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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

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

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED
LIFESTYLE SERVICES, LLC, an
unknown business entity; PLANNED
LIFESTYLE SERVICES, INC., a New
Jersey corporation; PLANNED
BUILDING SERVICES, INC., a New
Jersey corporation; PLANNED
BUILDING SERVICES, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

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

Plaintiff,

v.

PLANNED COMPANIES, an unknown
business entity; PLANNED

Case No.: CJC-23-005283

Honorable Jeffrey S. Ross
Department 606

**DECLARATION OF TRAVIS J. MAHER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEES, AND PAGA
SETTLEMENT ADMINISTRATION COSTS**

[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 Fees,
and Settlement Administration Costs; Declaration
of Plaintiffs (Ana Gonzalez and Claudia Palacios);
and [Proposed] Order and Judgment filed
concurrently herewith]

Date: March 27, 2025
Time: 10:00 a.m.
Department: 606

LIFESTYLE SERVICES, LLC, an
unknown business entity; PLANNED
LIFESTYLE SERVICES, INC., a New
Jersey corporation; PLANNED
BUILDING SERVICES, INC., a New
Jersey corporation; PLANNED
BUILDING SERVICES, LLC, an
unknown business entity; PLANNED
SECURITY SERVICES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

DECLARATION OF TRAVIS J. MAHER

I, TRAVIS J. MAHER, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Ana Gonzalez and Claudia Palacios (“Plaintiffs”). 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 Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth

1 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
2 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
3 Appellate District. In December of 2004, he obtained a license to practice law from the
4 California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has
5 almost exclusively focused on the prosecution of consumer and employment class actions. He
6 has successfully obtained class certification by contested motion practice in approximately
7 fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action
8 cases.

9 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
10 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
11 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
12 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to
13 the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate
14 District. From approximately August 2008 to approximately December 2008, he served as a
15 Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals
16 for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to
17 practice before all courts of the State of California and all United States District Courts in the
18 State of California. He has worked on many wage-and-hour class action and representative
19 action cases, taking the lead in taking and defending depositions, arguing motions, and attending
20 mediations. He has played an integral role in preparing matters for class certification, including
21 and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
22 County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles
23 County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda
24 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action
25 or representative cases have resulted in settlements that have been granted court approval. He
26 has handled over one hundred and fifty (150) mediations and worked on over two hundred and
27 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.5th 175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin Aiwasian and Arby Aiwasian, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

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. I received a Bachelor of Science degree from Tulane University in 2003, a Master of Science degree from the University of

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

9 **THE LAWSUIT**

10 7. Defendant Planned Building Services, Inc. (“Defendant”) is located in San
11 Francisco, California, and provides a variety of property services to residential and commercial
12 customers, including maintenance and cleaning services. Plaintiffs Ana Gonzalez and Claudia
13 Palacios are former employees of Defendant.

14 8. Plaintiffs have satisfied the prerequisites under California Labor Code section
15 2699.3(a), including, and not limited to, providing the California Labor and Workforce
16 Development Agency (“LWDA”) and the employer with written notice of the specific
17 provisions of the California Labor Code that are alleged to have been violated, including the
18 facts and theories to support the alleged violations, by way of written correspondence on behalf
19 of Plaintiff Ana Gonzalez that was dated October 4, 2022 (“Gonzalez PAGA Notice”), and by
20 way of written correspondence on behalf of Plaintiff Claudia Palacios that was dated January 3,
21 2023 (“Palacios PAGA Notice”). The PAGA Notices were sent by U.S. Certified Mail to the
22 employers and submitted to the LWDA by way of online submission on the LWDA’s website.
23 Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the
24 PAGA Notices. A true and correct copy of the Gonzalez PAGA Notice and the Palacios PAGA
25 Notice are attached hereto as “**EXHIBIT 1-1**” and “**EXHIBIT 1-2**,” respectively.

26 9. On October 20, 2022, Plaintiff Ana Gonzalez filed a wage and hour class action
27 complaint entitled *Gonzalez v. Planned Companies, et al.*, in the Superior Court of California
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for the County of San Francisco, Case Number CGC22602525 (“Gonzalez Class Action”). On December 8, 2022, Plaintiff Ana Gonzalez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the San Francisco County Superior Court (“Court”), Case No. CGC22603352 (the “Gonzalez PAGA Action”). Plaintiff’s core allegation in the Gonzalez PAGA Action is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other aggrieved employees, of, *inter alia*, failing to pay minimum wages, regular wages, and overtime wages, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination, failing to provide compliant and accurate wage statements, failing to maintain complete and accurate payroll records, failing to reimburse necessary business-related expenses and costs. On July 11, 2023, Plaintiff Caludia Palacios filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant in the San Francisco County Superior Court (“Court”), Case No. CGC23607548 (the “Palacios PAGA Action”). Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other aggrieved employees, of, *inter alia*, failing to pay minimum wages, regular wages, and overtime wages, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination, failing to provide compliant and accurate wage statements, failing to maintain complete and accurate payroll records, failing to reimburse necessary business-related expenses and costs.

10. In both the Gonzalez PAGA Action and the Palacios PAGA Action, Defendant maintained, and continues to maintain, that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that

they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

11. On March 24, 2023, Defendant filed a Motion to Compel Arbitration of Individual PAGA claims and Stay Non-Individual PAGA claims in the Gonzalez PAGA Action. On October 19, 2023, the Honorable Andrew Y.S. Cheng granted Defendant's Motion.

12. On May 5, 2023, Plaintiff Ana Gonzalez filed a Petition for Coordination seeking to coordinate the Gonzalez PAGA Action with a separate class action filed by Plaintiff Ana Gonzalez in San Francisco County, Case Number CGC22602525, and the wage and hour action entitled *Tapia v. Planned Lifestyle Services, Inc.*, Sacramento County, Case Number 34-2022-00325412. The Honorable Jennifer K. Rockwell of Sacramento County Superior Court granted the petition, and also included the Palacios PAGA Action in the coordinated action, which was designated Judicial Council Coordination Proceeding Case No. JCCP 5283, and entitled *Planned Companies Wage Cases*. The coordinated action was assigned to the Honorable Andrew Y.S. Cheng of San Francisco County, and collected together as San Francisco County Case Number CJC23005283. The Gonzalez PAGA Action, the Palacios PAGA Action, and the Gonzalez Class Action are the coordinated actions in the Planned Companies Wage Cases, JCCP 5283.

13. On May 3, 2024, Defendant filed a Motion to Stay Action Pending Arbitration in the Gonzalez Class Action. On July 3, 2024, the Honorable Andrew Y.S. Cheng granted Defendant's Motion.

14. Shortly after the unsuccessful February 5, 2024 private mediation with mediator Michael J. Loeb, Esq., on or about February 13, 2024, Plaintiff Ana Gonzalez submitted her demand for arbitration to JAMS for her individual PAGA claims of the Gonzalez PAGA Action. Thereafter, JAMS designated the matter as JAMS Ref. No. 5220005293, and Barbara A. Reeves, Esq. was selected as the Neutral. After the Parties confirmed that a settlement was reached that included Plaintiff Gonzalez's claims in the JAMS arbitration, JAMS closed the case file on February 11, 2025.

1 15. On January 13, 2025, the coordinated actions (JCCP 5283), were reassigned from
2 the Honorable Andrew Y.S. Cheng to the Honorable Jeffrey S. Ross, effective January 21, 2025.

3 16. On January 29, 2025, the Parties and the Court conducted a Case Management
4 Conference, wherein the Parties discussed the present Settlement, and the Court set a hearing
5 date for the motion for approval of settlement on March 27, 2025 at 10:00 a.m., and set the
6 deadline for the motion to be filed as February 28, 2025.

7 **THE SETTLEMENT REACHED IN THE ACTION**

8 17. Marked and attached hereto as “**EXHIBIT 2**” is the Settlement Agreement of
9 Representative Actions under the California Labor Code Private Attorneys General Act
10 (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiffs, for
11 themselves and on behalf of the State of California and other aggrieved employees pursuant to
12 the Private Attorneys General Act, and Defendant. The parties have also drafted and agreed to
13 the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to
14 Aggrieved Employees when Individual Settlement Shares are distributed to them, in
15 substantially the form attached as “**EXHIBIT A**” to the [Proposed] Order and Judgment
16 Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
17 Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fees, and
18 Settlement Administration Costs. The Court is respectfully requested to approve the proposed
19 Cover Letter.

20 18. The Settlement pertains to the following allegedly aggrieved employees: all
21 current and former hourly-paid or non-exempt employees employed by Defendant in the State
22 of California during the PAGA Period (the “Aggrieved Employees”). The “PAGA Period”
23 means the period from October 4, 2021 through the date of approval of the settlement by the
24 Court.

25 19. Based on information provided by Defendant, there are approximately One
26 Hundred Ninety-Three (676) Aggrieved Employees who worked Sixteen Thousand Five
27 Hundred Eighty (16,580) Compensable Pay Periods.

20. Defendant has agreed to pay the gross amount of \$425,000.00 (“Total Settlement Amount”), subject to the possible increase under Section III(C) 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 up to \$148,750.00 for attorneys’ fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”); (2) General Release Fee of \$10,000.00 to each Plaintiff; and (3) Settlement Administration Costs of up to \$10,000.00 to the PAGA Settlement Administrator. Plaintiffs’ Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$11,738.96, and 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 \$ 237,561.04. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$ 178,170.78 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$ 59,390.26 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based upon 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 \$6,950.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

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

22. 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. These efforts included participating in a full-day mediation on February 5, 2024, conducted by Michael J. Loeb, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the case did not settle at mediation, the Parties continued to engage in lengthy negotiations and settlement discussions and reached an agreement, which is described as the Settlement herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, 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.

23. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs 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 Plaintiffs, Defendant and other sources. Plaintiffs' counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two)) under the coordinated JCCP 5283 action, reviewed

Defendant's objections and responses, and served notices of depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure, wage and hour practices, along with requests for production of documents, to which Defendant objected. Plaintiff Gonzalez also served Defendant with Special Interrogatories and Requests for Production of Documents in her arbitration, to which Defendant provided responses. Defendant also served its own written discovery on Plaintiff Gonzalez in her arbitration. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, and were not limited to, the employment records of Plaintiffs, Defendant's employee handbook(s), and Defendant's operations and employment practices, policies, and procedures, among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, mediation and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, mediation brief, settlement agreement, and settlement approval motion papers; preparing for the mediation and settlement negotiations; and preparing for and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, arbitration agreements, the evidenced produced and analyzed, the possibility of bifurcation of discovery and/or trial and appeals, Industrial Welfare Commission Wage Orders, Plaintiffs' claims and allegations, and Defendant's defenses, as well as facts discovered.

24. Based on investigation and information discovered, Plaintiffs' Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks

1 to recovery. For example, although wage-and-hour actions are amenable to resolution as to a
2 group of employees, some courts have also found that, for various reasons, the issues raised by
3 Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant
4 rest periods, and unreimbursed business expenses, raise individualized issues and/or are
5 unmanageable and thus not suitable for adjudication as to a group of employees.

6 25. Plaintiffs and their counsel have also considered the uncertainty and risk of the
7 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
8 order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in
9 the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants
10 the imposition of penalties.

11 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
12 **OF POSSIBLE OUTCOMES**

13 26. In order to prevail on the PAGA claim, Plaintiffs would have to prove that
14 Defendant engaged in the alleged California Labor Code violations and demonstrate that
15 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-
16 hour actions are amenable to resolution as to a group of employees, some courts have also found
17 that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not
18 suitable for adjudication as to a group of employees.

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

3 28. Defendant also challenged Plaintiffs’ standing as aggrieved employees and denied
4 that any of their other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple
5 courts have taken an approach requiring a plaintiff to establish standing and face the possibility
6 of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union,*
7 *Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA
8 “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v.*
9 *Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial
10 economy supported bifurcation because of the difficulties and inherent uncertainties of being
11 able to establish liability with respect to a large number of potentially aggrieved employees and
12 noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not
13 been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235
14 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the
15 interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the
16 convenience of witnesses, the ends of justice, or the economy and efficiency of handling the
17 litigation would be promoted thereby, on motion of a party, after notice and hearing, make an
18 order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or
19 any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any
20 cause of action or of any separate issue in the interest of convenience or to avoid prejudice);
21 Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing
22 of discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton*
23 *v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is
24 allowed to avoid wasting time and money on trial when litigation of issues could be rendered
25 moot).

26 29. Defendant pointed to case law that held that, given the derivative nature of the
27 PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate
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1 the requisite elements to establish the various alleged violations of the California Labor Code
2 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
3 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
4 reimburse for expenses, etc.

5 30. Further, Defendant also maintained that, in addition to their strong arguments
6 against the underlying claims, taking the current unsettled state of law, it would be unjust to
7 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
8 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
9 established methodology for the valuation and/or assessment of PAGA penalties, and case
10 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
11 actually assessed by trial courts is far less than the amount sought.

12 31. Defendant also argued that an important feature of PAGA is that the Court retains
13 discretion to lower the penalties if, based on the facts and circumstances of the particular case,
14 to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
15 confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*
16 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
17 amount of PAGA penalties awarded to an employee based upon discretionary factors).
18 Defendant maintained, and continue to maintain, that they had and continue to have, legally-
19 compliant employment policies and practices throughout the time period at issue. Even if,
20 arguendo, such violations occurred, which Defendant denies, Defendant contended that said
21 violations would only be considered “initial violations” and thus heightened “subsequent
22 violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v.*
23 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been
24 notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be
25 aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”).
26 Defendant argued that they would be able to show a lack of willfulness in the violations, such
27 that the alleged California Labor Code violations would not be considered “willful.” Defendant
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1 contended that, at best, even if a violation giving rise to a penalty was shown for each pay period,
2 only the lower civil penalty associated with initial violations would apply. As discussed above,
3 Defendant denied and continues to deny that they ever violated any provision of the California
4 Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the
5 violations would not be viewed as subsequent violations giving rise to heightened penalties.
6 Defendant also argued that the Court was unlikely to assess cumulative penalties for the
7 maximum number of possible, separate California Labor Code violations, because it would be
8 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
9 regulated by multiple provisions of the California Labor Code that are interrelated and work in
10 tandem. As such, Defendant contended that cumulative penalties and heightened penalties
11 would be unjust, arbitrary, oppressive, and confiscatory.

12 32. Plaintiffs’ Counsel was also aware of case law indicating that courts have
13 attributed little separate value to PAGA claims, for example, allowing them to be resolved for
14 \$0 where the other underlying California Labor Code claims are being (or have been) resolved,
15 or, assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
16 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
17 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
18 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from
19 the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange
20 County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties
21 requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th
22 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000
23 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per
24 violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No.
25 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San
26 Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties
27 awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-
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SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate Defendant corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

33. While Plaintiffs disagree with Defendant's contentions and maintains that his PAGA claim has merit, in reaching the settlement, Plaintiffs and their counsel took 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.

34. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claims. 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 claim asserted in this

lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Michael J. Loeb, Esq., who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or appeals.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

35. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of \$148,750.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiffs' Counsel, Plaintiff Palacios agreed to a contingency fee of at least forty (40%) of the recovery, and Plaintiff Gonzalez agreed to a contingency fee of at least forty-five percent (45%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the case; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this case.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

36. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. Plaintiffs' Counsel seeks reimbursement of \$11,738.96 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 3." It should be noted that Plaintiffs' 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

1 expenses were reasonable and necessary in the prosecution of this matter and to obtain the
2 Settlement. The amount sought is less than the maximum amount (\$25,000.00) allocated under
3 the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings
4 of \$13,261.04 will be part of the Net Settlement Amount.

5 **GENERAL RELEASE FEES TO PLAINTIFFS**

6 37. For their broader individual waiver and release of claims with a California Civil
7 Code Section 1542 waiver (set forth in Section 8(a) of the Settlement Agreement), the
8 Settlement provides for a General Release Fee to each Plaintiff in the total amount of \$10,000.00
9 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested
10 General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have
11 undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and
12 pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook
13 the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial
14 amount of time and effort discussing his employment with his counsel, gathering and producing
15 relevant documents and information, and providing the facts and evidence necessary to attempt
16 to prove the allegations. Plaintiffs were available whenever their counsel needed them and
17 actively tried to obtain and provide information that would facilitate the pursuit of the PAGA
18 claim. Accordingly, it is appropriate and just for each Plaintiff to receive a General Release
19 Fee, in addition to any individual penalties payment they will receive as an aggrieved employee.

20 38. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA
21 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
22 and adequate, and in the best interests of Plaintiffs, the State of California and other Aggrieved
23 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
24 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated
25 with continued litigation.

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

3 Executed this 28th day of February 2025, at Glendale, California.

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6 Travis J. Maher
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Exhibit 1-1

LAWYERS FOR JUSTICE[®]

October 4, 2022

BY ONLINE SUBMISSION

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

**Re: PLANNED COMPANIES; PLANNED LIFESTYLE SERVICES, LLC;
PLANNED LIFESTYLE SERVICES, INC.; PLANNED BUILDING
SERVICES, INC.; PLANNED BUILDING SERVICES, LLC**

Dear Representative:

We have been retained to represent Ana Yancy Gonzalez against Planned Companies; Planned Lifestyle Services, LLC; Planned Building Services, Inc.; Planned Building Services, Inc.; Planned Building Services, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Planned Companies”) for violations of California wage-and-hour laws. Ms. Gonzalez 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. Gonzalez 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.

Planned Companies employed Ms. Gonzalez as an hourly-paid, non-exempt employee from approximately October 2020 to approximately March 2022, in the State of California.

The “aggrieved employees” that Ms. Gonzalez 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, Planned Companies 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.

Planned Companies 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, completing COVID screening protocols.

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. Gonzalez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Gonzalez 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, Planned Companies required Ms. Gonzalez 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. Planned Companies 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, Planned Companies failed to pay Ms. Gonzalez 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, Planned Companies failed to pay Ms. Gonzalez 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, Planned Companies did not provide Ms. Gonzalez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Planned Companies 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. Gonzalez 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. Gonzalez 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. Gonzalez 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. Gonzalez 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. Gonzalez 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, Planned Companies failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Gonzalez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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

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

retaliates. Any other information the Labor Commissioner deems material and necessary.

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

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Planned Companies did not provide Ms. Gonzalez 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, Planned Companies failed to pay Ms. Gonzalez 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. Gonzalez 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, Planned Companies failed to pay Ms. Gonzalez and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Gonzalez 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. Gonzalez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Planned Companies.

Therefore, on behalf of all aggrieved employees, Ms. Gonzalez 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.

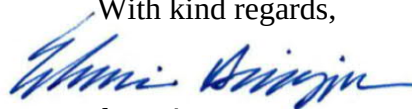
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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

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

Planned Companies
c/o Robert Francis
President
150 Smith Road,
Parsippany, NJ 0704

Planned Lifestyle Services, LLC
Planned Building Services, LLC
150 Smith Road,
Parsippany, NJ 07054

Planned Lifestyle Services, LLC
c/o Steven W. Moore
FOX ROTHSCHILD LLP
Attorney
345 California Street, Suite 2200
San Francisco, CA 94104

Planned Lifestyle Services, Inc.
Planned Building Services, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Exhibit 1-2



January 3, 2023

BY ONLINE SUBMISSION

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

**Re: PLANNED COMPANIES; PLANNED LIFESTYLE SERVICES, LLC;
PLANNED LIFESTYLE SERVICES, INC.; PLANNED BUILDING
SERVICES, INC.; PLANNED BUILDING SERVICES, LLC; PLANNED
SECURITY SERVICES, INC.**

Dear Representative:

We have been retained to represent Claudia Palacios against Planned Companies; Planned Lifestyle Services, LLC; Planned Lifestyle Services, Inc.; Planned Building Services, Inc.; Planned Building Services, LLC; Planned Security Services, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Planned Companies") for violations of California wage-and-hour laws. Ms. Palacios 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. Palacios 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.

Planned Companies employed Ms. Palacios as an hourly-paid, non-exempt employee from approximately May 2022 to approximately July 2022, in the State of California.

The "aggrieved employees" that Ms. Palacios 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, Planned Companies 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.

Planned Companies 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, completing COVID screening protocols.

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. Palacios and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Palacios and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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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. Palacios 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. Palacios 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. Palacios 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. Palacios 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. Palacios 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.

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

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

against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

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

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Planned Companies did not provide Ms. Palacios 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, Planned Companies failed to pay Ms. Palacios 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. Palacios 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, Planned Companies failed to pay Ms. Palacios and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Palacios 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. Palacios and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Planned Companies.

Therefore, on behalf of all aggrieved employees, Ms. Palacios 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.

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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,



Christina Galajan, Esq.

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

Planned Companies
c/o Robert Francis
President
150 Smith Road,
Parsippany, NJ 0704

Planned Lifestyle Services, LLC
Planned Building Services, LLC
Planned Security Services, Inc.
150 Smith Road,
Parsippany, NJ 07054

Planned Lifestyle Services, LLC
c/o Steven W. Moore
FOX ROTHSCHILD LLP
Attorney
345 California Street, Suite 2200
San Francisco, CA 94104

Planned Lifestyle Services, Inc.
Planned Building Services, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Exhibit 2

SETTLEMENT AGREEMENT

This Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between Plaintiffs Ana Yancy Gonzalez (“Plaintiff Gonzalez”) and Claudia Palacios (“Plaintiff Palacios”) on the one hand; and Defendant Planned Building Services, Inc. (“Planned” or “Defendant” and, collectively with “Plaintiff”, the “Parties”), on the other hand. The Agreement pertains to the lawsuits filed in the Superior Court of the State of California, County of San Francisco, which is defined below in section I(A).

I. DEFINITIONS

A. “Actions” means the following lawsuits entitled: *Ana Yancy Gonzalez v. Planned Companies, an unknown business entity, et al.* filed in San Francisco County Superior Court, Case No. CGC22603352 (“Gonzalez PAGA Action”); and *Palacios v. Planned Companies, et al.*, Superior Court of California for the County of San Francisco, Case Number CGC23607548 (“Palacios PAGA Action”);

B. “Agreement” means this Settlement Agreement, and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

C. “Aggrieved Employee(s)” means all current and former non-exempt, hourly-paid employees employed by Defendant in the State of California during the Settlement Period.

D. “Aggrieved Employee List” means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within seven (7) calendar days after the Effective Date. The Aggrieved Employee List will include each Aggrieved Employee’s: a) full name; b) last known address; c) last known telephone number; d) his or her full Social Security Number; and e) his or her dates of employment as an hourly-paid, non-exempt employee for Defendant in California during the Settlement Period.

E. “Court” means the Superior Court of the State of California for the County of San Francisco.

F. “Defendant” or “Planned” means Planned Building Services, Inc., a New Jersey corporation.

G. “Effective Date” means the later of: (a) the date the Court signs an Order granting approval of this Settlement and Judgment; (b) if any objections or motions to intervene are filed prior to the date the Court signs an Order granting approval of this Settlement, sixty (60) days from the later of the date the Court signs an order granting approval of the Settlement or the date the Court enters final judgment so long as no appeal is filed within that time frame; and (c) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

H. “Gross Settlement Amount” means the settlement amount of Four Hundred and Twenty Five Thousand Dollars and Zero Cents (\$425,000.00), as the same may be escalated pursuant to Paragraph III(C) of this Agreement, which Defendant shall pay to resolve the Actions. The Gross Settlement Amount includes: (a) payment to the LWDA; (b) all Individual Settlement Payments to Aggrieved Employees; (c) Plaintiff’s Counsel’s Attorneys’ Fees and Costs; (d) Plaintiffs’ Enhancement Payments; and (e) Settlement Administration Costs.

I. “Individual Settlement Payment(s)” means the *pro rata* amount payable to each Aggrieved Employee from the 25% portion of the Net Settlement Amount allocated to payments to the Aggrieved Employees. The agreed upon formula for calculation of Individual Settlement Payments is set forth in section III(F) below.

J. “LWDA” means the California Labor and Workforce Department Agency.

K. “Net Settlement Amount” means the total amount of money that will be paid to the LWDA and the Aggrieved Employees collectively after deductions, if approved by the Court, for: (a) Settlement Administration Costs; (b) Plaintiffs’ Counsel’s Attorneys’ Fees; (c) Plaintiff’s Counsel’s Attorneys’ Costs; and (d) Plaintiffs’ Enhancement Payments.

L. “Operative Complaints” mean, the Complaints filed on December 8, 2022 in the Gonzalez PAGA Action, and the Complaint filed on July 11, 2023 in the Palacios PAGA Action.

M. “PAGA” means the Private Attorneys General Act of 2004 as codified in California Labor Code section 2698, *et seq.*

N. “PAGA Payment Letter” means a letter that the Settlement Administrator will send to each Aggrieved Employee with his or her Individual Settlement Payment, which explains the reason for the Individual Settlement Payment, substantially in the form attached hereto as **Exhibit 1**, excluding any revisions by the Court.

O. “PAGA Period” means the period from October 4, 2021, through the date of approval of the settlement by the Court.

P. “Pay Period” means a pay period that an Aggrieved Employee was employed by Defendant in a non-exempt, hourly-paid position during the PAGA Period, based on hire dates, re-hire dates, and termination dates.

Q. “Parties” means Plaintiffs and Defendant, collectively.

R. “Plaintiffs” or “Named Plaintiffs” shall refer to Ana Yancy Gonzalez and Claudia Palacios.

S. “Plaintiffs’ Counsel” means Lawyers for Justice, PC.

T. “Plaintiffs’ Counsel’s Attorneys’ Fees” means the reasonable attorneys’ fees, incurred by Plaintiff’s Counsel to prosecute the Action, as approved by this Court.

U. “Plaintiffs’ Counsel’s Litigation Costs” means the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with the Action, as approved by this Court.

V. Related Actions shall refer to *Pineda v. Planned Lifestyle Services LLC, et al.*, Superior Court of California for the County of San Francisco, Case Number CGC21594083 (“Pineda Action”), *Gonzalez v. Planned Companies, et al.*, Superior Court of California for the County of San Francisco, Case Number CGC22602525 (“Gonzalez Class Action”),.

W. “Released Parties” shall refer to Defendant and each of its respective past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, fictitious business names, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,

predecessors, successors, insurers, consultants, joint venturers, any actual or alleged joint employers, affiliates, alter-egos, representatives, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, successors, and assigns.

X. “Settlement” shall mean the settlement between the Parties that is memorialized in this Agreement and subject to Court approval.

Y. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, in accordance with the Administrator’s “not to exceed” bid submitted in connection with approval of this Settlement. All Settlement Administration Costs shall be paid from, and not in addition to, the Gross Settlement Amount. The Settlement Administration Costs include, but are not limited to, the required tax reporting on the Individual Settlement Payments, the issuing of appropriate tax forms, as needed, confirming/auditing claims for payments for compliance with the Settlement, calculating and distributing all payments to be made pursuant to the Settlement, and providing reports and declarations.

Z. “Settlement Administrator” means the Third-Party Administrator mutually agreed upon by the Parties and approved by the Court that will be responsible for the administration of the Settlement. The Parties will obtain a not-to-exceed quote from a mutually acceptable qualified settlement administrator for claims administration costs.

II. BACKGROUND

A. The Gonzalez PAGA Action. On October 4, 2022, Plaintiff Gonzalez filed with the LWDA a notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the LWDA to recover civil penalties for various Labor Code violations, which shall hereinafter be referred to as the “PAGA Notice.” On December 8, 2022, Plaintiff Gonzalez filed a PAGA representative action, *Gonzalez v. Planned Companies, et al.*, in the Superior Court of California for the County of San Francisco, Case Number CGC22603352, seeking civil penalties on behalf

1 of herself and Aggrieved Employees against Defendant for civil penalties under PAGA as alleged
2 in the PAGA Notice.

3 **B. The Palacios PAGA Action.** On January 3, 2023, Plaintiff Palacios filed with
4 the LWDA a notice under Labor Code section 2699.3 stating she intended to serve as a proxy of
5 the LWDA to recover civil penalties for various Labor Code violations, which shall hereinafter
6 be referred to as the “PAGA Notice.” On July 11, 2023, Plaintiff Palacios filed a PAGA
7 representative action, *Palacios v. Planned Companies, et al.*, in the Superior Court of California
8 for the County of San Francisco, Case Number CGC23607548, seeking civil penalties on behalf
9 of herself and Aggrieved Employees against Defendant for civil penalties under PAGA as alleged
10 in the PAGA Notice.

11 **C. Related Actions.** On July 23, 2021, Plaintiff Martha Pineda filed a wage and hour
12 class and PAGA action entitled *Pineda v. Planned Lifestyle Services LLC, et al.*, in the Superior
13 Court of California for the County of San Francisco, Case Number CGC21594083 (“Pineda
14 Action”). On October 20, 2022, Plaintiff Gonzalez filed a wage and hour class action complaint
15 entitled *Gonzalez v. Planned Companies, et al.*, in the Superior Court of California for the County
16 of San Francisco, Case Number CGC22602525 (“Gonzalez Class Action”). The Gonzalez PAGA
17 Action, the Palacios PAGA Action, and Gonzalez Class Action are coordinated actions in the
18 *Planned Companies Wage and Hour Cases*, designated JCCP 5283, and collected together as
19 San Francisco County Case Number CJC23005283.

20 **D. Informal Discovery.** Informal discovery was conducted over the course of the
21 litigation. Defendant produced, among other things, (1) a count of all pay periods worked by
22 Aggrieved Employees through December 30, 2024; (2) a sampling of time and payroll records
23 for Aggrieved Employees; (3) hire and termination dates for Aggrieved Employees; and (4) the
24 personnel and time and payroll records for Plaintiff.

25 **E. Planned Mediation.** On February 5, 2024, the Parties participated in a private
26 mediation before Michael J. Loeb. Although the case did not settle at mediation, the Parties
27 continued to engage in lengthy negotiations and settlement discussions and reached an agreement
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1 in principle on October 7, 2024. Subsequently, the Parties by and through their respective
2 counsel, agreed to settle the Actions for the Gross Settlement Amount of Four Hundred and
3 Twenty Five Thousand Dollars and Zero Cents (\$425,000.00), among other terms as detailed in
4 this Agreement.

5 **F. Dismissal of Related Actions.** As part of this Settlement, the Parties agree that:
6 (i) Plaintiff Martha Pineda will separately settle her individual claims, thereby dismissing her
7 Related Action, the Pineda Action, without prejudice as to the class claims, and with prejudice
8 as to her individual claims; (ii) Plaintiff Gonzalez will dismiss her Related Action, the Gonzalez
9 Class Action, without prejudice as to the class claims and with prejudice as to her individual
10 claims and (iii) the Parties will cooperate with each other and the Court in providing all
11 documents and information necessary to achieve said dismissal of the Related Actions without
12 prejudice.

13 **G. Plaintiffs' Position as to Settlement.** Plaintiffs' Counsel have conducted
14 significant investigation of the law and facts relating to the claims asserted in the Actions, and
15 have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the
16 best interests of the LWDA and Aggrieved Employees, taking into account the sharply contested
17 issues involved, the expense and time necessary to litigate the Actions through trial and any
18 appeals, the risks and costs of further litigation, the information learned through Defendant's
19 financial disclosures regarding Defendant's ability to pay, the risk of an adverse outcome, the
20 uncertainties of complex litigation, the information learned through informal discovery regarding
21 Plaintiffs' allegations, and the substantial benefits to be received by Aggrieved Employees.

22 **H. Defendant's Position as to Settlement.** Defendant has concluded that, because
23 of the substantial expense of defending against the Actions, the length of time necessary to
24 resolve the issues presented herein, the inconvenience involved, and the concomitant disruption
25 to its business operations, it is in its best interests to accept the terms of this Agreement.
26 Defendant denies each of the allegations and claims asserted against it in the Actions. However,
27 Defendant nevertheless desires to settle the Actions for the purpose of avoiding the burden,
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1 expense and uncertainty of continuing litigation and for the purpose of putting to rest the
2 controversies engendered by the Action.

3 **III. TERMS OF SETTLEMENT**

4 **A. All Terms Subject to Court Approval.** The Court has jurisdiction over the
5 Parties and the subject matter of the Action. The Actions include claims that, if proven, would
6 authorize the Court to grant relief pursuant to the applicable statutes. This Agreement shall be
7 submitted to the Court for approval and final judgment. After the Court has granted approval of
8 the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce
9 the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h). If
10 the Court fails to approve this Agreement for any reason, the Agreement shall be considered void
11 *ab initio* and shall be of no force or effect whatsoever and shall not be referred to or utilized for
12 any purpose whatsoever. The Agreement shall be submitted by Plaintiffs to the LWDA within
13 the time limits prescribed by law.

14 **B. Dismissal of Related Actions.** Plaintiff Martha Pineda will separately settle her
15 individual claims, and thereby dismiss her Related Action without prejudice as to the class
16 claims, and with prejudice as to their individual claims; (ii) Plaintiff Gonzalez will dismiss her
17 Related Action, the Gonzalez Class Action, without prejudice as to the class claims and with
18 prejudice as to her individual claims; and (iii) the Parties will cooperate with each other and the
19 Court in providing all documents and information necessary to achieve said dismissal of the
20 Related Actions without prejudice.

21 **C. Gross Settlement Amount.** Defendant shall pay the Gross Settlement Amount
22 of Four Hundred and Twenty Five Thousand Dollars and Zero Cents (\$425,000.00) to settle the
23 Actions. The Gross Settlement Amount will be to satisfy all of Defendant's liabilities arising
24 from the Settlement. No portion of the Gross Settlement Amount shall revert to Defendant. The
25 total amount paid by Defendant shall not, in the aggregate, exceed the Gross Settlement Amount.

26 The Gross Settlement Amount was calculated with, and is premised on, Defendant's
27 representation that Aggreived Employees worked no more than 16,580 pay periods for Defendant

1 during the PAGA Period. If, at the time of settlement approval, the actual number of pay periods
2 worked by the Aggreived Employees exceeds 16,580 by more than 10 percent (10%) (*i.e.*, if the
3 actual pay periods exceed 18,238), Defendant shall have the option to either: (1) pay pro rata at
4 \$ 25.63 per pay period for any additional pay periods over 18,238; or (2) shorten the PAGA
5 Period end date to a date that the total pay period count for all Aggreived Employees is 18,238
6 or less.

7 **D. Plaintiffs' Counsel's Attorneys' Fees and Litigation Costs.** Plaintiffs' Counsel
8 shall move for Plaintiffs' Counsel's Attorney's Fees at the same time that Plaintiff's Counsel
9 seeks approval of this Settlement. Plaintiff's Counsel's Attorney's Fees, payable from the Gross
10 Settlement Fund, shall not exceed thirty-five percent (35%) of the Gross Settlement Fund, or One
11 Hundred Forty-Eight Thousand, Seven Hundred Fifty Dollars and No Cents (\$148,750.00),
12 which Defendant will not contest. Plaintiffs' Counsel shall receive reimbursement of litigation
13 costs and expenses in the amount of up to Twenty-Five Thousand Dollar and Zero Cents
14 (\$25,000.00), which Defendant will not contest. If the Court does not approve the amount of
15 Plaintiffs' Counsel's Attorney's Fees, as requested or sought, the difference between the amount
16 requested or sought by Plaintiffs' Counsel and the amount approved by the Court shall revert to
17 the Gross Settlement Fund.

18 **E. Plaintiffs' Enhancement Payment.** Plaintiff Gonzalez and Plaintiff Palacios
19 will request and apply for the Enhancement Payments referred in Paragraph I(H). Specifically,
20 they will apply for a payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). The
21 Enhancement Payment(s) shall be paid from, and not in addition to, the Gross Settlement
22 Amount. Any amounts not awarded by the Court under this provision shall be included in the
23 Net Settlement Amount. Defendant agrees not to oppose any such application which is consistent
24 with this paragraph.

25 **F. LWDA Payment.** Subject to Court approval, the Parties agree that an amount
26 equal to seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in
27

1 settlement of all representative claims alleged by or on behalf of Plaintiffs and the Aggrieved
2 Employees.

3 **G. Individual Settlement Payments.** Subject to Court approval, the Parties agree
4 that an amount equal to twenty-five percent (25%) of the Net Settlement Amount (the “Aggrieved
5 Employee Portion”) will be paid to the Aggrieved Employees in settlement of the PAGA
6 Released Claims. Individual Settlement Payments will be calculated and apportioned from the
7 Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee
8 worked during the Settlement Period. The Settlement Administrator will determine the total
9 number of Pay Periods worked by each Aggrieved Employee during the Settlement Period based
10 on the data provided by Defendant in the Aggrieved Employee List and the aggregate number of
11 Pay Periods worked by all Aggrieved Employees during the Settlement Period. To determine
12 each Aggrieved Employee’s Individual Settlement Payment, the Settlement Administrator will
13 use the following formula: Individual Settlement Payment = (Aggrieved Employee’s Pay
14 Periods during the Settlement Period / Aggregate Number of Aggrieved Employees’ Pay Periods
15 during the Settlement Period) x (0.25 x Net Settlement Amount). Defendant agrees this formula
16 is reasonable and that the payments are designed to provide a fair settlement to each Aggrieved
17 Employee in light of the uncertainties regarding the penalties alleged to be owed and the
18 calculation of such amounts.

19 **H. Tax Treatment of Settlement Payments.** All Individual Settlement Payments
20 will be characterized as civil penalties, and IRS Forms 1099-MISC will be issued as necessary.
21 The payment of Plaintiffs’ Counsel’s Attorneys’ Fees and Costs will also be reported on IRS
22 Forms 1099-MISC. The Settlement Administrator will issue all such forms.

23 **I. Aggrieved Employees’ Tax Liability.** Other than the reporting requirements set
24 forth in this Agreement, the Aggrieved Employees shall be responsible for the reporting and
25 payment of any federal, state, and/or local income or other tax or any other withholdings, if any,
26 on any of the payments made pursuant to this Agreement. Counsel for Plaintiffs and Defendant
27 make no representations, and it is understood and agreed that Counsel for Plaintiffs and
28

Defendant have made no representations, as to the taxability of any portions of the Individual Settlement Payments to any Aggrieved Employee, the payment of any costs or an award of attorney fees, or any payments to Plaintiffs. The PAGA Payment Letter attached hereto as **Exhibit 1** will inform Aggrieved Employees of the opportunity to seek their own tax advice in connection with their receipt of Individual Settlement Payments.

J. Defendant's Tax Liability. The Parties do not expect there to be any employer side taxes arising from this Settlement because this is a settlement of a representative action for civil penalties. If it is determined that employer side taxes exist on the Gross Settlement Amount, such taxes will be funded by the Gross Settlement Amount.

K. Releases

1) **PAGA Released Claims.** The claims settled, fully released and forever discharged by the LWDA (to the fullest extent permitted by law) and the Aggrieved Employees, including Plaintiffs, constitute any and all claims that are asserted in the factual allegations and legal assertions made in the Actions under PAGA (Labor Code section 2698, *et seq.*) including all claims and causes of action that could have been asserted in the Actions based on the factual allegations and legal assertions alleged up through and specifically including the entire Settlement Period, under PAGA, whether or not specifically delineated as a claim or cause of action in the Actions ("PAGA Released Claims"). The PAGA Released Claims include, but are not limited to, those (a) alleged in any of Plaintiffs' notices provided to the LWDA, the Operative Complaint in the Action, and any amended complaint in the Action, including claims that arise out of the claims and facts alleged in the Actions under PAGA, (b) any claims under PAGA which could have reasonably been asserted under PAGA in the Actions arising from the alleged facts and/or primary rights alleged to have been invaded, and (c) any other claims under PAGA to the extent that they that are premised upon or arise out of PAGA Released Claims for failure to pay all wages due, failure to provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to provide meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to keep accurate time records, failure to provide and maintain

accurate itemized wage statements, failure to keep accurate employee payroll records, failure to timely pay wages due during or at separation of employment, failure to reimburse all business-related expenses, failure to provide paid sick leave, and claims reasonably relating to the alleged violations of California Labor Code sections 201-204, 226(a), 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5, against the Released Parties; (d) to the extent that they are premised upon or arise out of the PAGA Released Claims, Labor Code section 558. The release extends to all remedies under the PAGA for any of the PAGA Released Claims and shall become effective only after the Effective Date and full payment by Defendant to the Settlement Administrator.

2) Exclusions to the PAGA Released Claims. The PAGA Released Claims expressly exclude all claims for damages, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims arising under the Fair Employment and Housing Act and California Family Rights Act, any other claims outside of the PAGA Released Claims of Aggrieved Employees, including Plaintiffs, arising during the Settlement Period to the extent permitted by law, and the PAGA claims of Aggrieved Employees, including Plaintiffs (and, to the extent permitted by law, the State of California) arising outside of the Settlement Period.

3) Aggrieved Employees are Bound by the Settlement. Because the Actions are pursuant to PAGA, the Parties agree that no Aggrieved Employee has the right to exclude themselves from the Settlement. All Aggrieved Employees will be bound by this Settlement Agreement, upon its approval by the Court, regardless of whether they negotiate their settlement check.

4) Individual General Release. As of the Effective Date and only after full payment of the Gross Settlement Amount by Defendant to the Settlement Administrator, in addition to releasing the PAGA Released Claims, Plaintiff Gonzalez and Plaintiff Palacios make the additional following General Release, which shall be referred to as "Plaintiff Gonzalez and Plaintiff Palacios' General Released Claims": Plaintiff Gonzalez and Plaintiff Palacios fully and

1 finally releases the Released Parties from all claims, demands, rights, liabilities and causes of
2 action of every nature and description whatsoever, known or unknown, asserted or that might
3 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
4 law or regulation arising out of, relating to, or in connection with any act or omission of the
5 Released Parties through the date of full execution of this Agreement in connection with
6 Plaintiffs' employment with Defendant or termination thereof, except for any and all other claims
7 that may not be released as a matter of law through this Agreement. To the extent of the General
8 Release provided herein, Plaintiff Gonzalez and Plaintiff Palacios stipulate and agree that upon
9 the Effective Date and only after full payment of the Gross Settlement Amount by Defendant to
10 the Settlement Administrator, even if Plaintiff Gonzalez and Plaintiff Palacios discover facts in
11 addition to or different from those that Plaintiff Gonzalez and Plaintiff Palacios now know or
12 believe to be true with respect to the subject matter of Plaintiff Gonzalez and Plaintiff Palacios'
13 General Released Claims, those claims will remain released and forever barred. Thus, Plaintiff
14 Gonzalez and Plaintiff Palacios expressly waive and relinquish the provisions, rights and benefits
15 of section 1542 of the California Civil Code, which reads:

16
17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
18 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
19 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
20 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
21 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
22 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
23 **OR RELEASED PARTY.**

24 Notwithstanding the foregoing, Plaintiff Gonzalez and Plaintiff Palacios do not waive or
25 release any claim which cannot be waived or released by private agreement, nor do Plaintiff
26 Gonzalez and Plaintiff Palacios waive or release any rights of other employees as it pertains to
27 this general release being provided only by Plaintiff Gonzalez. Further, Plaintiff Gonzalez and
28 Plaintiff Palacios' release of claims as an Aggrieved Employee, as well as her General Release
and Civil Code section 1542 waiver expressly excludes any release or waiver for any and all
claims that may be brought, have been brought, or could have been brought by Plaintiff Gonzalez

1 and Plaintiff Palacios for wrongful termination, disability discrimination, retaliation, harassment,
2 failure to engage in the interactive process, failure to accommodate, failure to prevent
3 harassment, discrimination or retaliation, or under the California Fair Employment and Housing
4 Act and/or California Family Rights Act. Further, nothing in this Agreement shall prevent
5 Plaintiff Gonzalez and Plaintiff Palacios from filing a charge or complaint with, or from
6 participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH,
7 NLRB or any other federal, state or local agency charged with the enforcement of any
8 employment or other applicable laws. Plaintiff Gonzalez and Plaintiff Palacios, however,
9 understand that by signing this Agreement, Plaintiff Gonzalez and Plaintiff Palacios waive the
10 right to recover any damages or to receive other relief in any claim or suit brought by or through
11 the EEOC, the DFEH or any other state or local deferral agency on Plaintiff Gonzalez and
12 Plaintiff Palacios' behalf to the fullest extent permitted by law, but expressly excluding any
13 monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA
14 whistleblower award, or other awards or relief that may not lawfully be waived.

15 **L. Settlement Administration**

16 1) Settlement Administrator's Duties in General. The Settlement
17 Administrator shall be responsible for: (a) processing the data provided by Defendant to be used
18 in calculating the Individual Settlement Payments; (b) preparing, printing, and mailing to the
19 Aggrieved Employees the PAGA Payment Letter (attached hereto as **Exhibit 1**), as well as
20 following up with reasonable skip tracing; (c) calculating and mailing Individual Settlement
21 Payments to Aggrieved Employees; (d) filing any required federal and state tax forms and related
22 agency reporting; (e) filing any required reports with the Court; and (f) all other tasks described
23 in this Agreement, as to which the Parties mutually agree, and/or which the Court orders the
24 Settlement Administrator to perform. The Settlement Administrator will keep the list of
25 Aggrieved Employees confidential, use it only for the purposes described herein, take adequate
26 safeguards to protect confidential or private information and return or certify the destruction of
27 the information upon completion of the Settlement Administration process.

2) Delivery of the Aggrieved Employee List. Within twenty-one (21) calendar days after the Effective Date, Defendant will provide the Aggrieved Employee List to the Settlement Administrator, which shall be made available to Plaintiffs' Counsel.

3) Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a settlement fund to be established by the Settlement Administrator.

4) Distribution of Settlement Payments. Within seven (7) calendar days after Defendant deposits the Gross Settlement Amount into a settlement fund, the Settlement Administrator will issue payments to: a) the Aggrieved Employees; b) the LWDA; and c) Plaintiffs' Counsel for the Attorneys' Fees and Costs payment. The Settlement Administrator will mail Individual Settlement Payments to the Aggrieved Employees, along with the PAGA Payment Letter (attached hereto as **Exhibit 1**), via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Aggrieved Employees List. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement on the twenty-eighth (28th) day after the Effective Date.

5) Reports Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Plaintiffs' Counsel reports regarding the administration of the Settlement Agreement as needed or requested.

6) Procedures for Uncashed Checks. Checks for Individual Settlement Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-day period, the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If an updated address can be identified, the Settlement Administrator shall issue another check to the Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An Aggrieved Employee who failed to receive their Individual Settlement Payment check despite the procedures described herein shall nevertheless remain bound by the Settlement and the

1 release of the PAGA Released Claims contained herein. The funds represented by Individual
2 Settlement Payment checks remaining uncashed for more than 180 days after issuance
3 (collectively, the “Uncashed Settlement Checks”) shall be canceled and funds associated with
4 such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to
5 California Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus
6 accrued interest, shall be remitted to the State Controller’s Office, Unclaimed Property Division
7 in the name of each Aggrieved Employee.

8 7) Administration of Taxes by the Settlement Administrator. Before or
9 concurrent with Plaintiffs’ filing of this Agreement for approval, Plaintiffs’ Counsel will send
10 this agreement to the LWDA pursuant to Section 2699(1)(2) of the California Labor Code.

11 8) Declaration of Payment. Within sixty (60) calendar days after the
12 Effective Date, the Settlement Administrator shall prepare a declaration of payment stating that
13 all payments required under the Settlement have been made. Plaintiffs’ Counsel shall file the
14 Settlement Administrator’s declaration with the Court if requested by the Court.

15 9) Declaration Regarding Uncashed Settlement Check Funds. Within ten
16 (10) calendar days after the date the Settlement Administrator transfers the total amount of funds
17 represented by the Uncashed Settlement Checks to the State Controller’s Office, Unclaimed
18 Property Division in the name of each Aggrieved Employee, the Settlement Administrator will
19 prepare a declaration stating the total amount of funds represented by the Uncashed Settlement
20 Checks and confirming that the procedures for the treatment of Uncashed Settlement Checks
21 established by this Agreement have been followed. Plaintiffs’ Counsel shall file the Settlement
22 Administrator’s declaration with the Court if requested by the Court.

23 **M. Miscellaneous Provisions.**

24 1) Acknowledgement that the Settlement is Fair, Adequate, and Reasonable.
25 The Parties and their respective counsel believe that this Settlement is a fair, adequate, and
26 reasonable settlement of the Action, and they have arrived at this Settlement through arm’s length
27 negotiations, taking into account all relevant factors, present and potential.

1 2) Mutual Cooperation. The Parties and their counsel will cooperate with
2 each other and use their best efforts to affect the implementation of the Settlement. Such
3 cooperation shall include, but is not be limited to, execution of such other documents and the
4 taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement.
5 The Parties shall use their best efforts, including all efforts contemplated by this Agreement and
6 any other efforts that may become necessary by Court Order, or otherwise, to effectuate this
7 Agreement and the terms set forth herein.

8 3) No Admissions by the Parties. Plaintiffs have claimed and continue to
9 claim that the PAGA Released Claims have merit and give rise to liability on the part of
10 Defendant. Defendant claims that the PAGA Released Claims have no merit and do not give rise
11 to liability. This Agreement is a compromise of disputed claims. This Agreement and
12 compliance with this Agreement shall not be construed as an admission by Defendant of any
13 liability whatsoever, or as admission by Defendant of any violations of Plaintiffs' and/or any
14 Aggrieved Employee's rights, and/or violation of any order, law, statute, duty or contract
15 whatsoever. Defendant specifically disclaims any liability to Plaintiffs or any other Aggrieved
16 Employee for any alleged violation of their rights, or for any alleged violation of any order, law,
17 statute, duty or contract, or for any allegation in the Action.

18 4) Amendment or Modification. This Agreement, and any and all parts of it,
19 may be amended, modified, changed, or waived only by an express written instrument signed by
20 all Parties or their successors-in-interest.

21 5) Mutual Drafting of Agreement. The Parties agree that the terms of this
22 Agreement and the accompanying exhibit is the result of substantial, arm's-length negotiations,
23 and that this Agreement shall not be construed in favor of or against any of the Parties by reason
24 of the extent to which any of the Parties or their respective counsel participated in the drafting of
25 this Agreement.

26 6) Attorney Authorization. Counsel for the Parties warrant and represent that
27 they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
28

1 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
2 terms, and to execute any other documents required to effectuate the terms of this Settlement.

3 7) Binding on Successors and Assigns. This Agreement is binding upon, and
4 inures to the benefit of, the Parties' successors and assigns.

5 8) Governing Law. This Agreement shall be governed by and interpreted
6 according to the laws of the State of California.

7 9) Exhibit(s) Incorporated by Reference. The terms of this Agreement
8 include the terms set forth in any attached exhibit(s), which are incorporated by this reference as
9 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

10 10) Invalidity of any Provision. Before declaring any provision of this
11 Agreement invalid, the Court shall first attempt to construe the provision(s) valid to the fullest
12 extent possible consistent with applicable precedents so as to define all provisions of this
13 Settlement valid and enforceable.

14 11) Notices. Whenever this Agreement requires or contemplates that one of
15 the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-
16 day (excluding Saturdays, Sundays, and holidays) express delivery service addressed to the
17 address of the Party's counsel appearing in this Agreement.

18 12) Jurisdiction of the Court. The Parties agree that the Court shall retain
19 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
20 this Agreement pursuant to California Code of Civil Procedure section 664.6 and all orders and
21 judgments entered in connection therewith, and the Parties and their respective counsel hereto
22 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing
23 the settlement embodied in this Agreement and all orders and judgments entered in connection
24 therewith.

25 13) Binding Agreement. The Parties intend that this Agreement shall be fully
26 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
27 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
28

that otherwise might apply under federal or state law.

14) Entire Agreement. Upon full execution of this Agreement and any attached exhibits, it shall constitute the entirety of the Parties' settlement terms as it pertains to this subject matter (i.e., settlement and release of the PAGA Released Claims by Aggrieved Employees). Upon full execution, no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains to this limited subject matter.

15) Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement exchange among themselves copies or originals of the signed counterparts.

16) Advice of Counsel: The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in the Actions, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

17) Parties' Authority. The signatories to this Agreement, including any person executing on behalf of a corporate signatory, warrant and represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions of the Agreement.

IT IS SO AGREED:

Dated: 01/14/25, 2025

Electronically Signed: [Signature] 2025-01-15 00:07:58 UTC - 72.158.157.57
Nintex AssureSign® 1ffa11a-216-48ab-95ce-b266000178d0

Ana Yancy Gonzalez
Plaintiff

Dated: _____, 2025

Claudia Palacios
Plaintiff

that otherwise might apply under federal or state law.

14) Entire Agreement. Upon full execution of this Agreement and any attached exhibits, it shall constitute the entirety of the Parties' settlement terms as it pertains to this subject matter (i.e., settlement and release of the PAGA Released Claims by Aggrieved Employees). Upon full execution, no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties as it pertains to this limited subject matter.

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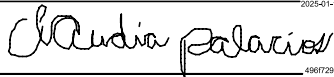
17) Parties' Authority. The signatories to this Agreement, including any person executing on behalf of a corporate signatory, warrant and represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions of the Agreement.

IT IS SO AGREED:

Dated: _____, 2025

Ana Yancy Gonzalez
Plaintiff

Dated: January 13 _____, 2025

Electronically Signed 2025-01-14 06:16:33 UTC -69,149,122,10

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Claudia Palacios
Plaintiff

PLANNED BUILDING SERVICES, INC.

DocuSigned by:

David Han

D94F4F5CCE30477...

Dated: 01/21/25, 2025

By: David Han

Its: CFO

APPROVED AS TO FORM ONLY:

Dated: January 15, 2025

Travis J. Maher

Travis J. Maher
**Counsel for Plaintiffs Ana Yancy Gonzalez and
Claudia Palacios**

Dated: January 21, 2025

Steven W. Moore

Steven W. Moore
Jonathan C. Pearce
**Counsel for Defendant Planned Building
Services, Inc.**

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EXHIBIT 1

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTIONS

Ana Yancy Gonzalez v. Planned Companies, et al.

Superior Court for the State of California, County of San Francisco Case No. CGC22603352

Claudia Palacios v. Planned Companies, et al.

Superior Court for the State of California, County of San Francisco Case No. CGC23607548

Eligible Employee

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuits entitled *Ana Yancy Gonzalez v. Planned Companies, et al.*, San Francisco County Superior Court for the State of California, Case Number CGC22603352 (the “Gonzalez Action”), brought on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”) and *Claudia Palacios v. Planned Companies, et al.*, San Francisco County Superior Court for the State of California, Case Number CGC23607548 (the “Palacios Action” and together with the Gonzalez Action, the “Actions”), brought on a representative basis under the Labor Code Private Attorneys’ General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”). The plaintiffs in the lawsuit are Ana Yancy Gonzalez (“Plaintiff Gonzalez”) and Claudia Palacios (“Plaintiff Palacios”) and the defendant is Planned Building Services, Inc. (“Defendant”). The Settlement provides for recovery of civil penalties for alleged violations of the California Labor Code on behalf of all hourly-paid, non-exempt employees who were employed by Defendant in the State of California (“Eligible Employees”) between October 4, 2021, through [Approval Date], 2024 (the “PAGA Period”). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California and 25% of any recovery be paid to the “aggrieved employee” group, which in this case is the group of Eligible Employees.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action. By settling the lawsuit, Defendant is not admitting that it has done anything wrong.

The Settlement resolves any and all claims that were asserted in the factual allegations and legal assertions made in the Actions under PAGA, including all claims and causes of action for civil penalties that could have been asserted in the Actions based on the factual allegations and legal assertions alleged up through and specifically including the entire PAGA Period, under PAGA, whether or not specifically delineated as a claim or cause of action in the Actions. The released PAGA claims include but are not limited to those (a) alleged in any of Plaintiffs’ notices provided to the LWDA, the operative complaint in the Actions, and any amended complaint in the Actions, including claims that arise out of the claims and facts alleged in the Actions under PAGA, (b) any claims under PAGA which could have reasonably been asserted under PAGA in the Actions arising from the alleged facts and/or primary rights alleged to have been invaded, and (c) any other claims under PAGA to the extent that they that are premised upon or arise out of PAGA

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166179829.1

Released Claims for failure to pay all wages due, failure to provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure to provide meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to keep accurate time records, failure to provide and maintain accurate itemized wage statements, failure to keep accurate employee payroll records, failure to timely pay wages due during or at separation of employment, failure to reimburse all business-related expenses, failure to provide paid sick leave, and claims reasonably relating to the alleged violations of California Labor Code sections 201-204, 226(a), 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5, against the Released Parties; (d) to the extent that they are premised upon or arise out of the PAGA Released Claims, Labor Code section 558. (“PAGA Released Claims”).

The “Released Parties” means Defendant and each of its respective past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, fictitious business names, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, any actual or alleged joint employers, affiliates, alter-egos, representatives, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, successors, and assigns.

By an Order dated **Approval Date**, the Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiffs or Defendant.

According to Defendant’s records, you are an Eligible Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be canceled, and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue, plus accrued interest, shall be remitted to the California State Controller’s Office, Unclaimed Property Division in the name of each Eligible Employee.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiffs nor Defendant nor their attorneys have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[ADMIN NAME]
[ADDRESS]
[ADDRESS]
[ADDRESS]

Exhibit 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Gonzalez vs. Planned Companies, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
10/4/2022	U.S. Postmaster	Postage	\$32.80
10/4/2022	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
12/9/2022	San Francisco Superior Court	Complaint Filing Fee	\$435.00
12/9/2022	Legal Document Server, Inc.	Attorney Service	\$41.11
12/29/2022	ProLegal	Attorney Service	\$724.50
2/2/2023	Legal Document Server, Inc.	Attorney Service	\$11.75
2/9/2023	General Logistics Systems US, Inc.	Courier Service	\$25.50
3/5/2023	Legal Document Server, Inc.	Attorney Service	\$11.75
3/15/2023	Legal Document Server, Inc.	Attorney Service	\$15.80
3/15/2023	San Francisco Superior Court	Motion Fee	\$60.00
4/3/2023	Legal Document Server, Inc.	Attorney Service	\$163.10
4/3/2023	San Francisco Superior Court	Stipulation & Order Fee	\$20.00
4/4/2023	Legal Document Server, Inc.	Attorney Service	\$150.00
4/6/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
4/10/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
4/10/2023	California Center for Translation & Interpretation	Translation Service	\$150.00
4/21/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
5/2/2023	San Francisco Superior Court	Complex Filing Fee	\$1,000.00
5/2/2023	San Francisco Superior Court	Stipulation & Order Fee	\$20.00
5/4/2023	File & ServeXpress	Attorney Service	\$35.60
5/5/2023	CourtCall, LLC	Attorney Service	\$72.00
5/10/2023	File & ServeXpress	Attorney Service	\$9.00
5/23/2023	File & ServeXpress	Attorney Service	\$18.00
6/1/2023	File & ServeXpress	Attorney Service	\$10.35
8/23/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
9/14/2023	General Logistics Systems US, Inc.	Courier Service	\$31.60
12/13/2023	Jams, Inc.	Mediation Fee	\$5,400.00
Total:			\$8,560.66

LAWYERS for JUSTICE PC CASE COST DETAIL
Palacios vs. Planned Companies, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
1/3/2023	U.S. Postmaster	Postage	\$32.80
1/3/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/12/2023	Legal Document Server, Inc.	Attorney Service	\$111.68
7/12/2023	San Francisco Superior Court	Complex Filing Fee	\$1,000.00
7/12/2023	San Francisco Superior Court	Complaint Filing Fee	\$435.00
7/26/2023	ProLegal	Attorney Service	\$575.00
8/10/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
8/21/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
8/23/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
11/25/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
1/30/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
2/1/2024	Legal Document Server, Inc.	Attorney Service	\$11.95
5/15/2024	California Center for Translation & Interpretation	Translation Service	\$250.00
5/16/2024	California Center for Translation & Interpretation	Translation Service	\$100.00
5/22/2024	File & ServeXpress	Attorney Service	\$62.97
6/5/2024	California Center for Translation & Interpretation	Translation Service	\$200.00
6/7/2024	File & ServeXpress	Attorney Service	\$14.15
6/11/2024	California Center for Translation & Interpretation	Translation Service	\$250.00
Total:			<u>\$3,178.30</u>