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of One Hundred Forty-One Thousand One Hundred and Twenty-Eight Dollars and Sixty-Three Cents ($141,128.63) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is Forty-Nine Thousand Three Hundred Ninety-Five Dollars and Two Cents ($49,395.02) if the Total Settlement Amount remains $141,128.63, and reimbursement of litigation costs and expenses in the amount of up to Twenty-Five Thousand Dollars ($25,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars ($7,500.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars ($6,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator").

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

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period June 29, 2021, to January 15, 2024, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 295 individuals who worked approximately 5,839 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 5,839, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 6,423 Compensable Pay Periods.

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

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the

consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. If the Court approves of this Settlement Agreement subject to modification of any or all of Sections 3(a)(2), 3(a)(3), or 3(a)(4) so as to allow for an award of attorneys' fees, a General Release Fee, and/or Settlement Administration Costs in amounts less than the maximum amounts set forth therein, this Settlement Agreement shall nevertheless remain in full force and effect and Plaintiff shall not be entitled to rescind or void this Settlement Agreement on account of such modified conditional approval of the terms of this Settlement Agreement.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement Agreement; and pursuant to the schedule therefor provided in Section 7.

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

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

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

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

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Jose-Manuel A. de Castro of De Castro Law Group, P.C. ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

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

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

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, in two equal installments, according to the following payment plan: (1) The First Installment Payment is due within 4 months of the Court's order granting approval of this Settlement Agreement ("The First Installment Payment"); and (2) The Second Installment Payment is due within 4 months after the First Installment Payment ("The Second Installment Payment"). If the date by which the First Installment Payment or Second Installment Payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between June 29, 2021 to January 15, 2024 ("Compensable Pay Periods"), which will be provided to the Settlement Administrator by Defendant. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

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

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

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods worked during the PAGA Period.

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

(3) No later than ten (10) calendar days after approval and the PAGA Settlement Administrator receives the Aggrieved Employees List and after The First Installment Payment Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package. The PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff no later than ten (10) days after The First Installment Payment Amount has been received.

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

(d) No later than ten (10) calendar days after the PAGA Settlement Administrator receives The Second Installment Payment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than ten (10) calendar days after the PAGA Settlement Administrator receives The Second Installment Payment, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than ten (10) calendar days after the PAGA Settlement Administrator receives The Second Installment Payment, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

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

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

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

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

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

9. **Governing Law and Interpretation**.

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

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

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

11. **Miscellaneous**.

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

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

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

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

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

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

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

Date: 05/23/2024 ,2024

Luisa Perez
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Fresno PostAcute Care, LLC

Date: 5/21 , 2024

Name:
Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: May 24 , 2024

Arby Aiwazian
Joanna Ghosh
Tara Zabehi
Attorneys for Plaintiff Luisa Perez

DE CASTRO LAW GROUP, P.C.

Jose-Manuel A. de Castro Digitally signed by Jose-Manuel A. de Castro
Date: 2024.05.29 12:49:20 -07'00'

Date: ______________________, 2024

Jose-Manuel A. de Castro
Attorneys for Defendant Fresno PostAcute Care, LLC

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Luisa Perez v. Fresno PostAcute Care, LLC*, Fresno Superior Court Case No. 22CECG02916

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Luisa Perez v. Fresno PostAcute Care, LLC*, Fresno Superior Court Case No. 22CECG02916. ("Action").

The lawsuit was filed on September 15, 2022 by Luisa Perez ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on September 15, 2022, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-892170-22 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Fresno PostAcute Care, LLC ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period June 29, 2021, to January 15, 2024, ("Aggrieved Employees"). The period June 29, 2021 to January 15, 2024 is the "PAGA Period".

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

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

> "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
>
> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001

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

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

EXHIBIT 2

LAWYERS FOR JUSTICE PC

June 29, 2022

BY ONLINE SUBMISSION

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

Re: ***FRESNO POSTACUTE CARE, LLC***

Dear Representative:

We have been retained to represent Luisa Perez against Fresno Postacute Care, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "FPC") for violations of California wage-and-hour laws. Ms. Perez 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. Perez 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.

FPC employed Ms. Perez as an hourly-paid, non-exempt employee from approximately March 2022 to approximately April 2022, in the State of California.

The "aggrieved employees" that Ms. Perez 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.

Based on the following facts and theories, FPC 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.

FPC 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, COVID screening protocols and responding to work-related inquires. FPC rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored FPC 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. Perez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Perez 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, FPC required Ms. Perez 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. FPC 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, FPC failed to pay Ms. Perez 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, FPC failed to pay Ms. Perez 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, FPC did not provide Ms. Perez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from FPC 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. Perez 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. Perez 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. Perez 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. Perez 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. Perez 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, FPC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Perez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, FPC did not provide Ms. Perez 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, FPC failed to pay Ms. Perez 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. Perez 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, FPC failed to pay Ms. Perez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Perez 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. Perez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by FPC. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools, equipment, and supplies, including but not limited to, a stethoscope and blood pressure cuffs.

Therefore, on behalf of all aggrieved employees, Ms. Perez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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

With kind regards,

Edwin Aiwazian, Esq.

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

Fresno Postacute Care, LLC
c/o Maneesh Bansal
Chief Executive Officer
1233 A Street,
Fresno, CA 93706

EXHIBIT 3

LUISA PEREZ V. FRESNO POSTACUTE CARE, LLC
Fresno Superior Court Case No. 22CECG02916

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *for* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Luisa Perez ("Plaintiff") during the Case	29.10
Investigate, Communicate with, and/or Aggrieved Employees and/or Percipient Witnesses	5.60
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 15, 2022)	4.20
Review Court's Notice of Case Management of Conference and Assignment of Judge for All Purposes (filed on September 16, 2022)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act (served on December 15, 2022), and Research Affirmative Defenses in Defendant's Answer	0.50
Review Defendant's Case Management Statement (served on December 27, 2022)	0.10
Draft Plaintiff's Case Management Statement (filed on December 27, 2022)	0.30
Draft Plaintiff's Notice of Appearance (filed on January 9, 2023)	0.10

Draft Plaintiff's Notice of Posting Jury Fees (filed on January 9, 2023)	0.10
Review Court's Case Management Conference Minutes/Order to Show Cause (filed on January 11, 2023)	0.10
Draft Plaintiff's Stipulation Regarding Alternative Dispute Resolution (ADR) (filed on April 7, 2023)	0.20
Review Defendant's Notice of New Hearing Date as to Defendant Fresno PostAcute Care, LLC's Motion to Compel Individual Arbitration (served on August 11, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation of Settlement (filed on December 22, 2023)	0.30
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Vacate Trial and Related Deadlines; [Proposed] Order (filed on December 22, 2023)	0.40
Review Court's Order Re: Joint Stipulation to Vacate Trial and Related Deadlines (filed January 2, 2024)	0.10
Review Court's Notice of Calendar Setting (filed on February 2, 2024)	0.10
Review Defendant's Case Management Statement (served on February 21, 2024)	0.20
Draft Plaintiff's Notice of Remote Appearance (filed on February 23, 2024)	0.10
Review Defendant's Notice of Remote Appearance (served on February 26, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on February 26, 2024)	0.10
Draft Plaintiff's Case Management Statement (filed on February 29, 2024)	0.20
Review Court's Law and Motion Minute Order regarding Case Management Conference (filed on March 7, 2024)	0.10

Draft Plaintiff's Case Management Statement (filed on May 21, 2024)	0.20
Review Defendant's Case Management Statement (served on May 28, 2024)	0.20
Review Defendant's Notice of Remote Appearance (served on May 28, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on May 28, 2024)	0.10
Draft Plaintiff's Notice of Remote Appearance (served on May 29, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on May 29, 2024)	0.10
Review Court's Law and Motion Minute Order Regarding Case Management Conference (filed on June 5, 2024)	0.10
Draft Plaintiff's Case Management Statement (filed on August 26, 2024)	0.20
Draft Plaintiff's Notice of Remote Appearance (filed on August 26, 2024)	0.10
Draft Plaintiff's Case Management Statement (filed on August 26, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on August 28, 2024)	0.10
Review Court's Minute Order (filed on August 28, 2024)	0.10
Draft Plaintiff's Notice of Remote Appearance (filed on October 8, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on October 9, 2024)	0.10
Review Court's Law and Motion Minute Order Regarding Motion to Approve PAGA Settlement (filed on October 22, 2024)	0.10

Review Court's Tentative Ruling Re: Approve PAGA Settlement (filed on October 22, 2024)	0.20
Meet and Confer with Defendant's Counsel, and Draft Joint Stipulation to Allow Plaintiff to File Oversized Memorandum In Support of Renewed Motion for Approval of Private Attorneys General Act (Cal Labor Code Section 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; [Proposed] Order (filed on October 24, 2024)	0.60
Review Court's Order Re: Draft Joint Stipulation to Allow Plaintiff to File Oversized Memorandum In Support of Renewed Motion for Approval of Private Attorneys General Act (Cal Labor Code Section 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (October 28, 2024)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on November 4, 2024)	0.10
Draft Plaintiff's Case Management Statement (filed on November 21, 2024)	0.10
Draft Plaintiff's Notice of Remote Appearance (filed on November 22, 2024)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on November 22, 2024)	0.10
Draft Plaintiff's Notice of Change of Address or Other Contact Information (filed on December 18, 2024)	0.20
Draft Plaintiff's Notice of Remote Appearance (filed on December 20, 2024)	0.10
Review Defendant's Notice of Remote Appearance (filed on December 20, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on December 30, 2024)	0.10
Review Court's Order Regarding Remote Appearance (filed on December 30, 2024)	0.10
Review Court's Tentative Ruling Re: PAGA Settlement Approval (filed on December 31, 2024)	0.30

Review Court's Law and Motion Minute Order Regarding Court's Order Denying Plaintiff's Motion for Approval of PAGA Settlement (filed on December 31, 2024)	0.10
Appearances	
Prepare for and Telephonically Attend Initial Case Management Conference (January 11, 2023)	0.30
Prepare for and Telephonically Attend Case Management Conference (March 7, 2024)	0.80
Prepare for and Telephonically Attend Case Status Conference (June 5, 2024)	0.40
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Luisa Perez (served on May 3, 2022)	1.10
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Luisa Perez	1.80
Draft Plaintiff's Form Interrogatories – General (Set One), Requests for Admission, Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on April 5, 2023)	2.20
Draft Plaintiff's First Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; May 19, 2023) (served on April 5, 2023)	1.50
Review Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Requests for Admission, Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on May 9, 2023)	0.60

Draft Meet and Confer Letter Re: Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One) and (Set Two), Requests for Admission (Set One), and Requests for Production of Documents (Set One) (served on May 24, 2023)	2.40
Draft Plaintiff's Deposition Subpoena for Personal Appearance (July 25, 2023; Akash Lal) (served on June 20, 2023)	0.20
Draft Plaintiff's Deposition Subpoena for Personal Appearance (July 25, 2023; Virginia Mogale) (served on June 20, 2023)	0.20
Prepare for and Take the Deposition of Defendant's Person Most Knowledgeable Akash Lal (July 25, 2023; Zoom) and Review Deposition Transcript	2.90
Prepare for and Take the Deposition of Defendant's Person Most Knowledgeable Virginia Mogale (July 25, 2023; Zoom) and Review Deposition Transcript	3.10
Letters and Correspondence	
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on June 29, 2022)	1.60
Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	12.80
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation/Settlement Negotiations	8.60
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on May 29, 2024), and Draft Notice of Class Action Settlement	6.10
Law and Motion	

Review Defendant's Notice of Motion and Motion to Compel Individual Arbitration; Memorandum of Points and Authorities; Declarations of Akash Lal, Virginia Mogale, and José-Manual A. De Castro In Support Thereof (served on April 18, 2023)	6.40
Research and Draft Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Points and Authorities, Declaration of Tara Zabehi in Support Thereof, Declaration of Luisa Perez In Support Thereof, and [Proposed] Order and Judgement Granting Approval (filed on August 30, 2024)	16.10
Total Hours:	115.40

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Perez vs. Fresno PostAcute Care, LLC (PAGA)

Date	Payee	Expense Description	Amount
5/3/2022	U.S. Postmaster	Postage	$14.76
6/29/2022	U.S. Postmaster	Postage	$7.38
6/29/2022	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
9/16/2022	Legal Document Server, Inc.	Attorney Service	$44.86
9/16/2022	Fresno Superior Court	Complaint Filing Fee	$435.00
10/14/2022	ProLegal	Attorney Service	$73.26
11/15/2022	Legal Document Server, Inc.	Attorney Service	$15.50
12/27/2022	Legal Document Server, Inc.	Attorney Service	$15.50
1/9/2023	Legal Document Server, Inc.	Attorney Service	$25.63
1/9/2023	Fresno Superior Court	Jury Fee	$150.00
1/12/2023	CourtCall, LLC	Attorney Service	$72.00
1/24/2023	Legal Document Server, Inc.	Attorney Service	$15.50
4/5/2023	General Logistics Systems US, Inc.	Courier Service	$20.77
4/7/2023	Legal Document Server, Inc.	Attorney Service	$15.70
6/20/2023	ProLegal	Attorney Service	$971.56
7/25/2023	Esquire Deposition Solutions, LLC	Court Reporter	$1,210.97
7/25/2023	Esquire Deposition Solutions, LLC	Court Reporter	$1,256.47
7/25/2023	Kareen Shatikian	Travel Reimbursement	$26.00
7/25/2023	Esquire Deposition Solutions, LLC	Videography Service	$375.00
12/26/2023	Legal Document Server, Inc.	Attorney Service	$17.09
2/26/2024	Legal Document Server, Inc.	Attorney Service	$15.55
2/29/2024	Legal Document Server, Inc.	Attorney Service	$15.55
5/21/2024	Legal Document Server, Inc.	Attorney Service	$15.55
5/29/2024	Legal Document Server, Inc.	Attorney Service	$27.50
8/26/2024	Legal Document Server, Inc.	Attorney Service	$15.55
8/27/2024	Legal Document Server, Inc.	Attorney Service	$15.55
9/4/2024	Legal Document Server, Inc.	Attorney Service	$19.87
9/4/2024	Fresno Superior Court	Motion Fee	$60.00
10/9/2024	Legal Document Server, Inc.	Attorney Service	$16.45
10/25/2024	Legal Document Server, Inc.	Attorney Service	$17.09
10/25/2024	Fresno Superior Court	Stipulation & Order Fee	$20.00
11/4/2024	Legal Document Server, Inc.	Attorney Service	$16.45
11/22/2024	Legal Document Server, Inc.	Attorney Service	$64.72
11/22/2024	Fresno Superior Court	Motion Fee	$60.00
12/20/2024	Legal Document Server, Inc.	Attorney Service	$16.45
12/30/2024	Legal Document Server, Inc.	Attorney Service	$16.45
1/24/2025	Legal Document Server, Inc.	Attorney Service	$18.90

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Perez vs. Fresno PostAcute Care, LLC (PAGA)

Total: **$5,269.58**