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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
LIFESTYLE SERVICES, LLC, an

Case No.: CJC-23-005283

Honorable Jeffrey S. Ross
Department 606

**DECLARATION OF TRAVIS J. MAHER IN
SUPPORT OF PLAINTIFFS' RENEWED
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 Renewed Motion and Renewed 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: August 28, 2025
Time: 10:00 a.m.
Department: 606

1 unknown business entity; PLANNED
2 LIFESTYLE SERVICES, INC., a New
3 Jersey corporation; PLANNED
4 BUILDING SERVICES, INC., a New
5 Jersey corporation; PLANNED
6 BUILDING SERVICES, LLC, an
7 unknown business entity; PLANNED
8 SECURITY SERVICES, INC., an
9 unknown business entity; and DOES 1
10 through 100, inclusive,

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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.
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THE LAWSUITS

7. Plaintiffs have satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Ana Gonzalez that was dated October 4, 2022 (“Gonzalez PAGA Notice”), and by way of written correspondence on behalf of Plaintiff Claudia Palacios that was dated January 3, 2023 (“Palacios PAGA Notice”). The PAGA Notices were sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the

PAGA Notices. A true and correct copy of the Gonzalez PAGA Notice and the Palacios PAGA Notice are attached hereto as “EXHIBIT 1-1” and “EXHIBIT 1-2,” respectively.

8. On October 20, 2022, Plaintiff Ana Gonzalez filed a wage and hour class action complaint entitled *Gonzalez v. Planned Companies, et al.*, in the Superior Court of California 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.

1 9. In both the Gonzalez PAGA Action and the Palacios PAGA Action, Defendant
2 maintained, and continues to maintain, that they had, and continue to have, legally-compliant
3 employment policies and practices throughout the time period at issue. Defendant denies that
4 they ever violated any provision of the California Labor Code, including, but not limited to,
5 those sections for which Plaintiff seeks penalties under the PAGA.

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

9 11. On May 5, 2023, Plaintiff Ana Gonzalez filed a Petition for Coordination seeking
10 to coordinate the Gonzalez PAGA Action with a separate class action filed by Plaintiff Ana
11 Gonzalez in San Francisco County, Case Number CGC22602525, and the wage and hour action
12 entitled *Tapia v. Planned Lifestyle Services, Inc.*, Sacramento County, Case Number 34-2022-
13 00325412. The Honorable Jennifer K. Rockwell of Sacramento County Superior Court granted
14 the petition, and also included the Palacios PAGA Action in the coordinated action, which was
15 designated Judicial Council Coordination Proceeding Case No. JCCP 5283, and entitled
16 *Planned Companies Wage Cases*. The coordinated action was assigned to the Honorable
17 Andrew Y.S. Cheng of San Francisco County, and collected together as San Francisco County
18 Case Number CJC23005283. The Gonzalez PAGA Action, the Palacios PAGA Action, and the
19 Gonzalez Class Action are the coordinated actions in the Planned Companies Wage Cases, JCCP
20 5283. For the sake of clarification, Martha Pineda was the plaintiff in one single action, *Pineda*
21 *v. Planned Lifestyle Services LLC et al.*, San Francisco Superior Court Case No. CGC-21-
22 594083, a class action that was never coordinated under JCCP 5283. On January 22, 2025,
23 Martha Pineda filed a request for dismissal of her action, which was granted by the Honorable
24 Ethan Schulman on January 24, 2025. Specifically, Martha Pineda requested, and was granted,
25 dismissal of her individual claims, given that the class claims were previously dismissed by the
26 Court, on March 1, 2022, after Defendant Planned Lifestyle Services LLC's Motion to Compel
27 Arbitration and Dismiss Class Claims was granted.

12. 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.

13. 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.

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

THE SETTLEMENT REACHED IN THE ACTION

15. Marked and attached hereto as "EXHIBIT 2" is the Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act, which includes Amendment No. 1 to the Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act ("Amendment No. 1) (together with the Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act, "Settlement," "Settlement Agreement," or "Agreement"), entered into between Plaintiffs, for themselves and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant. The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fees,

1 and Settlement Administration Costs. The Court is respectfully requested to approve the
2 proposed Cover Letter.

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

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

11 18. Defendant has agreed to pay the gross amount of \$425,000.00 (“Total Settlement
12 Amount”), subject to the possible increase under Section III(C) of the Settlement Agreement, to
13 settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will
14 be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in
15 the amount of up to \$148,750.00 for attorneys’ fees and up to \$25,000.00 for reimbursement of
16 litigation costs and expenses to Lawyers for Justice, PC (“Plaintiffs’ Counsel”); (2) General
17 Release Fee of \$10,000.00 to each Plaintiff; and (3) Settlement Administration Costs of up to
18 \$10,000.00 to the PAGA Settlement Administrator. Plaintiffs’ Counsel only seeks an award of
19 reimbursement of litigation costs and expenses in the amount of \$11,738.96, and assuming that
20 the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration
21 Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately
22 \$ 237,561.04. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved
23 Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement
24 Amount will be distributed to the LWDA, which is estimated to be \$ 178,170.78 (“LWDA
25 Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$ 59,390.26
26 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis,
27 based upon the number of pay periods they each worked during the PAGA Period
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1 (“Compensable Pay Periods”). The parties have agreed to retain ILYM Group, Inc. (“ILYM”
2 or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the
3 Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement
4 Administrator. The Settlement Administration Costs are estimated not to exceed \$6,950.00 and
5 will be paid out of the Total Settlement Amount, subject to approval by the Court.

6 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

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

14 20. After engaging in extensive investigations, formal and informal discovery, and
15 exchange of information, data, and documents, the Parties participated in settlement negotiations
16 to try to resolve the lawsuit. These efforts included participating in a full-day mediation on
17 February 5, 2024, conducted by Michael J. Loeb, Esq., a well-respected mediator experienced
18 in mediating complex labor and employment matters. Although the case did not settle at
19 mediation, the Parties continued to engage in lengthy negotiations and settlement discussions
20 and reached an agreement, which is described as the Settlement herein. In the course of
21 mediation and settlement discussions, the parties discussed all aspects of the case, including the
22 risks and delays of further litigation and proceeding with trial, as well as the law relating to
23 representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular
24 rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders,
25 arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and
26 the possibility of bifurcation of discovery and/or trial and appeals, among other things. During
27 all settlement discussions, the parties conducted their negotiations at arm’s length in an
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adversarial position.

21. 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.

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

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

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

24. As alleged in the PAGA LWDA Notices and the Complaints of the Gonzalez PAGA Action and the Palacios PAGA Action, Plaintiffs allege that Defendant violated the California Labor Code, with respect to the Aggrieved Employees, by failing to pay minimum, regular, and overtime wages, failing to provide compliant meal and rest periods and associated premiums, failing timely to pay wages during employment and upon termination of

1 employment, failing to provide complete and accurate wage statements, failing to keep complete
2 and accurate payroll records, and failing to reimburse necessary business-related expenses and
3 costs.

4 25. It is estimated that there are approximately 676 Aggrieved Employees who
5 worked approximately 16,580 Compensable Pay Periods during the PAGA Period.

6 26. **Total Amount of Potential Penalties.** Under PAGA, as amended, civil penalties
7 to be assessed and collected by the state labor agency, for a violation of the California Labor
8 Code, may, as an alternative, be recovered by an aggrieved plaintiff. If the California Labor
9 Code already specifies and provides a civil penalty for the violation of a provision of the
10 California Labor Code, said civil penalty is recoverable by the aggrieved employee plaintiff.
11 Additionally, the PAGA statute establishes a civil penalty that is recoverable by an aggrieved
12 employee plaintiff, for violation of provisions of the California Labor Code for which the
13 California Labor Code does not specifically provide for a civil penalty, as follows: one hundred
14 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
16 violation. Cal. Lab. Code. § 2699(f). Pursuant to California Labor Code section 2699(i),
17 seventy-five percent (75%) of the penalties recovered must be allocated to the State of
18 California, with the remaining twenty-five percent (25%) allocated to the aggrieved employees.
19 Arguably, the statute of limitations period applicable to such penalties is one year prior to the
20 filing of the complaint. Cal. Civ. Proc. Code § 340.

21 27. In calculating the PAGA exposure on an unstacked basis the default PAGA civil
22 penalty of \$100 per pay period is applied to each pay period. *Merante v. American Institute for*
23 *Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default
24 PAGA civil penalty of \$100 per pay period is applied to each pay period. Here, there are
25 approximately 16,580 pay periods in the relevant PAGA period, which would generate an
26 unstacked PAGA exposure of \$1,658,000.00. Applying a discount to the civil penalties by 80%
27 (as explained further below) for risks associated with Defendant's arbitration agreements and
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demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery brings the risk-adjusted value of civil penalties closer to \$331,600.00.

28. Alternatively, the Court could exercise its discretion to assess penalties on a per-person (i.e. per-capita) basis. If civil penalties were assessed on a per capita basis, in the amount of \$1,950 for each of 676 individuals, this would yield potential civil penalties in the amount of \$1,318,200, and discounting that amount of civil penalties by 80% (as explained further below) for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery brings the risk-adjusted value of civil penalties closer to \$263,640.00.

Failure to Pay Wages

29. Plaintiffs contended that Defendant failed to compensate Plaintiffs and the Aggrieved Employees at their applicable minimum, regular, and overtime wages, and failed to compensate them for all hours that they worked. Plaintiffs contended that Plaintiffs and other Aggrieved Employees were required to meet unreasonable workloads that were not capable of being completed within the work hours scheduled, and that Plaintiffs and other Aggrieved Employees were required to perform work off-the-clock. Plaintiffs further contended that Defendant failed to include non-discretionary bonus/performance/incentive/shift differential pay in its regular rate calculations.

30. Investigations show that Plaintiffs and other Aggrieved Employees were regularly required to work before and after their shift, and Plaintiff and other Aggrieved Employees were also required to complete heavy workloads within their scheduled work times and were discouraged from working overtime hours due to strict company policy. As a result, Plaintiffs and other non-exempt hourly paid employees were required to perform job duties such as discussing work tasks with supervisors and visiting patients before and after clocking in and out for their scheduled shifts, and during meal and rest periods.

31. Defendant contended, *inter alia*, that it has compliant wage and hour policies and paid employee for all time spent working in accordance with California law. Defendant further contended that its hourly-paid or non-exempt employees were responsible for accurately recording their own hours by registering their daily attendance via a timeclock system that employees accessed at the client locations that they were assigned to, and that it was not aware that any work had been performed off-the-clock. Defendant also produced what it contended were records reflecting overtime compensation paid to many of the Aggrieved Employees (including and not limited to Plaintiffs). Defendant further contended that individual liability issues predominate, including: (a) whether each employee worked off-the-clock; (b) whether Defendant knew or should have known about each employee's off-the-clock work; (c) whether each employee worked in excess of 8 hours in a day or 40 hours in a week; and (d) whether Defendant knew or should have known that each Aggrieved Employee performed overtime work. Defendant also contended that the Aggrieved Employees held different job titles and performed different job duties. Defendant contended that these circumstances would raise highly individualized questions of fact and would pose challenges to the merits of alleged overtime and minimum wage violations.

32. Plaintiffs' Counsel considered information obtained through investigations and obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant, and incorporating Defendant's defenses, the arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, and the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil penalties by 80% is appropriate here.

Failure to Provide Compliant Meal Periods and Associated Premiums

33. Plaintiffs' theory of liability was also based on Defendant's failure to provide timely, full, and/or uninterrupted meal periods. Plaintiff contended, *inter alia*, that Plaintiffs and other Aggrieved Employees regularly suffered short, late, or missed meal periods due to severe understaffing, heavy workloads, and strict deadlines.

1 34. Investigations show that Plaintiffs and other Aggrieved Employees suffered non-
2 compliant meal periods (i.e., missed, short, late, and/or interrupted) due to severe understaffing
3 and time-sensitive tasks, including but not limited to pressure from Defendant to prioritize
4 answering phone calls from work colleagues and supervisors, responding to emergency clean
5 up issues, and making sure all assigned areas were cleaned over meal breaks. Meal breaks were
6 regularly short or interrupted, as supervisors spoke with Plaintiff and other Aggrieved
7 Employees during breaks requesting or providing updates regarding work or requiring Plaintiffs
8 and Aggrieved Employees to come back to work before their meal break was done. Plaintiffs'
9 Counsel did not find evidence of a single meal break premium payment in the payroll data
10 provided by Defendant.

11 35. Defendant contended that it had practices, policies, and procedures to provide
12 meal periods every workday to its employees that fully complied with the law. Defendant
13 employees were required to register their meal periods via the same timeclock system utilized
14 for clocking in and out of work. Defendant further contended that the evidence showed that the
15 nature of the work done by the Aggrieved Employees allowed ample time for employees to take
16 meal periods, and that employees regularly did so. To the extent that Aggrieved Employees
17 failed to take their meal periods or took a short or late meal period, Defendant contended that
18 they did so voluntarily and that all applicable meal periods were still provided to them. Thus,
19 Defendant argued that it did not act unlawfully to deprive Aggrieved Employees of meal periods.
20 Defendant's meal and rest period policy also informed and acknowledges that Aggrieved
21 Employees could waive their meal periods in writing. Defendant further contended that there
22 were multiple individual issues that would pose challenges including and not limited to, (a)
23 whether any meal periods were non-compliant and (b) why they were noncompliant. Defendant
24 also contended that the Aggrieved Employees held different job titles and performed different
25 job duties, and that as a result, there was variation to the circumstances that could allegedly
26 cause the employees to be deprived of the opportunity to take legally-compliant, duty-free meal
27 periods, and this variation in circumstances raised highly individualized questions of fact.
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1 36. Plaintiffs' Counsel considered information obtained through investigations and
2 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
3 and incorporating Defendant's defenses, the arbitration agreements and demonstrating
4 manageability, succeeding on the merits and establishing liability, and the possibility of the
5 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
6 penalties by 80% is appropriate here for the meal break claim.

7 **Failure to Provide Compliant Rest Periods and Associated Premiums**

8 37. Plaintiffs' theory of liability was also based on Defendant's failure to provide its
9 employees with timely, full, and/or uninterrupted rest periods. Plaintiff contended that Plaintiff
10 and other Aggrieved Employees regularly suffered missed, short, late and/or interrupted rest
11 breaks for the same reasons as described above for why meal breaks were often non-compliant.
12 California law requires an employer to provide rest periods to all employees at the rate of ten
13 (10) minutes every four (4) hours of work or major fraction thereof. Cal. Lab. Code § 226.7.
14 When an employer fails to provide a compliant rest period, the employer is required to either (a)
15 provide another rest period or (b) pay one additional hour of pay at the regular rate of pay "for
16 each work day that the meal or rest period is not provided." *Augustus v. ABM Security Services,*
17 *Inc.* (2016) 2 Cal.5th 257, 271-272; Cal. Lab. Code § 226.7(b).

18 38. Defendant argued that, consistent with *Brinker*, it did nothing to impede,
19 discourage, or dissuade employees from taking their rest periods, and it authorized and permitted
20 employees to take rest periods. Defendant also argued that the nature of the work done by
21 Aggrieved Employees allowed for ample time to take rest periods throughout their shifts, and
22 that Aggrieved Employees regularly took rest periods.

23 39. Plaintiffs' Counsel obtained through investigations and obtained from Plaintiffs
24 and other Aggrieved Employees, as well as data provided by Defendant, that employees were
25 typically required to remain on work premises, keep their employer-issued communication
26 devices turned on and have access to personal cell phones for work purposes during their rest
27 breaks, so that they had respond to any calls received during their rest breaks. Although
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1 Plaintiffs and other aggrieved employees remained on-duty during these rest breaks, they were
2 also not paid premium compensation for their interrupted, short, missed and/or late rest breaks.

3 40. Plaintiffs' Counsel considered information obtained through investigations and
4 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
5 and incorporating Defendant's defenses, the arbitration agreements and demonstrating
6 manageability, succeeding on the merits and establishing liability, and the possibility of the
7 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
8 penalties by 80% is appropriate here for the rest break claim.

9 **Failure to Timely Provide Wages During Employment and Upon Termination**

10 41. California Labor Code section 204 provides that wages earned by any person in
11 any employment between the 1st and 15th days, inclusive, of any calendar month, other than
12 those wages due upon termination of an employee, are due and payable between the 16th and
13 the 26th day of the month during which the labor was performed. Further, all wages earned by
14 any person in any employment between the 16th and the last day, inclusive, of any calendar
15 month, are due and payable between the 1st and the 10th day of the following month.

16 42. Plaintiff alleged that, as a result of the above-discussed alleged conduct,
17 Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they
18 were employed by Defendant, within the time period permissible under California law. These
19 wages included, but were not limited to, minimum, regular, and overtime wages and meal and
20 rest break premium wages. However, arguably, violations of this provision of the California
21 Labor Code overlap with and are already pursued as part of the allegations for the failure to pay
22 wages and meal and rest premiums (which are already discussed herein)—this aspect may cause
23 a court to exercise discretion to not assess separate penalties or to assess significantly reduced
24 penalties. (Cal. Lab. Code § 2699(e)(1)-(2).)

25 43. California Labor Code sections 201 and 202 provide that if an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due and
27 payable immediately. If an employee quits his or her employment, his or her wages shall
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1 become due and payable not later than seventy-two (72) hours of quitting, unless the employee
2 has given seventy-two (72) hours of notice of his or her intention to quit, in which case the
3 employee is entitled to his or her wages at the time of quitting.

4 44. Plaintiff alleged that Defendant failed to pay Plaintiff and the other Aggrieved
5 Employees all wages due to them upon termination, within the time period permissible under
6 California law. For example, Plaintiffs alleged they and other Aggrieved Employees are entitled
7 to unpaid wages arising from, *inter alia*, Defendant's failure to properly compensate them for
8 all hours worked, as well as, meal and rest period premiums, thereby triggering waiting-time
9 penalties under California Labor Code section 203.

10 45. Plaintiffs' Counsel considered information obtained through investigations and
11 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
12 and incorporating Defendant's defenses, the arbitration agreements and demonstrating
13 manageability, succeeding on the merits and establishing liability, and the possibility of the
14 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
15 penalties by 80% is appropriate here.

16 **Wage Statement Violations**

17 46. Plaintiffs alleged that Defendant violated California Labor Code section 226(a).
18 That section states that an employer must provide an accurate and itemized wage statement twice
19 a month or each time wages are paid, whichever is the more frequent.

20 47. Defendant contended that any wage statement violations are entirely derivative of
21 other alleged violations of the California Labor Code. In other words, Plaintiffs would have to
22 prove, for example, that overtime was worked, that all hours of work had not been properly
23 recorded and compensated to demonstrate that the wage statements were inaccurate. Defendant
24 further contended, *inter alia*, that no actual injury could be shown. When assessing the value of
25 PAGA penalties for wage statement violations, Plaintiffs' Counsel considered these factors, the
26 derivative nature of this alleged wage-and-hour violation, the chances of proving each of other
27 alleged wage-and-hour violations, applicable statutory and case law, costs and expenses of
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1 further litigation and trial, and risks to recovery, and applied appropriate discounts for settlement
2 purposes.

3 48. Plaintiffs' Counsel considered information obtained through investigations and
4 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
5 and incorporating Defendant's defenses, the arbitration agreements and demonstrating
6 manageability, succeeding on the merits and establishing liability, and the possibility of the
7 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
8 penalties by 80% is appropriate here.

9 **Failure to Maintain Requisite Payroll Records**

10 49. Plaintiffs alleged that Defendant had intentionally and willfully failed to keep
11 accurate and complete payroll records showing the hours worked daily by, and the wages paid
12 to, Plaintiffs and the Aggrieved Employees. Plaintiffs also alleged that Defendant's intentional
13 and willful failure to keep accurate payroll records violated the statutorily-protected right to
14 accurate and complete payrolls records.

15 50. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
16 central location in the state or at the plants or establishments at which employees are employed,
17 payroll records showing the hours worked daily by and the wages paid to, and the number of
18 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
19 respective plants or establishments. These records must be kept in accordance with rules
20 established for this purpose by the Labor Commissioner, but in any case, shall be kept on file
21 for not less than three years. Under California Labor Code section 1174.5, a willful violation of
22 the employer's recordkeeping obligations set forth in California Labor Code 1174(d) is subject
23 to a civil penalty of \$500.

24 51. Defendant contended that Plaintiffs and Aggrieved Employees suffered no actual
25 injury or damage from the alleged recordkeeping violations. Moreover, Defendant contended
26 that individual liability issues predominated, including (a) whether each Aggrieved Employees'
27 payroll records were not maintained properly, and (b) whether Defendant's alleged failure to
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1 keep requisite payroll records was “willful.” Like the wage statement allegations, this allegation
2 is entirely derivative of allegations regarding failure to pay wages and failure to provide
3 compliant meal and rest periods and associated premiums.

4 52. Plaintiffs’ Counsel considered information obtained through investigations and
5 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
6 and incorporating Defendant’s defenses, the arbitration agreements and demonstrating
7 manageability, succeeding on the merits and establishing liability, and the possibility of the
8 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
9 penalties by 80% is appropriate here.

10 **Unreimbursed Business Expenses**

11 53. Plaintiffs contended that Defendant had failed to reimburse Plaintiffs and the other
12 Aggrieved Employees for necessary business expenses, including, but not limited to, the costs
13 associated with purchasing and maintaining clothing and footwear to comply with Defendant’s
14 dress code and footwear requirements.

15 54. California Labor Code section 2802 requires an employer to indemnify its
16 employees for all necessary expenditures made by the employee in direct consequence of the
17 discharge of his or her duties, or of his or her obedience to the directions of the employer.

18 55. Defendant contended that it had a policy and practice of reimbursing employees
19 for necessary business-related expenses. Defendant contended that, with respect to the alleged
20 expenses for which Plaintiffs and Aggrieved Employees never requested reimbursement from
21 Defendant, it did not know and had no reason to know that alleged business-related expenses
22 had been incurred. Defendant further contended that the reason for why an Aggrieved Employee
23 was required to undertake certain expenses, while not others, and failed to receive
24 reimbursement for certain expenses while receiving reimbursement for others, would raise
25 individual issues and pose challenges to manageability at trial.

26 56. Defendant also contended that the California Labor Code only requires
27 reimbursement of “necessary” expenses—as opposed to any expense that is incurred in the
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1 course of performing work—and argued that distinguishing a necessary expense from an
2 unnecessary one would require individualized inquiry. See, Cal. Lab. Code § 2802; *Gattuso v.*
3 *Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Defendant contended that whether or not
4 an expense was necessary, would depend, in part, on the reasonableness of the employee’s
5 choice, and whether or not an expense was incurred, would have to be established by way of
6 extensive individual factual inquiry and/or statistical evidence. *Cochran v. Schwan’s Home*
7 *Services, Inc.* (2014) 228 Cal.App.4th 1137. Counsel also considered case law and labor agency
8 policy guidance, indicating that stating a preference for and/or requiring clothing, does not
9 trigger the employer’s obligation to reimburse for said required clothing, e.g., courts have found
10 that employers may specify basic wardrobe items which have “usual and generally usable in the
11 occupation” without requiring the employer to pay for and/or furnish such items, and that only
12 clothing or footwear of a distinctive design and/or color could be considered a “uniform” within
13 the meaning of the California Labor Code. See, e.g., *Townley v. BJ’s Restaurants, Inc.* (2019)
14 37 Cal.App.5th 179, 184-186.

15 57. Plaintiffs’ Counsel considered information obtained through investigations and
16 obtained from Plaintiff and other Aggrieved Employees, as well as data provided by Defendant,
17 and incorporating Defendant’s defenses, the arbitration agreements and demonstrating
18 manageability, succeeding on the merits and establishing liability, and the possibility of the
19 Court exercising its discretion to reduce and/or assess lower penalties, a discount of civil
20 penalties by 80% is appropriate here.

21 **ATTORNEYS’ FEES REQUESTED BY PLAINTIFF’S COUNSEL**

22 58. As set forth in the accompanying Motion, Plaintiffs’ Counsel seeks attorneys’ fees
23 in the amount of \$148,750.00, which represents approximately thirty-five percent (35%) of the
24 Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the
25 contingency-fee agreements entered into by and between Plaintiffs and Plaintiffs’ Counsel,
26 Plaintiff Palacios agreed to a contingency fee of at least forty (40%) of the recovery, and Plaintiff
27 Gonzalez agreed to a contingency fee of at least forty-five percent (45%) of the recovery. The
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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.

59. Attorneys at Lawyers *for* Justice, PC have spent a total of **240.65 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. Of note, both Plaintiffs engaged in motion practice following Defendant's motion to compel arbitration and stay proceedings in both Plaintiffs' PAGA actions. The Lodestar chart below provides reference to the Court for the attorneys' fees requested (\$148,750.00) compared to the attorneys' fees calculated (\$209,222.00). As stated previously, each of the attorneys identified below performed their work in this matter exclusively on a contingency basis.

LAWYERS <i>for</i> JUSTICE, PC Attorney Hours, LFJ Rates, and Lodestar						
Attorney	Title	Bar No.	Admit Year	LFJ Hourly Rate	Hours	Lodestar
Edwin Aiwarzian	Managing Attorney & Shareholder	232943	2004	\$1,495	32.40	\$48,438.00
Arby Aiwarzian	Shareholder	269827	2010	\$1,295	2.45	\$3,172.75
Travis J. Maher	Senior Attorney	327206	2019	\$850	67.25	\$57,162.50
Margaux Gundzik	Mid-Level Attorney	340116	2021	\$725	138.55	\$100,448.75

<i>Total LFJ Hours</i>	240.65
<i>LFJ Base Lodestar Based on Individual Rates and Hours</i>	\$209,222.00

60. Plaintiffs' Counsel hereby provides the Court, following its recommendation, a lodestar cross-check table using the current Laffey Matrix hourly attorney rates. A true and correct copy of the Laffey Matrix obtained by Plaintiffs' Counsel on May 31, 2025 at <http://www.laffeymatrix.com/see.html>, is attached hereto as "**EXHIBIT 4.**"

61. Utilizing the Laffey Matrix, which incorporates the Laffey Matrix attorney rates, the calculated Base Lodestar is \$158,860.80, which is **greater** than the requested \$148,750.00.

LAWYERS for JUSTICE, PC Attorney Hours, Laffey Matrix Rates, and Lodestar						
Attorney	Title	Bar No.	Admit Year	Laffey Matrix Hourly Rate	Hours	Lodestar
Edwin Aiwasian	Managing Attorney & Shareholder	232943	2004	\$1,141	32.40	\$36,968.40
Arby Aiwasian	Shareholder	269827	2010	\$948	2.45	\$2,322.60
Travis J. Maher	Senior Attorney	327206	2019	\$581	67.25	\$39,072.25
Margaux Gundzik	Mid-Level Attorney	340116	2021	\$581	138.55	\$80,497.55
<i>Total LFJ Hours</i>				240.65		
<i>LFJ Base Lodestar Based on Individual Rates and Hours</i>				\$158,860.80		

62. The Laffey Matrix (as described in *Laffey v. Northwest Airlines*, 572 F. Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988)) is "a widely recognized compilation of attorney rates based on various levels of experience." *Theme Promotions, Inc. v. News Am.*

Mktg. FSI, Inc., 731 F. Supp. 2d 937, (N.D. Cal. 2010). It has been referenced by California Courts of Appeal in fixing attorneys' fees for work performed in California. *See, e.g., Syers Prop. III, Inc. v. Rankin*, 226 Cal.App.4th 691, 701–02 (2014); *Nemecek & Cole v. Horn*, 208 Cal.App.4th 641, 650–51 (2012). Because the Laffey Matrix is based on hourly rates for lawyers working in the Washington D.C. area, California courts have approved using the Federal Locality Pay Tables to adjust these rates to legal markets in California based on the cost-of-living differential between Washington D.C. and the relevant local market. *Rankin*, 226 Cal.App.4th at 701-702. Locality pay adjusts salaries for federal employees based on the cost of living in different geographic areas. The 2025 Federal Locality Pay Tables for Los Angeles and Washington D.C., show that Los Angeles has a locality payment of 36.47% over base rate, while Washington D.C. has a locality payment of 33.94% over base rate. A true and correct copy of the Salary Tables for Los Angeles and Washington D.C. are attached hereto as “**EXHIBIT 5.**” The ratio of locality payments over base rate between the two geographic areas supports that attorney rates in Los Angeles are comparable to Washington D.C.

63. In comparing the amount requested to the Lodestar based on the Laffey Matrix, the requested thirty-five percent (35%) of the Gross Settlement Amount (or, \$148,750.00) is an appropriate fee award.

64. Plaintiffs note that the Settlement Agreement states that “Plaintiff’s Counsel’s Attorney’s Fees, payable from the Gross Settlement Fund, **shall not exceed** thirty-five percent (35%) of the Gross Settlement Fund.” Settlement Agreement section III(D) (emphasis added). Further, the Settlement Agreement states that “If the Court does not approve the amount of Plaintiffs’ Counsel’s Attorney’s Fees, as requested or sought, the difference between the amount requested or sought by Plaintiffs’ Counsel and the amount approved by the Court shall revert to the Gross Settlement Fund.” *Id.*

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LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

65. 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 6." 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. The mediation fee paid on 12/13/25 is Plaintiffs' half of the fee. No experts were used by Plaintiffs. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$13,261.04 will be part of the Net Settlement Amount.

SERVICE AWARDS TO PLAINTIFFS

66. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(a) of the Settlement Agreement), the Settlement provides for a General Release Fee to each Plaintiff in the total amount of \$10,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs engaged in motion practice following Defendant's motion to compel arbitration and stay proceedings, in both the Gonzalez PAGA Action, and the Palacios PAGA action. Plaintiffs submit herewith declarations which outline their efforts, including the amount of time they spent working on their cases, and the substantive risks they faced as named representatives of their respective actions. Incentive awards "are discretionary, [citation], and

are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393-94 (citing *Rodriguez v. West Publishing Corp.* (9th Cir.2009) 563 F.3d 948, 958). “Without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable.” *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394 (citing *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, fn. omitted, citing *Matter of Continental Illinois Securities Litigation* (7th Cir.1992) 962 F.2d 566, 571). “[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class.” *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380 at 1394-95 (citing *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 at p. 806) An incentive award is appropriate “if it is necessary to induce an individual to participate in the suit.” *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380 at 1394-95 (citing *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 at p. 806). As explained in their declarations, Plaintiffs undertook significant risk to their reputation, taking a significant amount of time from their lives to dedicate to prosecuting the PAGA actions, which ultimately conferred a benefit to the Aggrieved Employees. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for each Plaintiff to receive a General Release Fee, in addition to any individual penalties payment they will receive as an aggrieved employee.

67. Under the terms of the Settlement Agreement § III(K)(4), as of the Effective Date, in addition to the Released Claims, Plaintiff Gonzalez and Plaintiff Palacios fully and finally release the Released Parties from all claims, demands, rights, liabilities and causes of action of

every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of the Agreement in connection with Plaintiffs' employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law. Further Plaintiff Gonzalez and Plaintiff Palacios expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

68. Plaintiff Gonzalez was employed by Defendant as an hourly-paid or non-exempt employee from approximately October 2020 to approximately March 2022. It is estimated that the potential damages, statutory penalties, or other relief that Plaintiff Gonzalez could be awarded if she was entirely successful at trial, on her individual claims, are as follows:

a) Unpaid overtime wages (California Labor Code §§ 510 and 1198)

i. \$357.00. This amount was calculated based on 0.5 hours of unpaid overtime wages at the hourly rate of \$17.00 for 28 weeks of employment during the PAGA Period (i.e., the period starting October 4, 2021 and up to March 29, 2022, Plaintiff's approximate last day of employment). Plaintiff Gonzalez regularly was forced to work off the clock, before clocking in, after clocking out, and during her meal and rest periods, for example, having to speak to her supervisor about the next urgent job duty that had to be completed, such as responding to flooding in the building.

b) Unpaid minimum wages (California Labor Code §§ 1194, 1197, 1197.1)

i. \$238.00. This amount was calculated based on 0.5 hours of unpaid minimum wages at the hourly rate of \$17.00 for 28 weeks of employment during the PAGA Period (i.e., the period starting October 4, 2021 and up to March 29, 2022, Plaintiff's approximate last day of employment). Plaintiff Gonzalez regularly was forced to work off the clock, before

1 clocking in, after clocking out, and during her meal and rest periods, for
2 example, having to speak to her supervisor about the next urgent job duty
3 that had to be completed, such as responding to flooding the building.

4 c) Unpaid meal period premiums (California Labor Code §§ 226.7 and 512(a))

5 i. \$952.00. This amount was calculated based on 2 meal period premiums
6 for 28 weeks of employment during the PAGA Period (i.e., the period
7 starting October 4, 2021 and up to March 29, 2022, Plaintiff's approximate
8 last day of employment). Plaintiff Gonzalez often was forced to work off
9 the clock, during her meal periods, for example, by having to answer work
10 related questions on her personal cell phone from her work colleagues.

11 d) Unpaid rest period premiums (California Labor Code § 226.7)

12 i. \$1,904.00. This amount was calculated based on 4 rest period premiums
13 for 28 weeks of employment during the PAGA Period (i.e., the period
14 starting October 4, 2021 and up to March 29, 2022, Plaintiff's approximate
15 last day of employment). Plaintiff Gonzalez was almost always forced to
16 work off the clock, during her rest periods, for example, by having to
17 answer work related questions on her personal cell phone from her work
18 colleagues.

19 e) Final wages not timely paid (California Labor Code §§ 201 and 202)

20 i. \$4,080.00. This maximum waiting time penalty amount was calculated
21 assuming penalties accrued for 30 days, 8 hours per day, using an hourly
22 rate of \$17.00. Plaintiff was not paid any meal or rest premiums, and was
23 not compensated for time worked off the clock.

24 f) Wages not timely paid during employment (California Labor Code §§ 204, 210)

25 i. \$2,700. (Plaintiff was employed for 14 pay periods during the PAGA
26 Period (i.e., the period starting October 4, 2021 and up to March 29, 2022,
27 Plaintiff's approximate last day of employment). Plaintiff was not paid any
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1 meal or rest premiums, and was not compensated for time worked off the
2 clock.

3 g) Non-compliant wage statements (California Labor Code § 226(a))

4 i. \$13,250. (Plaintiff was employed for 14 pay periods during the PAGA
5 Period (i.e., the period starting October 4, 2021 and up to March 29, 2022,
6 Plaintiff's approximate last day of employment). Plaintiff was not paid any
7 meal or rest premiums, and was not compensated for time worked off the
8 clock.

9 h) Unreimbursed business expenses (California Labor Code §§ 2800 and 2802)

10 i. \$56.00. This amount was calculated based on accrual of \$2 of
11 unreimbursed expenses for 28 weeks worked during the PAGA Period
12 (i.e., the period starting October 4, 2021 and up to March 29, 2022,
13 Plaintiff's approximate last day of employment). Plaintiff was obligated to
14 use her personal work phone for work related purposes such as constantly
15 responding to questions from her supervisor. She also purchased gloves
16 for cleaning and one pair of boots. She was not compensated for these out
17 of pocket purchases.

18 69. Plaintiff's Counsel estimates that the potential value to be recovered if Plaintiff
19 Gonzalez were successful at trial on all of her individual claims is \$23,537, and applying a
20 discount of 50% to account for the likelihood of prevailing on the merits of the claims and other
21 attended risks (associated with Plaintiff Gonzalez's arbitration, providing merits, providing
22 damages, and obtaining a recovery), the risk-adjusted value of Plaintiff Gonzalez's claims is
23 closer to \$11,768.50.

24 70. Accordingly, it is appropriate and just for Plaintiff Gonzalez to receive a General
25 Release Fee in the amount of \$10,000.00, for her broader release and waiver of claims and
26 California Civil Code section 1542 waiver.

27 71. Plaintiff Palacios was employed by Defendant as an hourly-paid or non-exempt
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employee from approximately May 2022 to approximately July 2022. It is estimated that the potential damages, statutory penalties, or other relief that Plaintiff Palacios could be awarded if she was entirely successful at trial, on her individual claims, are as follows:

a) Unpaid overtime wages (California Labor Code §§ 510 and 1198)

- i. \$0.00. This amount was calculated based on 0 hours of unpaid overtime wages at the hourly rate of \$19.00 for 8 weeks of employment during the PAGA Period (i.e., the period starting October 4, 2021 and up to July 29, 2022, Plaintiff's approximate last day of employment).

b) Unpaid minimum wages (California Labor Code §§ 1194, 1197, 1197.1)

- i. \$152.00. This amount was calculated based on 1 hour of unpaid minimum wages at the hourly rate of \$19.00 for 8 weeks of employment during the PAGA Period (i.e., the period starting October 4, 2021 and up to July 29, 2022, Plaintiff's approximate last day of employment). Plaintiff was not compensated for work she did off the clock, including attending to and cleaning broken pipes, vacuuming, removing waste water, cleaning restrooms, taking out the trash, cleaning the offices, sweeping, and mopping, before and after clocking in and out for the day, as well as during meal periods.

c) Unpaid meal period premiums (California Labor Code §§ 226.7 and 512(a))

- i. \$456.00. This amount was calculated based on 3 meal period premiums for 8 weeks of employment during the PAGA Period (i.e., the period starting October 4, 2021 and up to July 29, 2022, Plaintiff's approximate last day of employment). Plaintiff was frequently forced to work during her meal periods and was often interrupted by her coworkers, to respond to urgent matters that required immediate cleaning.

d) Unpaid rest period premiums (California Labor Code § 226.7)

- i. \$760.00. This amount was calculated based on 5 rest period premiums for

1 8 weeks of employment during the PAGA Period (i.e., the period starting
2 October 4, 2021 and up to July 29, 2022, Plaintiff's approximate last day
3 of employment). Plaintiff Palacios never received a rest period, due to the
4 very high workload she was expected to complete on a daily basis, which
5 included cleaning broken pipes, vacuuming, removing waste water,
6 cleaning restrooms, taking out the trash, cleaning the offices, sweeping,
7 and mopping.

8 e) Final wages not timely paid (California Labor Code §§ 201 and 202)

9 i. \$4,560.00. This maximum waiting time penalty amount was calculated
10 assuming penalties accrued for 30 days, 8 hours per day, using an hourly
11 rate of \$19.00. Plaintiff was not paid any meal or rest premiums, and was
12 not compensated for time worked off the clock.

13 f) Wages not timely paid during employment (California Labor Code §§ 204, 210)

14 i. \$700. Plaintiff was employed for 4 pay periods during the PAGA Period
15 (i.e., the period starting October 4, 2021 and up to July 29, 2022, Plaintiff's
16 approximate last day of employment). Plaintiff was not paid any meal or
17 rest premiums, and was not compensated for time worked off the clock.

18 g) Non-compliant wage statements (California Labor Code § 226(a))

19 i. \$3,250. (Plaintiff was employed for 4 pay periods during the PAGA
20 Period (i.e., the period starting October 4, 2021 and up to July 29, 2022,
21 Plaintiff's approximate last day of employment). Plaintiff was not paid any
22 meal or rest premiums, and was not compensated for time worked off the
23 clock.

24 h) Unreimbursed business expenses (California Labor Code §§ 2800 and 2802)

25 i. \$64.00. This amount was calculated based on accrual of \$8 of
26 unreimbursed expenses for 8 weeks worked during the PAGA Period (i.e.,
27 the period starting October 4, 2021 and up to July 29, 2022, Plaintiff's
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approximate last day of employment). Plaintiff was obligated to use her personal work phone for work related purposes such as constantly responding to questions from her supervisor. She also purchased gloves for cleaning and one pair of boots. She was not compensated for these out of pocket purchases.

72. Plaintiffs' Counsel estimates that the potential value to be recovered if Plaintiff Palacios were successful at trial on all of her individual claims is \$9,942, and applying a discount of 50% to account for the likelihood of prevailing on the merits of the claims and other attended risks (associated with Plaintiff Gonzalez's arbitration, providing merits, providing damages, and obtaining a recovery), the risk-adjusted value of Plaintiff Gonzalez's claims is closer to \$4,971.50.

73. Accordingly, it is appropriate and just for Plaintiff Palacios to receive a General Release Fee in the amount of \$10,000.00, for her broader release and waiver of claims and California Civil Code section 1542 waiver.

74. Plaintiffs note that, pursuant to section III(E) of the Settlement Agreement, the amount of \$10,000.00 is the maximum the Court may allow: "The Enhancement Payment(s) shall be paid from, and not in addition to, the Gross Settlement Amount. Any amounts not awarded by the Court under this provision shall be included in the Net Settlement Amount." Settlement Agreement section III(E).

**THE IMPACT OF SEPARATE CLASS CLAIMS INCLUDED IN JCCP 5283, BUT
WHICH ARE NOT INCLUDED IN THE SETTLEMENT, AND THE NUMBER OF
AGREEMENTS SIGNED**

7. Plaintiff Palacios does not have any class claims, as her action, *Palacios v. Planned Companies et al.*, San Francisco Superior Court Case No. CGC-23-607548, only contains one cause of action, under PAGA. Plaintiff Palacios has only signed one agreement, for the settlement of her PAGA action which is the purpose of the instant Motion. For clarification, Plaintiff Gonzalez's class action, *Gonzalez v. Planned Companies et al.*, San

1 Francisco Superior Court Case No. CGC-22-602525, which was coordinated under JCCP 5283,
2 was stayed by the Court on July 3, 2024, pending the arbitration of her individual PAGA claim.
3 Per the Court's instructions, Plaintiff Gonzalez filed an Unopposed Motion to Dismiss Class
4 Action, which is now set to be heard on August 28, 2025 at 10:00 am. In her Unopposed Motion
5 to Dismiss Class Action, Plaintiff Gonzalez seeks dismissal of her individual claims with
6 prejudice and dismissal of the class claims without prejudice. As stated in her Unopposed
7 Motion to Dismiss Class Action, neither Plaintiff Gonzalez nor Plaintiffs' Counsel are receiving
8 consideration, including any fees or costs, for dismissing the Gonzalez class action. Plaintiff
9 Gonzalez has only signed one agreement, for the settlement of her PAGA claims, as detailed in
10 the instant Renewed Motion for Approval of PAGA Settlement.

11 CONCLUSION

12 75. In conformity with California Labor Code section 2699(1)(2), Plaintiffs' Counsel
13 is submitting the Plaintiffs' Renewed Motion for Approval (along with the Settlement
14 Agreement) to the LWDA on the same day that the Renewed Motion for Approval is being filed
15 with the Court, as set forth in the Proof of Service filed concurrently herewith.

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

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

24 Executed this 22nd day of July 2025, at Glendale, California.

25 

26 _____
Travis J. Maher

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.

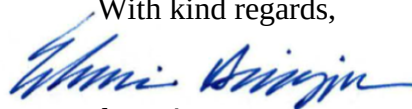
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

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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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. Palacios 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.

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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.

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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.”

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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.

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

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

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

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

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

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

24 **L. “Operative Complaints”** mean, the Complaints filed on December 8, 2022 in
25 the Gonzalez PAGA Action, and the Complaint filed on July 11, 2023 in the Palacios PAGA
26 Action.
27

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
28

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,
28

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
28

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.

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

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

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

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

19 6) Procedures for Uncashed Checks. Checks for Individual Settlement
20 Payments shall be negotiable for one hundred eighty (180) calendar days from the date of their
21 issuance. If a check is returned to the Settlement Administrator as undeliverable during the 180-
22 day period, the Settlement Administrator shall take all reasonable efforts to identify the
23 Aggrieved Employee's correct address, including the performance of a "skip-trace." If an
24 updated address can be identified, the Settlement Administrator shall issue another check to the
25 Aggrieved Employee and mail it to the Aggrieved Employee at his or her updated address. An
26 Aggrieved Employee who failed to receive their Individual Settlement Payment check despite
27 the procedures described herein shall nevertheless remain bound by the Settlement and the
28

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

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

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

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

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

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

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

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

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

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.

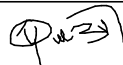
15) Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement exchange among 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:  2025-01-15 00:07:58 UTC - 72.158.157.57
Nintex AssureSign® 1ffa11a-216-48ab-95ce-b26600017860

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.

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.

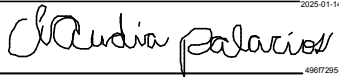
17) Parties' Authority. The signatories to this Agreement, including any person executing on behalf of a corporate signatory, warrant and represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions of the Agreement.

IT IS SO AGREED:

Dated: _____, 2025

Ana Yancy Gonzalez
Plaintiff

Dated: January 13 _____, 2025

Electronically Signed 2025-01-14 08:16:33 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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Attorneys for Plaintiffs Ana Gonzalez and Claudia Palacios

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Attorneys for Defendant Planned Building Services, Inc.

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

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PLANNED COMPANIES WAGE
AND HOUR CASES**

Coordinated actions:

Gonzalez v Planned Companies, et al.
Superior Court of California
County of San Francisco
No. CGC-22-603352

Gonzalez v. Planned Companies, et al.
Superior Court of California
County of San Francisco
No. CGC-22-602525

Palacios v Planned Companies, et al.
Superior Court of California
County of San Francisco
No. CGC-23-607548.

Case No.: CJC-23-005283

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5283

Honorable Jeffrey S. Ross
Dept. 606

**AMENDMENT NO. 1 TO THE
SETTLEMENT AGREEMENT OF
REPRESENTATIVE ACTIONS UNDER
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

Plaintiff Ana Gonzalez (“Plaintiff Gonzalez”) and Plaintiff Claudia Palacios (“Plaintiff Palacios”), (referred to together herein as, the “Plaintiffs”) as well as Defendant Planned Building Services, Inc. (collectively, Plaintiffs and Defendant referred to herein as, the “Parties”), pursuant to Section M(4) of the Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act (“Original Agreement”) entered into by the Parties on or around January 21, 2025, hereby agree to **amend and supplant** the Original Agreement, as stated herein. Together, the Original Agreement and this Amendment No. 1 to the Settlement Agreement of Representative Actions under the California Labor Code Private Attorneys General Act are together referred to as the “Settlement,” “Agreement,” or “Settlement Agreement.” The amendment stated herein are incorporated by this reference:

1. **Section III(K) is hereby amended to state as follows:**

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.*)(“PAGA Released Claims”). The PAGA Released Claims include, 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 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; (b) 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.

DATED: June _____, 2025

By: _____
Ana Yancy Gonzalez

DATED: June 11, 2025

By: 
Claudia Palacios

DATED: June _____, 2025

Planned Building Services, Inc.

By: _____
David Han
CFO

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.

DATED: June 10, 2025

By: 
Ana Yancy Gonzalez

DATED: June _____, 2025

By: _____
Claudia Palacios

DATED: June _____, 2025

Planned Building Services, Inc.

By: _____
David Han
CFO

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

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.

DATED: June __, 2025

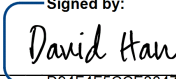
By: _____
Ana Yancy Gonzalez

DATED: June __, 2025

By: _____
Claudia Palacios

DATED: June 9, 2025

PLANNED BUILDING SERVICES, INC.

By:  _____
David Han
CFO

Signed by:
D94F4F5CCE30477...

Exhibit 3

Gonzalez v. Planned Companies et al. (Gonzalez PAGA Action)
San Francisco Superior Court Case No. CGC-22-603352

Palacios v. Planned Companies et al. (Palacios PAGA Action)
San Francisco Superior Court Case No. CGC-23-607548

Coordinated as *Planned Companies Wage and Hour Cases* (JCCP 5283)
San Francisco Superior Court Case No. CJC-23-005283

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Communicate with Plaintiff Ana Gonzalez (“Plaintiff Gonzalez”) during the Case [Gonzalez PAGA Action] • Edwin Aiwazian (2.50 hours) • Travis J. Maher (16.0 hours) • Margaux Gundzik (1.5 hours)	20.00
Communicate with Plaintiff Caludia Palacios (“Plaintiff Palacios”) during the Case [Palacios PAGA Action] • Edwin Aiwazian (2.50 hours) • Travis J. Maher (17.0 hours) • Margaux Gundzik (2 hours)	21.50

Pleadings and Court Filings	
Review Materials and Draft Plaintiff Gonzalez’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on December 8, 2022) [Gonzalez PAGA Action] • Edwin Aiwazian (5.0 hours) • Arby Aiwazian (1.25 hours)	6.25
Review Court’s Notice to Plaintiff (filed and served on December 8, 2022) [Gonzalez PAGA Action] • Arby Aiwazian	0.30
Review and Analyze Answer of Defendants to Plaintiff’s Complaint and Research Affirmative Defenses in Answer (filed and served on January 20, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	1.10
Prepare and file Proof of Summons on Complaint for Planned Building Service, Inc., Planned Building Services, LLC, Planned Companies, Planned Lifestyle Services, Inc., and Planned Lifestyle Services, LLC (all filed and served on February 1, 2023) [Gonzalez PAGA Action] • Arby Aiwazian	0.30
Prepare and file Declaration of Margaux Gundzik In Support of An Automatic Extension of Plaintiff’s Deadline to Demurrer and File a Motion to Strike (filed and served on February 9, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	1.20
Prepare and file Demurrer to Answer to Complaint, Declaration of Margaux In Support Thereof, and Proof of Service (filed and served on March 10, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.80

Review Defendant's Application for Approval of Complex Litigation Designation & Complex Litigation Designation Fee (filed and served on March 15, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Review Notice of Related Cases (Case nos. CGC-21-590651 and CGC-22-602525) filed by Defendant (filed and served on March 15, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.60
Review Defendant's First Amended Answer to Plaintiff's Representative PAGA Action Complaint (filed and served on March 24, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.80
Prepare and file Notice of Withdrawal of Demurrer (filed and served on April 3, 2024) [Gonzalez PAGA Action] • Margaux Gundzik	0.20
Review Court Order Granting Complex Designation and for Single Assignment to Judge Andrew Y.S. Cheng For All Purposes, and Setting Case Management Conference (issued on April 14, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Review Order and Joint Stipulation to Continue Plaintiff's Filing Deadline (filed and served on April 28, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Meet and confer with Defendant's Counsel and draft Plaintiff's portions of the Joint Case Management Statement (filed and served on May 4, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.50

Prepare and file Notice of Order of Assigning Coordination Motion Judge (filed and served on May 22, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Prepare and file Notice of Entry of Order/Ruling (filed and served on May 23, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.20
Prepare and file Notice of Order Assigning Coordination Motion Judge (filed and served on June 1, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Review Materials and Draft Plaintiff Palacios' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on July 11, 2023) [Palacios PAGA Action] • Edwin Aiwazian (5.0 hours) • Arby Aiwazian (1.25 hours)	6.25
Review Court's Notice to Plaintiff (filed and served on July 11, 2023) [Palacios PAGA Action] • Arby Aiwazian	0.20
Prepare Notice of Acknowledgement and Receipt of Summons and Complaint – Civil, for all Defendants (filed on August 7, 2023) [Palacios PAGA Action] • Arby Aiwazian	0.20
Prepare Proof of Summons on Complaint (filed on August 16, 2023) [Palacios PAGA Action]	0.20

• Arby Aiwazian	
Prepare and file Notice of Entry of Order/Notice of Ruling (filed on August 23, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	0.30
Review Judicial Council of California's Orders assigning Coordination Motion Judge and Coordination Trial Judge (issued on August 28, 2023, served on September 5, 2023) [JCCP 5283] • Margaux Gundzik	0.40
Review Court Order Denying Complex Designation for Failure to File Application Requesting Designation (issued on August 29, 2023) [Palacios PAGA Action] • Margaux Gundzik	0.20
Prepare Notice of Order Assigning Coordination Trial Judge, filed on September 14, 2023 [JCCP 5283] • Margaux Gundzik	0.30
Meet and Confer with Opposing Counsel (for Defendants), and prepare Plaintiff's portion for the Joint Case Management Statement (filed and served on September 28, 2023) [JCCP 5283] • Margaux Gundzik	0.60
Review Court Order Overruling Defendants' Demurrer to Plaintiff's Class Claims (issued on October 11, 2023) [JCCP 5283] • Margaux Gundzik	0.40
Review Court Order re Minutes for October 17, 2023 Hearing and Order After October 17, 2023 Case Management Conference (issued on October 17, 2023) [JCCP 5283] • Margaux Gundzik	0.30

Review Court Order Granting Defendants’ Motion to Compel Arbitration of Plaintiff’s Individual Claims and to Stay Representative Action (issued on October 19, 2023) [JCCP 5283] • Margaux Gundzik	1.10
Review Court Order Continuing Case Management Conference to February 14, 2024, issued on November 16, 2023 [Palacios PAGA Action] • Margaux Gundzik	0.10
Prepare and file Notice of Continuance of Case Management, filed on November 21, 2023 [Palacios PAGA Action] • Margaux Gundzik	0.20
Prepare and file Case Management Conference Statement, filed on January 30, 2024 [Palacios PAGA Action] • Margaux Gundzik	0.30
Prepare and file Notice of Entry of Order/Notice of Ruling filed on January 31, 2024 [Palacios PAGA Action] • Margaux Gundzik	0.20
Review Court Order Vacating February 14, 2024 Case Management Conference, and Coordinating Case with JCCP 5283, issued on February 1, 2024 [Palacios PAGA Action] • Margaux Gundzik	0.90
Meet and Confer with Opposing Counsel and prepare Plaintiffs’ portion of the Joint Case Management Statement filed on February 29, 2024 [JCCP 5283] • Margaux Gundzik	1.20

Review Minute Order and Order After March 12, 2024 Case Management Conference, both issued on March 12, 2024 [JCCP 5283] • Margaux Gundzik	0.20
Prepare Case Management Statement for May 30, 2024 Case Management Conference, filed on May 22, 2024 [JCCP 5283] • Margaux Gundzik	0.30
Review Minute Order and Court Order After May 30, 2024 Case Management Conference, both issued on May 30, 2024 [JCCP 5283] • Margaux Gundzik	0.20
Review Order re Joint Stipulation to Transfer Venue From San Francisco Superior Court to Sacramento Superior Court, issued on August 29, 2024 [JCCP 5283] • Travis J. Maher	0.80
Meet and Confer with Opposing Counsel and prepare Plaintiff's portion of Joint Case Management Statement, filed on September 18, 2024 [JCCP 5283] • Travis J. Maher	0.50
Review Court Order (Minutes) and Court Order After September 25, 2024 Case Management Conference, both issued on September 25, 2024 [JCCP 5283] • Travis J. Maher	0.30
Review Order on Joint Stipulation to Transfer Venue from San Francisco Superior Court to Sacramento Superior Court, issued on October 23, 2024 [JCCP 5283] • Travis J. Maher	0.90

Meet and Confer with Defendant and Prepare Joint Notice of Settlement and Request for Status Conference in Case No. CGC-22-603352; CGC-22-602525 AND CGC-23-607548, filed on October 30, 2024 [JCCP 5283] • Travis J. Maher	0.60
Review Court Order Setting Preliminary Approval Hearing and Status Conference (All Cases), issued on November 14, 2024 • Travis J. Maher	0.30
Meet and Confer with Defendants and prepare Plaintiff's portion of Joint Status Conference Statement filed on November 25, 2024 [JCCP 5283] • Travis J. Maher	0.60
Review Court Order After December 3, 2024 Status Conference and Minute Order, both issued on December 3, 2024 [JCCP 5283] • Travis J. Maher	0.20
Review Court Order – General Order Re: Judicial Counsel Coordination Proceeding Reassignment, issued on January 13, 2025 [JCCP 5283] • Travis J. Maher	0.20
Prepare and file Notice of Change of Address, filed on January 21, 2025 [JCCP 5283] • Travis J. Maher	0.30
Meet and Confer with Defendants and prepare Plaintiff's portion of Joint Status Conference Statement, filed on January 21, 2025 [JCCP 5283] • Travis J. Maher	0.50

Review Court Order (Minutes), issued on January 29, 2025 [JCCP 5283] Travis J. Maher	0.20
Review Court Order After January 29, 2025 Status Conference, issued on February 3, 2025 [JCCP 5283] Travis J. Maher	0.20
Prepare and file Notice of Change of Address, filed on February 3, 2025 [Palacios PAGA Action] Travis J. Maher	0.30
Prepare and file Notice of Change of Address, filed on February 3, 2025 [Gonzalez PAGA Action] Travis J. Maher	0.30
Review Notice of Related Case filed by Defendant on February 6, 2025 [JCCP 5283] Travis J. Maher	0.30
Review Court Order Requesting Supplemental Briefing, issued on March 20, 2025 [JCCP 5283] Travis J. Maher	0.90
Review Court Order Continuing March 27, 2025 Hearing, issued on March 25, 2025 [JCCP 5283] Travis J. Maher	0.30
Appearances	
Prepare for and attend Hearing on Petition to Coordinate [JCCP 5283] Margaux Gundzik	2.0
Prepare for and attend Case Management Conference and Hearing on Defendant's Motion to Compel Arbitration of Plaintiff's Individual Claims and Stay Representative Action (October 17, 2023) [JCCP 5283]	2.75

• Margaux Gundzik	
Prepare for and remotely attend (via CourtCall) Case Management Conference (March 12, 2024) [JCCP 5283] • Margaux Gundzik	1.25
Prepare for and remotely attend (via CourtCall) Hearing in Dept. 613 (Complex Litigation) on Defendants' Motion to Compel Arbitration of Plaintiffs' Individual Claims and Stay Non-Individual PAGA Claims (May 30, 2024) [JCCP 5283] • Travis J. Maher (1.25 hours) • Margaux Gundzik (1.50 hours)	2.75
Prepare for and remotely attend (via CourtCall) Case Management Conference (September 25, 2024) [JCCP 5283] • Margaux Gundzik	1.25
Prepare for and remotely attend (via CourtCall) Status Conference Hearing (December 3, 2024) [JCCP 5283] • Margaux Gundzik	.75
Prepare for and remotely attend (via Zoom) Case Management Conference in Dept. 606 (Complex Litigation) [JCCP 5283] (January 29, 2025) • Travis J. Maher	1.5
Discovery and Deposition	
Review Materials, Research, and Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ana Gonzalez (served on May 24, 2022) [Gonzalez PAGA Action] • Edwin Aiwarzian	2.10

Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ana Gonzalez (received on June 14, 2022) [Gonzalez PAGA Action] • Edwin Aiwarzian	1.50
Review Materials, Research, and Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Claudia Palacios (served on September 7, 2022) [Palacios PAGA Action] • Edwin Aiwarzian	2.00
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Claudia Palacios (received on September 29, 2022) [Palacios PAGA Action] • Edwin Aiwarzian	1.50
Draft Plaintiff Ana Gonzalez’s Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Production of Documents (Set One), and PMK Deposition Notices to all named Defendants (Class) (served on February 21, 2023) [JCCP 5283] • Margaux Gundzik	3.90
Review and Analyze Defendants Objections and Responses to Plaintiff Ana Gonzalez’s Discovery propounded on February 21, 2023 and February 22, 2023 (served on April 7, 2023) [JCCP 5283] • Margaux Gundzik	4.60
Draft Plaintiff Ana Gonzalez and Plaintiff Claudia Palacios’ Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Production of Documents (Set One), and PMK Deposition Notices to all named Defendants (JCCP) (served on April 19, 2023) [JCCP 5283] • Margaux Gundzik	2.60

Draft Plaintiff Ana Gonzalez and Plaintiff Claudia Palacios' Notice(s) of Deposition of Person Most Knowledgeable for each named Defendant (served on May 22, 2023) [JCCP 5283] • Margaux Gundzik	1.80
Review and Analyze Defendants' Objections and Responses to Plaintiff Ana Gonzalez and Plaintiff Claudia Palacios' Discovery propounded on April 19, 2023 (served on June 14, 2023) [JCCP 5283] and [Gonzalez PAGA Action] • Margaux Gundzik	5.20
Review and Analyze Defendants' Objections and Responses to Plaintiff Ana Gonzalez and Plaintiff Claudia Palacios' Notice(s) of Depositions of Persons Most Knowledgeable for each Defendant (served on July 5, 2024) [JCCP 5283] • Margaux Gundzik	1.70
Letters and Correspondence	
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on October 4, 2022) [Gonzalez PAGA Action] and [JCCP 5283] • Edwin Aiwazian	2.10
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on January 3, 2023) [Palacios PAGA Action] • Edwin Aiwazian	2.10
Draft Correspondence (Meet and Confer Letter) to Defense Counsel re: Defendants' Answer (served on February 1, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	1.60

Draft Correspondence (Meet and Confer Letter) to Defense Counsel re: Defendants' Answer (served on March 29, 2023) [Gonzalez PAGA Action] • Margaux Gundzik	3.20
Draft Correspondence (Meet and Confer Letter(s)) to Defense Counsel re: Defendants' Discovery Responses (both Class and PAGA matters) (served on April 21, 2023) [Gonzalez PAGA Action] and [JCCP 5283] • Margaux Gundzik	4.60
Review Correspondence from Judicial Council of California, Administrative Coordinator Bernadine M. Adams, re Coordination Motion Judge (served on August 18, 2023) [JCCP 5283] • Margaux Gundzik	0.10
Mediation/Settlement	
Meet and confer with Defense Counsel re potential Arbitrators, potential for Mediation, potential Mediators [JCCP 5283] • Margaux Gundzik	1.10
Meet and confer with Defense Counsel re Mediation document production by Defendant [JCCP 5283] • Margaux Gundzik	2.10
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation [JCCP 5283] • Margaux Gundzik	11.50

Prepare for Mediation, Including Researching Settlement Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Damages Analysis/Calculations [JCCP 5283] • Edwin Aiwazian (1.00) • Margaux Gundzik (14.40)	15.40
Attend Mediation Session with Michael J. Loeb Esq (February 5, 2024, via Zoom Video Conference) [JCCP 5283] • Edwin Aiwazian (3.50 hours) • Margaux Gundzik (5.50 hours)	9.00
Draft, Review, Revise, Negotiate, and Finalize PAGA and Class Settlement Agreements (executed on January 21, 2025) [JCCP 5283] • Edwin Aiwazian (1.50 hours) • Travis J. Maher (6.50 hours)	8.00
Coordinate Settlement Administration with potential Settlement Administrators, and compare to Defendant's proposal [JCCP 5283] • Travis J. Maher	0.90
Law and Motion	
Review Defendants' filings related to their Motion to Compel Arbitration of Plaintiff Gonzalez's Individual Claims and Stay Non-Individual Claims (all filed and served on March 24, 2023)[Gonzalez PAGA Action]: - Defendant's Motion to Compel Arbitration of Plaintiff's Individual Claims and to Stay Representative Action;	3.90

- [Proposed] Order Granting Motion to Compel Arbitration; and - Declarations of Nicholle Fernandes and Cody Stroman In Support Of Defendants Motion to Compel Arbitration of Plaintiff's Individual Claims and to Stay Representative Action • Margaux Gundzik	
Prepare and Draft Notice of Submission of Petition for Coordination and Application for Immediate Stay and supporting documents (filed and served on May 10, 2023) [JCCP 5283] • Margaux Gundzik	5.40
Draft and prepare Plaintiff's filings in opposition to Defendant's Motion to Compel Arbitration of Plaintiff Gonzalez's Individual Claims and Stay Non-Individual Claims (all filed and served on April 10, 2023) [Gonzalez PAGA Action]: - Plaintiff's Opposition to Defendants to Motion to Compel Arbitration Of Plaintiff's Individual Claims and to Stay Representative Action, - Declaration of Margaux Gundzik In Support Of, - Declaration of Ana Gonzalez In Support Of, • Margaux Gundzik	4.30
Review Defendants' filings related to their Reply In Support of Motion to Compel Arbitration of Plaintiff Gonzalez's Individual Claims and Stay Non-Individual Claims (all filed and served on April 14, 2023) [Gonzalez PAGA Action]: - Defendant's Reply and Memorandum of Points and Authorities In Support Of Motion to Compel Arbitration of Plaintiff's Individual Claims and to Stay Representative Action,; - Supplemental Declaration of Cody Stroman In Support Thereof; - Supplemental Declaration of Monica Calderon In Support Thereof ; and - Supplemental Declaration of Nicholle Fernandes In Support Thereof ; • Margaux Gundzik	1.80
Review Defendants' Motion to Compel Plaintiff Palacios' Individual Claims to Arbitration and Stay Non-Individual Claims (all filed and served on May 3, 2024) [JCCP 5283]:	3.40

- Defendants' Notice of Motion and Motion to Compel Arbitration of Plaintiffs' Individual Claims and Stay Non-Individual Claims; Memorandum of Points and Authorities In Support Thereof; - Declarations of Jonathan C. Pearce and Nicholle Fernandes In Support Of Motion to Compel Arbitration; - Notice of Motion to Stay Action Pending Arbitration; Memorandum of Points and Authorities; and - Declaration of Jonathan C. Pearce In Support of Motion to Stay Action Pending Arbitration • Margaux Gundzik	
Draft and prepare Plaintiff Palacios' filings in opposition to Defendant's Motion to Compel Plaintiff Palacios' Individual Claims to Arbitration and Stay Non-Individual Claims (all filed and served on March 16, 2024) [JCCP 5283]: - Plaintiff's Opposition to Defendants' Motion to Compel Arbitration; - Declarations of Margaux Gundzik and Claudia Palacios In Support Of Opposition to Defendant's Motion to Compel Arbitration; and - Plaintiff's Opposition to Defendants' Motion to Stay Action Pending Arbitration. • Margaux Gundzik	4.80
Review Defendants' filings related to their Reply re: Motion to Compel Plaintiff Palacios' Individual Claims to Arbitration and Stay Non-Individual Claims (all filed by Defendants on May 22, 2024) [JCCP 5283]: - Defendants' Reply In Support of Motion to Stay Action Pending Arbitration; Memo of Points and Authorities In Support of; - Jonathan's Supplemental Declaration In Support of Reply; - Defendants' Reply In Support of Motion to Compel Arbitration, Defendants' - Request for Judicial Notice In Support of Motion to Compel Arbitration; and - Supplemental Declarations of Jonathan C. Pearce and Nicholle Fernandez In Support of Motion to Compel Arbitration. • Margaux Gundzik	1.70

Draft and prepare Plaintiff's filings in opposition to Defendant's Request for Judicial Notice and Motion to Compel Plaintiff Palacios' Individual Claims to Arbitration and Stay Non-Individual Claims (all filed and served on June 6, 2024) [JCCP 5283]: - Plaintiff's Opposition to Defendant's Request for Judicial Notice; - Supplemental Brief In Opposition to Defendants' Motion to Compel Arbitration; and - Supplemental Declaration of Claudia Palacios In Support of Opposition to Defendants' Motion to Compel Arbitration, • Margaux Gundzik	1.10
Review Defendants' Sur Brief In Support of Motion to Compel Plaintiff Palacios' Individual Claims to Arbitration and Stay Non-Individual Claims , filed and served on June 12, 2024 [JCCP 5283]	1.40
Research and draft settlement approval documents (all filed and served on February 28, 2025)[JCCP 5283]: - Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administration Costs; - Declaration of Travis J. Maher in Support Thereof; - Declarations of Plaintiff Gonzalez and Palacios in Support Thereof; and - [Proposed] Order and Judgment • Edwin Aiwazian (2.10 hours) • Travis J. Maher (21.50 hours)	23.60
Draft Statement In Response to Order Requesting Supplemental Briefing (filed and served on March 24, 2025) [JCCP 5283] • Travis J. Maher	1.10

Research and Draft Supplemental Declaration of Travis J. Maher in Support Thereof, Supplemental Declarations of Plaintiff Gonzalez and Palacios in Support Thereof, and Revised [Proposed] Order and Judgment [JCCP 5283] • Edwin Aiwazian (0.50 hours) • Travis J. Maher (9.80 hours)	10.30
Total Hours:	240.65

Exhibit 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 5

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 29,949	\$ 30,954	\$ 31,949	\$ 32,941	\$ 33,935	\$ 34,516	\$ 35,502	\$ 36,495	\$ 36,535	\$ 37,463
2	33,675	34,476	35,592	36,535	36,945	38,031	39,117	40,203	41,290	42,376
3	36,745	37,969	39,194	40,418	41,642	42,866	44,090	45,315	46,539	47,763
4	41,247	42,622	43,998	45,374	46,749	48,125	49,500	50,876	52,251	53,627
5	46,148	47,685	49,223	50,761	52,298	53,836	55,373	56,911	58,449	59,986
6	51,442	53,157	54,871	56,586	58,300	60,014	61,729	63,443	65,158	66,872
7	57,164	59,070	60,976	62,882	64,788	66,694	68,600	70,506	72,412	74,318
8	63,307	65,418	67,529	69,639	71,750	73,861	75,972	78,083	80,194	82,305
9	69,923	72,254	74,584	76,915	79,246	81,576	83,907	86,237	88,568	90,898
10	77,001	79,567	82,133	84,700	87,266	89,832	92,399	94,965	97,531	100,097
11	84,601	87,420	90,239	93,059	95,878	98,698	101,517	104,337	107,156	109,975
12	101,401	104,781	108,162	111,543	114,923	118,304	121,684	125,065	128,446	131,826
13	120,579	124,599	128,619	132,638	136,658	140,677	144,697	148,716	152,736	156,755
14	142,488	147,238	151,987	156,737	161,486	166,236	170,985	175,735	180,484	185,234
15	167,603	173,190	178,776	184,363	189,950	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

Salary Table 2025-LA
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 2.17%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,515	\$ 31,538	\$ 32,552	\$ 33,563	\$ 34,576	\$ 35,168	\$ 36,173	\$ 37,184	\$ 37,225	\$ 38,171
2	34,311	35,127	36,264	37,225	37,643	38,749	39,856	40,963	42,070	43,176
3	37,439	38,687	39,934	41,181	42,429	43,676	44,923	46,171	47,418	48,665
4	42,026	43,427	44,829	46,231	47,632	49,034	50,435	51,837	53,238	54,640
5	47,019	48,586	50,153	51,719	53,286	54,853	56,419	57,986	59,553	61,119
6	52,414	54,161	55,908	57,654	59,401	61,148	62,895	64,642	66,389	68,135
7	58,244	60,186	62,128	64,070	66,012	67,954	69,896	71,838	73,780	75,722
8	64,503	66,653	68,804	70,955	73,106	75,256	77,407	79,558	81,709	83,859
9	71,244	73,619	75,993	78,368	80,742	83,117	85,492	87,866	90,241	92,615
10	78,455	81,070	83,685	86,300	88,914	91,529	94,144	96,759	99,373	101,988
11	86,199	89,071	91,944	94,817	97,689	100,562	103,435	106,307	109,180	112,053
12	103,316	106,760	110,205	113,649	117,094	120,538	123,983	127,427	130,872	134,317
13	122,857	126,953	131,048	135,144	139,239	143,334	147,430	151,525	155,621	159,716
14	145,180	150,019	154,858	159,697	164,536	169,376	174,215	179,054	183,893	188,733
15	170,769	176,461	182,153	187,845	193,538	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

Exhibit 6

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:			\$3,178.30



Invoice Number	Invoice Date	Account Number	Page
8-749-87886	Jan 24, 2025	4602-8728-6	1 of 3

Billing Address:

LAWYERS FOR JUSTICE, PC
410 ARDEN AVE STE 203
GLENDALE CA 91203-4007

Shipping Address:

LAWYERS FOR JUSTICE, PC
410 ARDEN AVE STE 203
GLENDALE CA 91203-4007

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges USD \$208.46
TOTAL THIS INVOICE USD \$208.46

You saved \$29.70 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:

<https://www.fedex.com/EarnedDiscounts/>.

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.

**Account Summary as of Jan 24, 2025**

Previous Balance 84.52
Payments 0.00
Adjustments 0.00
New Charges 208.46

New Account Balance \$292.98

Payments not received by Feb 08, 2025 are subject to a late fee.

Important Service Message:

Keep up with the latest fraud prevention tips and alerts from FedEx. Visit the Fraud and Securities Center for more information.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
8-749-87886	USD \$208.46	4602-8728-6	USD \$292.98

Remittance Advice

Your payment is due by Feb 08, 2025

Payments not received by this date are subject to a late fee.

874987886700002084624602872865000029298700002084620

0019171 01 AB 0.593 **AUTO T3 0 1022 91203-400753 -C01-P19190-11



LAWYERS FOR JUSTICE, PC
410 ARDEN AVE STE 203

GLENDALE CA 91203-4007



FedEx
P.O. Box 7221
Pasadena CA 91109-7321



63302230009877

1022-01-00-0019171-0002-0047497

Invoice Number	Invoice Date	Account Number	Page
8-749-87886	Jan 24, 2025	4602-8728-6	2 of 3

FedEx Express Shipment Detail By Payer Type (Original)

Ship Date: Jan 15, 2025

Cust. Ref.: 15804- Planned Companies

Ref.#2:

Payer: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.
- Distance Based Pricing, Zone 4
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	771455112289	Edwin Aiwasian/ss	Ana Gonzalez	
Service Type	FedEx Standard Overnight	LAWYERS for JUSTICE PC	538 Carter Street#204B	
Package Type	FedEx Envelope	450 N BRAND BLVD	SAN FRANCISCO CA 94134 US	
Zone	04	GLENDAL CA 91203 US		
Packages	1			
Rated Weight	N/A	Transportation Charge		49.82
Delivered	Jan 16, 2025 10:34	Automation Bonus Discount		-7.97
Svc Area	A1	Fuel Surcharge		8.27
Signed by	see above	Residential Delivery		6.55
FedEx Use	000000000/222/02	Demand Surcharge		1.00
		Total Charge	USD	\$57.67

Ship Date: Jan 16, 2025

Cust. Ref.: 16051-SOLV ENERGY-CV

Ref.#2:

Payer: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.
- Distance Based Pricing, Zone 3
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient	
Tracking ID	771488322872	Edwin Aiwasian/ss	Mark Rivas	
Service Type	FedEx Standard Overnight	LAWYERS for JUSTICE PC	19 W. Norwich Ave	
Package Type	FedEx Envelope	450 N BRAND BLVD	CLOVIS CA 93612 US	
Zone	03	GLENDAL CA 91203 US		
Packages	1			
Rated Weight	N/A	Transportation Charge		40.44
Delivered	Jan 17, 2025 15:24	Automation Bonus Discount		-6.47
Svc Area	A4	Fuel Surcharge		6.95
Signed by	see above	Demand Surcharge		1.00
FedEx Use	000000000/211/02	Residential Delivery		6.55
		Total Charge	USD	\$48.47

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Invoice Number	Invoice Date	Account Number	Page
8-749-87886	Jan 24, 2025	4602-8728-6	3 of 3

Ship Date: Jan 17, 2025

Cust. Ref.: 14626 / Container

Ref.#2:

Payor: Shipper

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.
- Distance Based Pricing, Zone 8
- Package Delivered to Recipient Address - Release Authorized

Automation	INET	Sender	Recipient
Tracking ID	771516764303	Edwin Aiwasian/DL	Rashon Hayes
Service Type	FedEx Standard Overnight	LAWYERS for JUSTICE PC	2920 West 21st Street
Package Type	Customer Packaging	450 N BRAND BLVD	BROOKLYN NY 11224 US
Zone	08	GLENDALE CA 91203 US	
Packages	1		
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge	95.35
Delivered	Jan 20, 2025 10:53	Automation Bonus Discount	-15.26
Svc Area	A2	Fuel Surcharge	14.68
Signed by	see above	Residential Delivery	6.55
FedEx Use	000000000/1415/02	Demand Surcharge	1.00
		Total Charge	USD \$102.32
		Shipper Subtotal	USD \$208.46
		Total FedEx Express	USD \$208.46



Acct #: 1051015
Company: LAWYERS FOR JUSTICE PC
Invoice #: 5129978
Invoice Date: 09/17/2023
Total Due: \$1,337.20

PDS: Priority Overnight
SDS: Saturday Delivery
EPS: Early Priority Overnight
ESS: Early Saturday
CPS: Ground

Invoice Details

Ship Date	Ship To Company	Zip	Signed By	Reference #	Type	COD Chrg	Fuel Chrg
Tracking #	Delivery Address	City	Delivery Time	Comment	#LBS	Ins Chrg	Total Chrg
09/12/2023	RANDY MORGAN	92551	R.Morgan	14899 - Morgan v Crothall	CPS	\$0.00	\$3.75
560105808	17739 Camino Del Rey	Moreno Valley	3:04 pm	RDF	L	\$0.00	\$19.23
09/12/2023	LIGHTGABLER	93010	J.Jamie	15664 <i>Sanchez v. Miner's Acie</i>	CPS	\$0.00	\$3.08
560108286	760 Paseo Camarillo Suite 300	Camarillo	11:33 am	RDF	L	\$0.00	\$15.80
09/13/2023	Elliot Zimmerman	92107	Front door	15826/RO <i>Zimmerman v. SD6 H Group</i>	CPS	\$0.00	\$4.81
560111702	3828 Voltaire Street	San Diego	2:43 pm	RDF	1	\$0.00	\$24.63
09/13/2023	Alonzo E. Maya	91706	Front door	15799/15800/RO <i>Maya v. Freudenberger</i>	CPS	\$0.00	\$3.75
560111831	3871 Stichman Avenue	Baldwin Park	10:48 am	RDF	L	\$0.00	\$19.23
09/13/2023	Residence	95814	M.Ramirez	<i>Dickson v. 15890 Amber Group</i>	PDS	\$0.00	\$4.92
560115915	400 Capitol Mall, 11th Floor	Sacramento	12:46 pm	RDF	L	\$0.00	\$25.22
09/13/2023	Jose Aguilar	93030	Front door	14741 - Aguilar v BEGA - C	CPS	\$0.00	\$3.75
560117572	840 West 5th Street, Apt. 111	Oxnard	12:43 pm	RDF	L	\$0.00	\$19.23
09/14/2023	Residence	94601	Front door	<i>Edward v. SVC 15841</i>	PDS	\$0.00	\$5.59
560119556	4227 E 17th Street	Oakland	10:21 am	RDF	L	\$0.00	\$28.65
09/14/2023	Reginald Jones	92555	Front door	15090/RO <i>Jones v. Parex USA</i>	CPS	\$0.00	\$3.75
560119729	15280 Avenida Fiesta	Moreno Valley	2:26 pm	RDF	L	\$0.00	\$19.23
09/14/2023	Nelson Ramirez	93940	Front door	15450 - Ramirez v HV Globa	CPS	\$0.00	\$3.75
560121034	661 Larkin St Apt 1	Monterey	2:16 pm	RDF	L	\$0.00	\$19.23
09/14/2023	BOKHOUR LAW, P.C.	90067	B.Mehrdad	Planned Companies Wage and	CPS	\$0.00	\$3.08
560123395	1901 AVENUE OF THE STARS, SUITE 450	LOS ANGELES	2:59 pm	<i>Gonzalez v. 15804</i>	L	\$0.00	\$15.80
09/14/2023	FALAKASSA LAW, PC	90067	S.ADR	Planned Companies Wage and	CPS	\$0.00	\$3.08
560123407	1901 AVENUE OF THE STARS, SUITE 450	LOS ANGELES	2:58 pm	RDF	L	\$0.00	\$15.80
09/14/2023	Clerk of the Court	94102	Signature On File	Planned Companies Wage an	CPS	\$0.00	\$4.53
560123418	400 MCALLISTER STREET	San Francisco			L	\$0.00	\$23.23
09/14/2023	Manuel Munson	93033	Front door	15791 - Munson v BEGA - CV	CPS	\$0.00	\$3.75
560125104	1051 W. Channel Islands Blvd.	Oxnard	1:15 pm	RDF	L	\$0.00	\$19.23
09/14/2023	FROST BROWN TODD LLP	90071	J.Erry	14596/ Tierra Mia Coffee	CPS	\$0.00	\$3.81
560125668	633 West Fifth Street, Suite 900	Los Angeles	4:33 pm	DSR <i>Rodriguez v.</i>	L	\$0.00	\$19.54
09/15/2023	Rebecca Graham	92544	Behind gate	15416- Graham v Ross - CV	CPS	\$0.00	\$8.80
560114110	26871 Cornell Street	Hemet	12:33 pm	RDF	17	\$0.00	\$45.07
09/15/2023	RESIDENCE	95116	Front door	14677/Center for Sight of	CPS	\$0.00	\$5.20
560125148	1451 East San Antonio Street	San Jose	10:51 am	RDF <i>Prado v.</i>	L	\$0.00	\$26.66
09/15/2023	Dorsey & Whitney LLP	92626	G.Debbie	Bernardino v. California Ca	CPS	\$0.00	\$3.08
560126039	600 Anton Boulevard, Suite 2000	Costa Mesa	9:35 am	<i>15811</i>	L	\$0.00	\$15.80
09/15/2023	Lawyers for Justice	92025	E.Eric		CPS	\$0.00	\$5.19
560131929	145 Oak Glen	Escondido	10:46 am	RDF <i>6300</i>	2	\$0.00	\$26.61
09/15/2023	Lawyers for Justice	92103	Front door	<i>Singh v. Ryals Truck 15068</i>		\$0.00	\$5.19
560131955	1329 W Spruce Street	San Diego	12:22 pm	RDF	2	\$0.00	\$26.61
09/15/2023	Lawyers for Justice	97304	Front door	<i>6300</i>	CPS	\$0.00	\$10.15
560132169	2854 Glen Creek Road NW	Salem	3:51 pm	RDF	5	\$0.00	\$52.02

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Los Angeles, CA 90036
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INVOICE

BILL TO

Lawyers For Justice, PC
410 Arden Ave 203
Glendale, CA 91203
Attn: Celenia Ramos
Billing Code: 15804

INVOICE # 8089554

DATE 08/24/2023

DUE DATE 09/23/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 08/23/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Notice Of Entry Of Order	1	11.95	11.95

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.95

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

We truly appreciate your business, thank you!

EIN: 45-4430327

LAWYERS for JUSTICE, PC

Client ID: 0692847901

Invoice No: 202306692847901

File & ServeXpress™

Filing / Service Charges

Transaction ID: 70124054
 Billing Ref: **15781 Class**
 Documents: Notice of Order Assigning Coordination Motion Judge
 Parties: Gonzalez, Ana (Plaintiff)
 Client: Matter: Margaux K Gundzik
 Filed By: Celenia For Ramos
 9 Page(s)

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	6/1/2023 2:37:39PM	\$10.35	\$0.00	\$10.35
	Total:		\$10.35	\$0.00	\$10.35

Summary for Case CGC-22-602525 \$10.35 \$0.00 \$10.35

Case Number: CGC-22-603352
 Case Style: Gonzalez, Ana vs Planned Companies et al

Transaction ID: 70124082
 Billing Ref: **15804**
 Documents: Notice of Order Assigning Coordination Motion Judge
 Parties: Gonzalez, Ana (Plaintiff)
 Client: Matter: Margaux K Gundzik
 Filed By: Celenia For Ramos
 9 Page(s)

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	6/1/2023 2:39:18PM	\$10.35	\$0.00	\$10.35
	Total:		\$10.35	\$0.00	\$10.35

Summary for Case CGC-22-603352 \$10.35 \$0.00 \$10.35

Case Number: CJC-22-005258 **Valdies v.**
 Case Style: Altum Senior Living Wage & Hour Cases

Transaction ID: 70048694
 Billing Ref: **15162**
 Documents: JOINT STIPULATION TO CONTINUE DEADLINE TO FILE PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; [PROPOSED] ORDER THEREON
 Parties: Valdies, Kylee (Plaintiff)
 Client: Matter: Joanna Ghosh
 Filed By: Lindsey Crosby
 7 Page(s)

Charges:	Product / Service	Date	Fee	Tax	Total
	Statutory Filing Fee	6/12/2023 3:59:05PM	\$20.00	\$0.00	\$20.00
	Total:		\$20.00	\$0.00	\$20.00

Summary for Case CJC-22-005258 \$20.00 \$0.00 \$20.00

Filing / Service Charges

Filing / Service Charges

Documents: Notice of submission of Petition for Coordination and Application for Immediate Stay 124 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/10/2023 2:29:00PM	\$9.00	\$0.00	\$9.00
Total:			\$9.00	\$0.00	\$9.00

Transaction ID: 70060814

Authorized By: Margaux K Gundzik

Billing Ref:

Filed By: Celenia For Ramos

Documents: NOTICE OF ORDER ASSIGNING COORDINATION MOTION JUDGE

9 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/22/2023 2:57:34PM	\$9.00	\$0.00	\$9.00
Total:			\$9.00	\$0.00	\$9.00

✓ Summary for Case CGC-22-602525 \$53.40 \$0.00 \$53.40

Case Number: CGC-22-603352

Case Style: Gonzalez, Ana vs Planned Companies et al

✓ Transaction ID: 69873800

Authorized By: Edwin Aiwasian

Billing Ref: 15804

Filed By: Celenia For Ramos

Documents: Joint Stipulation to Continue Plaintiffs Deadline and Proposed Order

5 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Statutory Filing Fee	5/2/2023 5:54:26PM	\$1,020.00	\$0.00	\$1,020.00
Total:			\$1,020.00	\$0.00	\$1,020.00

Transaction ID: 69956171

Authorized By: Margaux K Gundzik

Billing Ref: 15804

Filed By: Celenia For Ramos

Documents: Joint Case Management Statement

8 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/4/2023 4:08:55PM	\$26.60	\$0.00	\$26.60
	Filing	5/4/2023 4:08:54PM	\$9.00	\$0.00	\$9.00
Total:			\$35.60	\$0.00	\$35.60

Transaction ID: 69989392

Authorized By: Margaux K Gundzik

Billing Ref:

Filed By: Celenia For Ramos

Documents: Notice of Submission of Petition for Coordination and application for Immediate Stay

124 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/10/2023 2:33:12PM	\$9.00	\$0.00	\$9.00
Total:			\$9.00	\$0.00	\$9.00

Transaction ID: 70060752

Authorized By: Margaux K Gundzik

Billing Ref: 15804

Filed By: Celenia For Ramos

Documents: NOTICE OF ORDER ASSIGNING COORDINATION MOTION JUDGE

9 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/22/2023 2:55:21PM	\$9.00	\$0.00	\$9.00
Total:			\$9.00	\$0.00	\$9.00

Transaction ID: 70071009

Authorized By: Margaux K Gundzik

Billing Ref:

Filed By: Celenia For Ramos

Documents: Notice of Entry of Judgment or Order

8 Page(s)

Parties: Gonzalez, Ana (Plaintiff)

Client: Matter:

LAWYERS for JUSTICE, PC

Client ID: 0692847901

Invoice No: 202305692847901

File & ServeXpress™

Filing / Service Charges

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/23/2023 3:33:55PM	\$9.00	\$0.00	\$9.00
	Total:		\$9.00	\$0.00	\$9.00

Summary for Case CGC-22-603352 \$1,082.60 \$0.00 \$1,082.60

Case Number: CJC-22-005258

Case Style: Altum Senior Living Wage & Hour Cases

Transaction ID: 70048694 *Valdies v.*

Authorized By: Joanna Ghosh

Billing Ref: *15162*

Filed By: Lindsey Crosby

Documents: JOINT STIPULATION TO CONTINUE DEADLINE TO FILE PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; [PROPOSED] ORDER THEREON

7 Page(s)

Parties: Valdies, Kylee (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/19/2023 1:32:30PM	\$25.70	\$0.00	\$25.70
	Filing	5/19/2023 1:32:29PM	\$9.00	\$0.00	\$9.00
	Online Service	5/19/2023 1:32:29PM	\$13.00	\$0.00	\$13.00
	Total:		\$47.70	\$0.00	\$47.70

Summary for Case CJC-22-005258 \$47.70 \$0.00 \$47.70

Case Number: CJC-23-005277

Case Style: Delta Dental Wage & Hour Cases

Transaction ID: 69984313

Towns v.

Authorized By: Tara Zabehi

Billing Ref: *15104*

Filed By: Cindi Vega

Documents: NOTICE OF WITHDRAWAL OF PLAINTIFF'S PETITION FOR COODINATION OF ACTIONS AND APPLICATION FOR IMMEDIATE STAY

5 Page(s)

Parties: LAWYERS for JUSTICE, PC (Petitioner)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/9/2023 6:39:38PM	\$26.00	\$0.00	\$26.00
	Filing	5/9/2023 6:39:36PM	\$9.00	\$0.00	\$9.00
	Online Notification of Transaction	5/9/2023 6:39:36PM	\$13.00	\$0.00	\$13.00
	Postage & Delivery	5/9/2023 6:39:36PM	\$9.70	\$0.00	\$9.70
	Printing, Copying & Handling	5/9/2023 6:39:36PM	\$9.00	\$0.00	\$9.00
	Total:		\$66.70	\$0.00	\$66.70

Transaction ID: 70079283

Authorized By: Tara Zabehi

Billing Ref:

Filed By: Cindi Vega

Documents: NOTICE OF SUBMISSION OF NOTICE OF WITHDRAWAL OF PLAINTIFF'S PETITION FOR COODINATION OF ACTIONS AND APPLICATION FOR IMMEDIATE STAY

11 Page(s)

Parties: LAWYERS for JUSTICE, PC (Petitioner)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/24/2023 3:25:59PM	\$27.20	\$0.00	\$27.20
	Filing	5/24/2023 3:25:58PM	\$9.00	\$0.00	\$9.00
	Total:		\$36.20	\$0.00	\$36.20

Summary for Case CJC-23-005277 \$102.90 \$0.00 \$102.90

Filing / Service Charges

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INVOICE

BILL TO

Lawyers For Justice, PC
410 Arden Ave 203
Glendale, CA 91203
Attn: Celenia Ramos
Billing Code: 15804

INVOICE # 7426017
DATE 04/21/2023
DUE DATE 05/21/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Rejected - Documents rejected by the clerk of the court Please login into to the portal to view/print/download the rejection notice, 04/21/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Stipulation And Order	1	11.95	11.95

BILLING CODE: 15804
CASE #: CGC-22-603352
CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.95

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

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INVOICE # 7357357-02

DATE 04/03/2023

DUE DATE 05/03/2023

ACTIVITY	QTY	RATE	AMOUNT
Courtesy Copy Delivery, On-Demand (Route, Mail or Up to 15 pages), Suburban Court	1	150.00	150.00
Courtesy Copy Delivery, On-Demand (Route, Mail or Up to 15 pages), Suburban Court			
Courtesy copy(s) delivered in department, 04/03/2023			
Civic Center Courthouse			
400 McAllister St, San Francisco, CA, 94102			
Notice Other, Efile Order Receipt			

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$150.00

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INVOICE # 7362046-02

DATE 04/04/2023

DUE DATE 05/04/2023

ACTIVITY	QTY	RATE	AMOUNT
Courtesy Copy Delivery, On-Demand (Route, Mail or Up to 15 pages), Suburban Court Courtesy Copy Delivery, On-Demand (Route, Mail or Up to 15 pages), Suburban Court Courtesy copy(s) delivered in department, 04/04/2023 Civic Center Courthouse 400 McAllister St, San Francisco, CA, 94102 Stipulation And Order, Efile Order Receipt	1	150.00	150.00

BILLING CODE: 15804
CASE #: CGC-22-603352
CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$150.00

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Billing Code: 15804

INVOICE # 7362046-01

DATE 04/04/2023

DUE DATE 05/04/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 04/03/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Stipulation And Order	1	11.75	11.75
Fees Advanced Court Fees Advanced to Complete Assignment	1	20.00	20.00
Convenience Fee Credit Card or ACH Processing Fee	1	1.35	1.35

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$33.10

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Attn: Celenia Ramos
Billing Code: 15804

INVOICE # 7357357-01

DATE 04/06/2023

DUE DATE 05/06/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 04/06/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Notice Other	1	11.95	11.95

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.95

PAGA
Planned Lifestyle Services

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

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INVOICE # 7395761

DATE 04/10/2023

DUE DATE 05/10/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 04/10/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Opposition, Declaration, Declaration, Proof Of Service	1	11.95	11.95

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.95

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INVOICE # 7104883

DATE 03/05/2023

DUE DATE 04/04/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 03/05/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Declaration	1	11.75	11.75

BILLING CODE: 15804

CASE #: CGC-22-603352

CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.75

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

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INVOICE # 7245845
DATE 03/15/2023
DUE DATE 04/14/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 03/15/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Demurrer, Declaration, Proof Of Service	1	11.75	11.75
Fees Advanced Court Fees Advanced to Complete Assignment	1	60.00	60.00
Convenience Fee Payment Processing Fee	1	4.05	4.05

BILLING CODE: 15804
CASE #: CGC-22-603352
CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$75.80

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

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Attn: Celenia Ramos
Billing Code: 15804

INVOICE # 7065681

DATE 02/02/2023

DUE DATE 03/04/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 02/02/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Proof Of Service, Proof Of Service, Proof Of Service, Proof Of Service, Proof Of Service	1	11.75	11.75

BILLING CODE: 15804
CASE #: CGC-22-603352
CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$11.75

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

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EIN: 45-4430327



Acct #: 1051015
Company: LAWYERS FOR JUSTICE PC
Invoice #: 4960909
Invoice Date: 02/12/2023
Total Due: \$1,440.16

PDS: Priority Overnight
SDS: Saturday Delivery
EPS: Early Priority Overnight
ESS: Early Saturday
CPS: Ground

Invoice Details

Ship Date	Ship To Company	Zip	Signed By	Reference #	Type	COD Chrg	Fuel Chrg
Tracking #	Delivery Address	City	Delivery Time	Comment	#LBS	Ins Chrg	Total Chrg
02/09/2023	PERKINS ASBILL, APLC	95825	Front door	15614 / Moreno vs. Jaguar	CPS	\$0.00	\$5.28
558780611	707 Commons Dr. Suite 201	Sacramento	3:03 pm		1	\$0.00	\$31.36
02/09/2023	OK TO RTS 2/14 AMALIA REYES	94801	Signature On	Reyes vs Bunch of Bull	PDS	\$0.00	\$4.11
558784103	609 NEVIN AVENUE APT C	Richmond	File	RDF	L	\$0.00	\$27.17
02/09/2023	Brittany Shaw	92025	Signature On		CPS	\$0.00	\$8.49
558784419	145 Oak Glen	Escondido	File	RDF	26	\$0.00	\$53.19
02/09/2023	MORTENSON TAGGART ADAMS LLP	92618	Front desk	15592 - Barrera v Lolicup	CPS	\$0.00	\$3.78
558785040	300 Spectrum Center Drive, Suite 1200	Irvine	1:52 pm	DSR	2	\$0.00	\$25.45
02/09/2023	FOX ROTHSCHILD LLP	94104	B.Esteban	15804/Planned Companies	CPS	\$0.00	\$3.79
558787244	345 CALIFORNIA STREET, SUITE 2200	SAN FRANCISCO	12:03 pm	DSR	L	\$0.00	\$25.50
02/09/2023	FISHER & PHILLIPS	92121	Front desk	15763/ Laser Electric	CPS	\$0.00	\$3.45
558787781	4747 EXECUTIVE DRIVE, SUITE 1000	SAN DIEGO	12:58 pm	DSR	1	\$0.00	\$23.52
02/10/2023	Jamesha Creer	94612	V.Pacheco	AMF Bowling	CPS	\$0.00	\$5.91
558795165	634 15th St. Apt 417	Oakland	1:49 pm	RDF	2	\$0.00	\$37.84
02/10/2023	Erika Amaya	92081	Front door	Gringo Ventures	CPS	\$0.00	\$3.78
558795873	315 Pomelo Drive Apt. 13	Vista	12:23 pm	RDF	2	\$0.00	\$25.20
02/10/2023	FOX ROTHSCHILD LLP	94104	S.Mercado	15781/Planned Companies	CPS	\$0.00	\$6.53
558796289	345 CALIFORNIA STREET, SUITE 2200	SAN FRANCISCO	2:53 pm	DSR	3	\$0.00	\$41.81

Total Fuel Charge: \$81.60
Total Shipping Charge: \$528.79

Additional Charges

Date	Service / Charge Description	Comments	Total Charge
Reference #			
02/09/23	Same Day On-Call Service Fee	LAWYERS FOR JUSTICE PC 410 WEST ARDEN AVENUE	\$13.00
3933826		SUITE 203 GLENDALE CA 91203 12:30PM-7:00PM	

Total Additional Charge : \$13.00
Total Invoice : \$541.79



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BILL TO

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410 Arden Ave 203
Glendale, CA 91203
Attn: Jhessica Tor
Billing Code: PAGAGonzalez
vs. Planned Companies, et al.

INVOICE # 6817351
DATE 12/09/2022
DUE DATE 01/08/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 12/09/2022 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Complaint First Appearance Fee, Civil Case Coversheet, Issued Summons	1	11.75	11.75
Fees Advanced Court Fees Advanced to Complete Assignment	1	435.00	435.00
Convenience Fee Payment Processing Fee (formerly Convenience Fees)	1	29.36	29.36

15304 PAGA

BILLING CODE: PAGAGonzalez vs. Planned Companies, et al.
CASE #: CGC-22-603352
CASE NAME: Gonzalez vs. Planned Companies, et al.

BALANCE DUE

\$476.11

Plan. Lifest. Serv.

Invoice payment is due within 30 days of receipt. Please be advised that we will charge 1.5% interest per month on late invoices.

We truly appreciate your business, thank you!

EIN: 45-4430327



PO BOX 54846
LOS ANGELES, CA 90054

Customer Number
902582
Invoice Number
410188
Invoice Date
12/31/2022

		References		15799
				Maya v. Freudenberg M.
Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
12/29/2022 2:48 PM Economy Serve (Attempt Wil	3261573 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Freudenberg Medical, Llc 2710 Gateway Oaks Drive Suite	15799 Class Action
		Economy Serve (Attempt Within 72 Hours)		\$140.00
		Copies	67	\$50.25
		Fuel Surcharge*	1	\$31.50
		Order Total:		\$221.75
		Totals:		\$221.75
		References - 15799 Total:		\$221.75

		References		15800
				Maya v. Freudenberg
Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
12/29/2022 2:38 PM Economy Serve (Attempt Wil	3261557 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Freudenberg Medical, Llc 2710 Gateway Oaks Drive Suite	15800 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$140.00
		Copies	48	\$36.00
		Fuel Surcharge*	1	\$31.50
		Order Total:		\$207.50
		Totals:		\$207.50
		References - 15800 Total:		\$207.50

		References		15804
				Gonzalez v. Planned Lif.
Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
12/29/2022 4:11 PM Economy Serve (Attempt Wil	3261680 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Companies 345 Vidal Drive Suite 2200	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$140.00
		Fuel Surcharge*	1	\$31.50
		Order Total:		\$171.50
12/29/2022 4:16 PM Economy Serve (Attempt Wil	3261691 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Lifestyle Services, Llc 2710 Gateway Oaks Drive Suite	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$140.00
		Fuel Surcharge*	1	\$31.50
		Order Total:		\$171.50



PO BOX 54346
LOS ANGELES, CA 90054

Customer Number
902582
Invoice Number
410188
Invoice Date
12/31/2022

References 15804

Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
12/29/2022 4:20 PM Economy Serve (Attempt Wit	3261692 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Lifestyle Services, Inc. 2710 Gateway Oaks Drive Suite	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$0.00
		Additional Entity Served	1	\$70.00
		Order Total:		\$70.00
12/29/2022 4:25 PM Economy Serve (Attempt Wit	3261699 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Building Services, Inc. 2710 Gateway Oaks Drive Suite	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$0.00
		Additional Entity Served	1	\$70.00
		Order Total:		\$70.00
12/29/2022 4:30 PM Economy Serve (Attempt Wit	3261711 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Building Services, Llc 345 Vidal Drive Suite 2200	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$0.00
		Additional Entity Served	1	\$70.00
		Order Total:		\$70.00
12/29/2022 4:37 PM Economy Serve (Attempt Wit	3261726 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	California Boiler, Inc. 2710 Gateway Oaks Drive Suite	15804 PAGA
		Economy Serve (Attempt Within 72 Hours)		\$140.00
		Fuel Surcharge*	1	\$31.50
		Order Total:		\$171.50
		Totals:		\$724.50
		References - 15804 Total:		\$724.50

References AGUILAR V BEGA-US

14741

Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
12/27/2022 4:30 PM Exclusive Serve (Attempt AS	3259796 Celenia Ramos	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Kevin Taylor 3390 Carmel Mountain Road Sui	Aguilar v BEGA-US 20CV03022
		Exclusive Serve (Attempt ASAP or Within 3 Hours)		\$179.40
		Fuel Surcharge*	1	\$40.37
		Order Total:		\$219.77
		Totals:		\$219.77
		References - AGUILAR V BEGA-US Total:		\$219.77

References EVANS V SWEETENER



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

10/04/2022 05:20 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
San Francisco, CA 94104			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Fri 10/07/2022			
Certified Mail®			\$4.00
Tracking #:			
70202450000109675756			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6034 0069 1544 82			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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UFN: 053012-0711
Receipt #: 840-59130024-3-4762051-2
Clerk: 11



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

10/04/2022 05:18 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Sacramento, CA 95833			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Fri 10/07/2022			
Certified Mail®			\$4.00
Tracking #:			
70202450000109675756			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6034 0069 1544 68			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00
Grand Total:			\$0.00

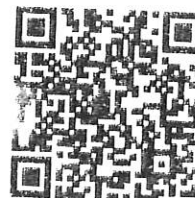
Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Clerk: 11



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

10/04/2022 05:21 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Parsippany, NJ 07054			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date Tue 10/11/2022			
Certified Mail®			\$4.00
Tracking #: 70202450000109675732			
Return Receipt			\$3.25
Tracking #: 9590 9402 6034 0069 1544 99			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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or call 1-800-410-7420.

UFN: 053012-0711
Receipt #: 840-59130024-3-4762073-2
Clerk: 11



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

10/04/2022 05:19 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Parsippany, NJ 07054			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date Tue 10/11/2022			
Certified Mail®			\$4.00
Tracking #: 70202450000109675749			
Return Receipt			\$3.25
Tracking #: 9590 9402 6034 0069 1544 75			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00
Grand Total:			\$0.00

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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UFN: 053012-0711
Receipt #: 840-59130024-3-4762031-2
Clerk: 11

Lawyers For Justice, PC					3397
Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
12/13/2023	6961814	Geburu v. Planned Lifsyle Services, Inc	5,000.00	0.00	5,000.00

Check: 003397 12/13/2023 Jams, Inc. Check Total: 5,000.00

Lawyers For Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203



BANC OF CALIFORNIA

877-770-BANC(2282) www.banccofcal.com

90-4377/1222

003397

NUMBER

3JAMSIN

*FIVE THOUSAND AND XX / 100

DATE AMOUNT
12/13/2023 *****5,000.00*

PAY
TO THE
ORDER
OF

Jams, Inc.
P.O. Box 845402
Los Angeles, CA 90084-5402



[Signature]

SAFEGUARD SECUR
SAFEGUARD SECUR
IN

⑈003397⑈ ⑆122243774⑆2030678538⑈

Lawyers For Justice, PC			3397		
Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
12/13/2023	6961814	Gebru v. Planned Lifsyle Services, Inc	5,000.00	0.00	5,000.00

Check: 003397 12/13/2023 Jams, Inc. Check Total: 5,000.00



SF4001-1

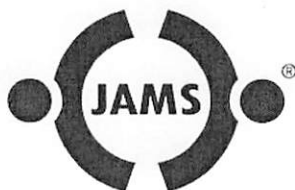


REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-823-2422

CDW1200010000 Y22SF004973

0608110 S KDW04 07/07/2023 12:57:10M

DEPOSIT REQUEST

**Invoice Date**

12/13/2023

Invoice Number

6961814

Bill To: Margaux Gundzik Esq.
Lawyers for Justice, PC
410 W. Arden Ave
Suite 203
Glendale, CA 91203
US

Reference #: 1100116987 - Rep# 6

Billing Specialist: Mason, Glenn T
Email: gmason@jamsadr.com
Telephone: 949-224-4654
Employer ID: 68-0542699

RE: Gebru, et al. vs. Planned Lifestyle Services, Inc.

Neutral(s): Michael Loeb, Esq.

Representing: Gonzalez/Palacios

Hearing Type: MEDIATION

DL

Date / Time	Description	Your Share
12/12/23	Michael J Loeb Esq. Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental deposit requests will be assessed as needed. Any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 5,000.00

Total Billed: \$ 5,000.00**Total Payment:** \$ 0**Balance:** \$ 5,000.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

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>



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/03/2023 05:11 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Parsippany, NJ 07054			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Mon 01/09/2023			
Certified Mail®			\$4.00
Tracking #:			
70210950000151136694			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6034 0069 1547 65			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00
Grand Total: \$0.00			

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UFN: 053012-0711
Receipt #: 840-59130624-3-4908598-2
Clerk: 11

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Certified Mail Fee \$4.00
\$13.25
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage \$0.84
Planned Companies
c/o Robert Francis
President
150 Smith Road
Parsippany, NJ 07054

01/03/2023

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



GLENDALE
313 E BROADWAY
GLENDALE, CA 91205-9998
(800)275-8777

01/03/2023 05:12 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
Parsippany, NJ 07054			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Mon 01/09/2023			
Certified Mail®			\$4.00
Tracking #:			
70210950000151136700			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6034 0069 1547 58			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00

Grand Total: \$0.00

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UFN: 053012-0711
Receipt #: 840-59130024-3-4908618-2
Clerk: 11

U.S. Postal Service™ **PAGA Notice #2** J.TOR
CERTIFIED MAIL® RECEIPT
Domestic Mail Only *Palaos vs. Planned Companies, et al.*

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Certified Mail Fee	\$3.25	0711
Extra Services & Fees (check box, add fee as appropriate)		11
☐ Return Receipt (hardcopy)	\$	
☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	

Postmark Here

Postage \$8.84
Planned Lifestyle Services, LLC
Planned Building Services, LLC
Planned Security Services, Inc.
150 Smith Road,
Parsippany, NJ 07054

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2021 0950 0001 5113 6700



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/03/2023 05:13 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

First-Class Mail® Letter	1		\$0.84
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San Francisco, CA 94104
Weight: 0 lb 1.10 oz
Estimated Delivery Date
Fri 01/06/2023

Certified Mail®			\$4.00
-----------------	--	--	--------

Tracking #:
70210950000151136717

Return Receipt			\$3.25
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Tracking #:
9590 9402 6034 0069 1547 27

Affixed Postage			-\$8.09
-----------------	--	--	---------

Affixed Amount: \$8.09

Total			\$0.00
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Grand Total:			\$0.00
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Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

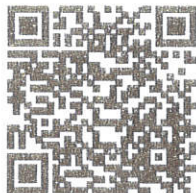
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UFN: 053012-0711
Receipt #: 840-59130024-3-4908638-2
Clerk: 11

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San Francisco, CA 94104
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Certified Mail Fee \$4.00

\$3.25

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.84

Planned Lifestyle Services, LLC

c/o Steven W. Moore

FOX ROTHSCHILD LLP

Attorney

345 California Street, Suite 2200

San Francisco, CA 94104

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/03/2023 05:05 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.84
San Francisco, CA 94104			
Weight: 0 lb 1.10 oz			
Estimated Delivery Date			
Fri 01/06/2023			
Certified Mail®			\$4.00
Tracking #:			
70210950000151136724			
Return Receipt			\$3.25
Tracking #:			
9590 9402 6034 0069 1547 41			
Affixed Postage			-\$8.09
Affixed Amount: \$8.09			
Total			\$0.00

Grand Total: \$0.00

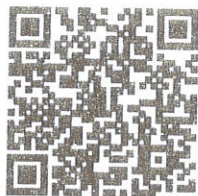
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or call 1-800-410-7420.

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Receipt #: 840-59130024-3-4908494-2
Clerk: 11

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San Francisco, CA 94104

OFFICIAL USE

Certified Mail Fee \$4.00
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$10.00
☐ Certified Mail Restricted Delivery \$10.00
☐ Adult Signature Required \$10.00
☐ Adult Signature Restricted Delivery \$

Postage

\$0.84
Planned Lifestyle Services, LLC
c/o Steven W. Moore
FOX ROTHSCHILD LLP
Attorney
345 California Street, Suite 2200
San Francisco, CA 94104

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Jhessica Tor <jhessica@calljustice.com>

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "jhessica@calljustice.com" <jhessica@calljustice.com>

Tue, Jan 3, 2023 at 4:37 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-927330-23

Order Number: ORD-000205499

Total:\$75.00

Card Type: Master Card

Date: 1/3/2023

Billing Information

Name: Arby Aiwazian

Email: jhessica@calljustice.com

Billing Address:

410 West Arden Ave, Suite 203

Glendale, California

91203

LAWYERS for JUSTICE, PC

Client ID: 0692847901

Invoice No: 202405692847901

File & ServeXpress™

Filing / Service Charges

Parties: Hopkins, Kendrick (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/1/2024 4:22:45PM	\$30.84	\$0.00	\$30.84
	Filing	5/1/2024 4:22:44PM	\$10.35	\$0.00	\$10.35
	Online Service	5/1/2024 4:22:44PM	\$14.95	\$0.00	\$14.95
	Total:		\$56.14	\$0.00	\$56.14

Summary for Case CGC-20-582809 \$56.14 \$0.00 \$56.14

Case Number: CGC-23-608843

Case Style: Montano, Eric vs Projection Presentation Technology Inc et al

Transaction ID: 72918240

Authorized By: Edwin Aiwarzian

Billing Ref: 15986/Projection Presentation Technology, Inc., et al. (Class)

Filed By: Sarin Yeranossian

Documents: Stipulation and Protective Order Confidential Designation Only

15 Page(s)

Parties: Montano, Eric (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/7/2024 4:09:22PM	\$31.80	\$0.00	\$31.80
	Filing	5/7/2024 4:09:21PM	\$10.35	\$0.00	\$10.35
	Online Service	5/7/2024 4:09:21PM	\$14.95	\$0.00	\$14.95
	Statutory Filing Fee	5/10/2024 9:38:23PM	\$20.00	\$0.00	\$20.00
	Total:		\$77.10	\$0.00	\$77.10

Summary for Case CGC-23-608843 \$77.10 \$0.00 \$77.10

Case Number: CGC-23-609456

Case Style: Kidd, Katrina vs Arriba Juntos et al

Transaction ID: 73246142

Authorized By: Jacquelyn Annabel Silva

Billing Ref: 16030

Filed By: Cindi Vega

Documents: Joint Initial Case Management Statement

5 Page(s)

Parties: Kidd, Katrina (Plaintiff)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/28/2024 3:07:04PM	\$30.60	\$0.00	\$30.60
	Filing	5/28/2024 3:07:03PM	\$8.05	\$0.00	\$8.05
	Online Service	5/28/2024 3:07:03PM	\$9.20	\$0.00	\$9.20
	Total:		\$47.85	\$0.00	\$47.85

Summary for Case CGC-23-609456 \$47.85 \$0.00 \$47.85

Case Number: CJC-23-005283 Palacios vs.

Case Style: Planned Companies Wage & Hour Cases

Transaction ID: 73089454

Authorized By: Margaux K Gundzik

Billing Ref: 15917

Filed By: Celenia For Ramos

Documents: Plaintiff Claudia Palacios Opposition to Defendants Motion to Compel Arbitration

19 Page(s)

Declaration of Margaux Gundzik in Support of Plaintiffs Motion to Compel Arbitration

71 Page(s)

Declaration of Plaintiff Claudia Palacios In Support of Plaintiffs Motion to Compel Arbitration

11 Page(s)

Proof of Service

3 Page(s)

Parties: Gonzalez, Ana (Petitioner)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/16/2024 10:13:34PM	\$10.35	\$0.00	\$10.35
	Total:		\$10.35	\$0.00	\$10.35

Transaction ID: 73089495

Authorized By: Margaux K Gundzik

Billing Ref:

Filed By: Celenia For Ramos

Documents: Plaintiff Ana Gonzalez Opposition to Defendants Motion to Stay Action Pending Arbitration

11 Page(s)

Parties: Gonzalez, Ana (Petitioner)

Client: Matter:

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Client ID: 0692847901

Invoice No: 202405692847901

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Charges:	Product / Service	Date	Fee	Tax	Total
	Filing	5/17/2024 12:23:42AM	\$10.35	\$0.00	\$10.35
	Total:		\$10.35	\$0.00	\$10.35
Transaction ID:	73175331				
Billing Ref:	15781				
Documents:	Joint Case Management Statement				
Parties:	Gonzalez, Ana (Petitioner)				
Charges:					
	Product / Service	Date	Fee	Tax	Total
	Court Courtesy Copies	5/22/2024 11:22:05PM	\$31.92	\$0.00	\$31.92
	Filing	5/22/2024 11:22:03PM	\$10.35	\$0.00	\$10.35
	Total:		\$42.27	\$0.00	\$42.27
Summary for Case	CJC-23-005283		\$62.97	\$0.00	\$62.97

Authorized By: Margaux K Gundzik
Filed By: Celenia For Ramos
8 Page(s)

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INVOICE # 9004833
DATE 02/01/2024
DUE DATE 03/02/2024

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 02/01/2024 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Notice Of Entry Of Order	1	11.95	11.95

BILLING CODE: 15917
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

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Invoice No: 202406692847901

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Charges:	Product / Service	Date	Fee	Tax	Total
	Court Administrative Fee	6/20/2024 1:20:05PM	\$0.30	\$0.00	\$0.30
	Court Courtesy Copies	6/20/2024 1:20:08PM	\$42.00	\$0.00	\$42.00
	EFM Transaction Fee	6/20/2024 1:20:05PM	\$3.50	\$0.00	\$3.50
	Filing	6/20/2024 1:20:05PM	\$8.05	\$0.00	\$8.05
	Online Service	6/20/2024 1:20:05PM	\$9.20	\$0.00	\$9.20
	Total:		\$63.05	\$0.00	\$63.05
Summary for Case	CGC-24-613215		\$63.05	\$0.00	\$63.05

Case Number: CGC-24-614214

Case Style: Wilson, Robert III vs Chime Financial Inc Corp et al

Transaction ID: 73332473

Billing Ref: 16238

Documents: Proof of Service of Summons

Parties: Wilson III, Robert (Plaintiff)

Authorized By: W Christina Chang

Filed By: Sarin Yeranossian

3 Page(s)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Administrative Fee	6/6/2024 6:30:12PM	\$0.30	\$0.00	\$0.30
	EFM Transaction Fee	6/6/2024 6:30:12PM	\$3.50	\$0.00	\$3.50
	Filing	6/6/2024 6:30:12PM	\$8.05	\$0.00	\$8.05
	Total:		\$11.85	\$0.00	\$11.85

Summary for Case CGC-24-614214 \$11.85 \$0.00 \$11.85

Case Number: CJC-23-005283

Case Style: *Palacios vs.*
Planned Companies Wage & Hour Cases

Transaction ID: 73333431

Billing Ref: 15917

Documents: Plaintiff Claudia Palacios Supplemental Brief in Opposition to Defendants Motion to Compel Arbitration

Arbitration

Plaintiff Claudia Palacios Opposition to Defendants Request for Judicial Notice

Supplemental Declaration of Plaintiff Claudia Palacios in Support of Plaintiffs Opposition to Defendants Motion to Compel Arbitration

Proof of service

Parties: Gonzalez, Ana (Petitioner)

Authorized By: Margaux K Gundzik

Filed By: Celenia For Ramos

6 Page(s)

4 Page(s)

6 Page(s)

3 Page(s)

Client: Matter:

Charges:	Product / Service	Date	Fee	Tax	Total
	Court Administrative Fee	6/7/2024 1:07:49AM	\$0.30	\$0.00	\$0.30
	EFM Transaction Fee	6/7/2024 1:07:49AM	\$3.50	\$0.00	\$3.50
	Filing	6/7/2024 1:07:49AM	\$10.35	\$0.00	\$10.35
	Total:		\$14.15	\$0.00	\$14.15

Summary for Case CJC-23-005283 \$14.15 \$0.00 \$14.15

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INVOICE # 8996466
DATE 01/30/2024
DUE DATE 02/29/2024

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 01/30/2024 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Case Management Statement	1	11.95	11.95

BILLING CODE: 15917
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

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INVOICE # 8633855
DATE 11/27/2023
DUE DATE 12/27/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 11/25/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Notice Of Continuance Of Case Mgmt Conf	1	11.95	11.95

BILLING CODE: 15917
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

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Billing Code: PAGA Palacios

vs. Planned Companies, et al.

Internal Ref #: PAGA: Palacios

vs. Planned Companies, et al.

(PAGA)

INVOICE # 7995331**DATE** 08/11/2023**DUE DATE** 09/10/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling	1	11.95	11.95
Court eFiling			
Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 08/10/2023			
Civic Center Courthouse - Civil (eFiling)			
400 McAllister St, San Francisco, CA, 94102			
Proof Of Service, Proof Of Service, Proof Of Service, Notice Other, Notice Other, Notice Other			

15917

BILLING CODE: PAGA Palacios vs. Planned Companies, et al.

CASE #: CGC-23-607548

CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE**\$11.95**

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INVOICE # 8092323
DATE 08/24/2023
DUE DATE 09/23/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Rejected - Documents rejected by the clerk of the court Please login into to the portal to view/print/download the rejection notice, 08/23/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Proof Of Service, Proof Of Service, Proof Of Service	1	11.95	11.95

BILLING CODE: 15917
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

\$11.95

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Internal Ref #: 15917 / POS of
Summons

INVOICE # 8046873
DATE 08/21/2023
DUE DATE 09/20/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Rejected - Documents rejected by the clerk of the court Please login into to the portal to view/print/download the rejection notice, 08/21/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Proof Of Service, Proof Of Service, Proof Of Service	1	11.95	11.95

BILLING CODE: 15917
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

\$11.95

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INVOICE # 7854350
DATE 07/12/2023
DUE DATE 08/11/2023

ACTIVITY	QTY	RATE	AMOUNT
Court eFiling Court eFiling Accepted - Documents E-Filed with the clerk of the court Please login into to the portal to view/print/download your conformed copies, 07/12/2023 Civic Center Courthouse - Civil (eFiling) 400 McAllister St, San Francisco, CA, 94102 Complaint First Appearance Fee, Issued Summons, Civil Case Coversheet	1	11.95	11.95
Fees Advanced Court Fees Advanced to Complete Assignment	1	1,435.00	1,435.00
Convenience Fee Credit Card or ACH Processing Fee	1	99.73	99.73

15917

BILLING CODE: Palacios vs. Planned Companies, et al.
CASE #: CGC-23-607548
CASE NAME: Palacios vs. Planned Companies, et al.

BALANCE DUE

\$1,546.68

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Customer Number
902582
Invoice Number
421243
Invoice Date
7/31/2023

References

PALACIOS VS. PLANNED COMPANIES, ET AL. 99923

Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
7/26/2023 4:15 PM Economy Serve (Attempt Wil	3448607 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Companies 150 Smith Road 2nd Floor	Palacios vs. Planned Com CGC-23-607548
		Economy Serve (Attempt Within 72 Hours)		\$225.00
		Copies	36	\$27.00
		Extended Area Charge	1	\$45.00
		Order Total:		\$297.00
7/26/2023 4:30 PM Economy Serve (Attempt Wil	3448620 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Lifestyle Services 150 Smith Road 2nd Floor	Palacios vs. Planned Com CGC-23-607548
		Economy Serve (Attempt Within 72 Hours)		\$0.00
		Copies	32	\$24.00
		Additional Entity Served	1	\$115.00
		Order Total:		\$139.00
7/26/2023 4:38 PM Economy Serve (Attempt Wil	3448622 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Planned Building Services 150 Smith Road 2nd Floor	Palacios vs. Planned Com CGC-23-607548
		Economy Serve (Attempt Within 72 Hours)		\$0.00
		Copies	32	\$24.00
		Additional Entity Served	1	\$115.00
		Order Total:		\$139.00
		Totals:		\$575.00
		References - PALACIOS VS. PLANNED COMPANIES, ET AL.		\$575.00
		Total:		

References

POULSON VS PROFESSIONAL SECURITY CONSULTANTS 99923

Date Ready Order Type	Order ID Caller	Origin	Destination	References Billing Group
7/21/2023 12:15 PM Economy Serve (Attempt Wil	3444314 Jorge Munoz	Madden Corp Legal LA Downtown 1301 W 2nd St Ste. 209	Professional Security Consultant 11454 San Vicente Blvd	Poulson vs Professional S Case 23SMCV03157 PA
		Economy Serve (Attempt Within 72 Hours)		\$66.03
		Copies	136	\$102.00
		Fuel Surcharge*	1	\$6.60
		Order Total:		\$174.63