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By: Gloria Portillo, DEPUTY

1 Ross E. Shanberg (SBN 179842)
2 Shane C. Stafford (SBN 216151)
3 **SHANBERG STAFFORD LLP**
4 4100 Newport Place Drive, Suite 820
5 Newport Beach, California 92660
6 Telephone: (949) 205-7515
7 Facsimile: (949) 205-7144
8 rshanberg@ssbfirm.com
9 sstafford@ssbfirm.com

10 Attorneys for Plaintiffs, on behalf of themselves
11 and all others similarly situated and aggrieved

12 *[Additional counsel listed on following page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**

15 JUNE Y. MORENO, an individual;
16 KRYSTLE SANTANA, and individual; and
17 on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 INFINITI GROUP LLC, a California Limited
21 Liability Company; HOPE BY THE SEA,
22 INC. a California Corporation; HOWER
23 LODGE, INC., a California Corporation;
24 PILLARS RECOVERY, LLC, a California
25 Limited liability Company; SERENE
26 BEHAVIORAL HEALTH, LLC, a California
27 Limited Liability Company and DOES 1
28 through 100, inclusive,

Defendants.

CASE NO.: CIVSB2223551

[Assigned for all purposes to the Hon. Joseph
T. Ortiz, in Dept. S-17]

**DECLARATION OF ROSS E.
SHANBERG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

HEARING INFORMATION:

DATE: December 12, 2023
TIME: 8:30 a.m.
DEPT: S-17

1 **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

2 *david@tomorrowlaw.com*

3 Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

4 Iona Levin (SBN 294657)

iona@tomorrowlaw.com

5 8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

6 Tel: (310) 438-5555; Fax: (310) 300-1705

7 Attorneys for Plaintiffs, on behalf of themselves
and all others similarly situated and aggrieved

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1. I am an attorney licensed to practice before all courts of the State of California. I am a partner in the law firm of Shanberg Stafford LLP and am Class Counsel for the Plaintiffs herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement. A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release is attached hereto as Exhibit 1, and the Notice of Pendency of Class Action Settlement and Final Hearing, attached thereto as Exhibit A.

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3. On December 30, 2022, Plaintiff June Moreno (hereafter “Moreno” or “Plaintiff”) filed with the LWDA and served on defendants Infiniti Group, LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC and Serene Behavioral Health, LLC (collectively, “Defendants”) a notice under Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for various Labor Code violations.

4. On December 30, 2022, Moreno filed the present putative wage-and-hour class action complaint alleging that Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to provide accurate and compliant wage statements; (7) failed to indemnify for business expenses; and (8) engaged in unfair competition.

5. On March 30, 2023, Plaintiff Krystle Santana (hereafter “Santana” or Plaintiff”) filed a separate putative wage-and-hour class action complaint in the Orange County Superior Court alleging that Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to provide accurate and compliant wage statements; (7) failed to indemnify for business expenses; and (8) engaged in unfair competition. The Orange County Superior Court action is case No. 30-2023-01316157 (the “Santana Class Action”).

1 6. On March 31, 2023, Santana filed with the LWDA and served on Defendant a
2 notice under Labor Code section 2699.3, stating she also intended to serve as a proxy of the
3 LWDA to recover civil penalties on behalf of other non-exempt, hourly-paid employees for
4 various Labor Code violations (“Santana PAGA Notice”). A true and correct copy of the Santana
5 PAGA Notice is attached hereto as Exhibit 2.

6 7. On June 14, 2023, after awaiting the sixty-five day PAGA notice period, Santana
7 filed a First Amended Class Action Complaint (“FAC”) adding a claim for PAGA civil penalties
8 against Defendants for the Labor Code violations alleged in the PAGA Notice. Similarly, on June
9 14, 2023, after sixty-five (65) days had passed since Moreno filed and served her PAGA Notice,
10 without any action by the LWDA with respect to the alleged Labor Code violations, Moreno filed
11 in the county of San Bernardino, case No. CIVSB2311188, a separate complaint alleging PAGA
12 civil penalties against Defendants for the Labor Code violations alleged in the PAGA Notice.
13 (Moreno PAGA Action”).

14 8. Thereafter, Plaintiffs and Defendant (collectively, the “Parties”) agreed to exchange
15 informal discovery and attend an early mediation, in which Plaintiffs were provided with, among
16 other things: (1) time and payroll records for approximately 20% of the estimated 256 putative
17 class members; (2) putative class data points, including the total number of workweeks worked by
18 putative class members during the Class Period, the number of separated putative class members
19 in the waiting time penalty period and the dates of separation, the number of aggrieved employees,
20 the number of hours worked, and the number of pay periods in the wage statement period and the
21 statutory period for PAGA penalties; and (3) Defendants’ relevant wage and hour policy
22 documents and employee handbooks.

23 9. On July 7, 2023, the Parties participated in a full-day mediation before Michael J.
24 Loeb, Esq., a well-regarded mediator experienced in mediating complex labor and employment
25 matters. With the aid of the mediator’s evaluation, the Parties reached the Settlement to resolve the
26 Action. The parties then spent several weeks negotiating the terms of the MOU, and another few
27 weeks negotiating the long-form settlement agreement. The parties fully executed the Settlement
28 Agreement on or about July 26, 2023.

 10. As part and parcel to the Settlement, the Parties agreed to combine the Moreno
Class Action, the Moreno PAGA Action, and the Santana Class Action in one consolidated
complaint in San Bernadino County Superior Court. Accordingly, on September 19, 2023,
Plaintiffs Moreno and Santana filed a First Amended Consolidated Class Action Complaint in the

San Bernadino County Superior Court, combining claims from all three cases. A true and correct copy of the First Amended Consolidated Class Action and PAGA Complaint, which is the operative pleading in this action, is attached hereto as Exhibit 3. As part of the settlement, the parties have agreed to dismiss the Santana Class Action and Moreno PAGA action without prejudice.

THE OPERATIVE SETTLEMENT TERMS AND PLAN OF ALLOCATION

11. The class members entitled to the settlement fund are all non-exempt employees employed by defendants Infiniti Group, LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC and Serene Behavioral Health, LLC at any time between December 30, 2018 through July 31, 2023. There are approximately 256 Class Members as of July 14, 2023, with 8,214 total workweeks. In the event that the actual final number of Class Members and/or total workweeks is exceeded by more than 5%, the Gross Settlement Amount will increase pro rata per additional class member and/or additional workweek. Thus, for example, if the total number of workweeks during the Class Period increases by 6%, or 493 workweeks, then the Gross Settlement Amount shall be increased by 1%, or \$6,500.00.

12. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the \$650,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they do not opt out of the settlement. If a Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class.

13. The payment to the Class Members will be characterized eighty percent interest and penalties, and twenty percent wages. This allocation is justified because many of the claims alleged contain provisions for penalties, and the vast majority of the alleged violations occurred years before the settlement, implicating significant alleged interest owed. The class administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest. Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks¹ worked during the Class Period.

14. The Settlement Administration costs, estimated not to exceed \$10,000.00 will be paid out of the Gross Settlement Amount.

¹ "Workweek" means the estimated number of workweeks that a Settlement Class Member was employed by and worked for the Defendant in a non-exempt, hourly-paid position during the Class Period in California, based on paycheck data.

1 15. Class Counsel, David D. Bibiyan, Jeffrey D. Klein and Vedang J. Patel of Bibiyan
2 Law Group, P.C., as well as Ross E. Shanberg and Shane C. Stafford, will apply for attorneys'
3 fees of up to thirty-three and one-third percent (33 and 1/3%) of the Gross Settlement Amount,
4 which, unless escalated pursuant to the Settlement Agreement, amounts to \$216,666.45, and actual
5 costs, not to exceed \$25,000.00, all of which will be paid out of the Gross Settlement Amount.

6 16. Class Counsel will also apply for a service award of \$10,000 for each the class
7 representatives, which will be paid out of the Gross Settlement Amount.

8 17. “PAGA Group Members” means Class Members working for Defendants during
9 the period from March 30, 2022 through the end of the Class Period (“PAGA Period”) as non-
10 exempt, hourly-paid employees in California.

11 18. Defendants have agreed to pay \$32,500.00 as PAGA penalties, seventy-five percent
12 (75%) or \$24,375.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and
13 twenty-five percent (25%) or \$8,125.00 of which will be distributed to the PAGA Group
14 Members.

15 19. Checks to Class Members shall remain valid for 180 days to cash their checks.
16 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and
17 the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of
18 the Class Member for whom the funds are designated.

19 20. In exchange for their payment, the participating Class Members will agree to the
20 following release:

21 “Upon the date Defendants transfer the Gross Settlement Amount to the Settlement
22 Administrator, Named Plaintiffs and Participating Class Members who do not opt
23 out of the Settlement release the Released Parties of all claims alleged or could
24 have been alleged based on the theories and facts alleged in the operative
25 complaints in the Actions, which arose during the Class Period, including but not
26 limited to (1) Failure to pay minimum wages; (2) Failure to pay overtime wages;
27 (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure
28 to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay
timely wages upon separation of employment; (6) Failure to provide accurate
itemized wage statements; (7) Failure to Reimburse Business Expenses; (8)
Violation of Business and Professions Code § 17200, *et seq.*; and (9) Violation of
the California Private Attorneys General Act of 2004 (Labor Code §§ 2698,
et seq.), for violations of Labor Code sections 201-203, 210, 226, 226.3, 226.7,
510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, and 2802 (“Released Claims”).”

 (See Settlement Agreement, § 5.01). Furthermore, all Class Members will release
PAGA claims. (See Settlement Agreement, § 5.02).

1 The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit,
2 give a general release of all claims pursuant to Civil Code section 1542.

3 21. The parties further agree to appoint an experienced settlement administrator, XPand
4 Legal, to prepare and send notice to the class, receive and process objections, and prepare and mail
5 settlement checks to Settlement Class Members. The settlement administrator will conduct skip-
6 tracing for any Settlement Class Member whose address cannot be found.

7 22. The Class Notice provides instructions for Class Members who choose to exclude
8 themselves from the Settlement. To opt out, Class Members are instructed to submit a request for
9 exclusion to the Settlement Administrator by a specified date (45 days after the date of mailing of
10 the Class Notice). Class Members do not need to submit a claim form to participate in the
11 Settlement. Class Members will be informed of how they can object to the Settlement, and the
12 Class Notice informs Class Members of the date, time, and location of the final fairness and
13 approval hearing so that they can appear in person. Accordingly, the content of the Class Notice
14 complies with the requirements of Cal. R. Ct. 3.766(d).

15 23. The all-in settlement fund will also include all of the attorneys' fees and costs
16 allowed by this Court. The attorneys' fees shall not exceed thirty-three and one-third percent (33
17 and 1/3%) of the settlement fund, or \$216,666.67. Defendant will also pay class counsel's costs,
18 not to exceed \$20,000.00, as well as actual settlement administration costs not to exceed \$10,000,
19 out of the common fund.

20 24. The PAGA allocation of the settlement is \$32,500, of which \$24,375.00 (75%) will
21 be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining
22 portion - \$8,125.00 (25%) - going to PAGA Members (all allegedly aggrieved persons who
23 worked for Defendant at any time between March 31, 2022 through July 31, 2023 ("PAGA
24 Period").

25 25. The settlement also includes Plaintiffs' class representative enhancements. Based
26 on Plaintiffs' work in connection with this case, including connecting Class Counsel with other
27 witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting
28 with developing the claims and theories in this case, and attending Mediation, Plaintiffs
collectively seek \$20,000 (\$10,000 per Plaintiff).

26 26. In summary, the settlement fund is allocated as follows:

- 27 (1) A net settlement fund of approximately \$358,958. Each class member will
28 receive, on average, approximately \$1,402.

- (2) Attorney's fees and costs: \$216,666.67 in attorneys' fees and up to \$20,000 in costs.
- (3) Settlement administrator expenses not to exceed \$10,000.
- (4) PAGA payment to the LWDA: \$24,375.00.
- (5) Class representative enhancements of \$10,000 each for the two named Plaintiffs.

NATURE OF CLAIMS

27. Plaintiffs' First Amended Consolidated Class Action Complaint alleges claims for 1) Failure to Pay Overtime Wages; 2) Failure to Pay Minimum Wages; 3) Failure to Provide Meal Periods; 4) Failure to Provide Rest Periods; 5) Waiting Time Penalties; 6) Wage Statements Violations; 7) Failure to Reimburse for Business Expenses; 8) Unfair Competition; and 9) Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.

28. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in this case, Defendants' defenses thereto, and the difficulties in establishing damages for the Plaintiffs and Class Members.

29. Based on the foregoing, Plaintiffs have determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

1. Unpaid Wages for Failure to Pay Off-the-Clock Work

Based on documents and information provided by Defendants, there were approximately 8,214 Workweeks in the Class Period. Plaintiffs allege that Defendants failed to pay all wages due to Class Members because Defendants required Class Members to work off the clock responding to patient text messages and phone calls, attending to patients during their meal periods, and responding to text messages and phone calls after their scheduled hours. Also, Defendants misclassified some salaried employees as hourly paid employees.

1 Plaintiffs further alleged that Class Members performed unpaid off-the-clock work for
2 approximately 33.1 minutes each shift, which totals approximately 20,230.17 total hours of
3 unpaid time during the Class Period. Based on time and payroll records produced by Defendants
4 the average weighted overtime rate was \$30.80, and the total interest owed for the relevant time
5 period would amount to \$55,496.40. Thus, Defendants' exposure for unpaid off-the-clock work
is approximately **\$678,585**. (20,230.17 unpaid hours x \$30.80 + \$55,496.40 in interest)

6 **2. Damages for Non-Compliant Meal Periods**

7 Plaintiffs allege that Defendants' meal period practices throughout the Class Period were
8 non-compliant because Class Members' workload prevented them from taking timely, compliant
9 meal periods and Class Members were interrupted by supervisors or had to respond to patients.

10 Defendants' documents showed there were 27,772 (84.1%) meal period violations during
11 the Class Period (late, short, and missed meal periods). Notably, no meal period premiums were
12 ever issued throughout the Class Period. As such, Defendants' exposure for non-compliant meal
13 periods is approximately **\$620,154.28** (27,772 meal period violations x \$20.90/hour + \$39,719.48
in interest).

14 Defendants argued that they had compliant meal period policies and practices, and that
15 Class Members took timely and full meal periods. Defendants contend that their policy requires
16 their employees to take timely and full meal periods. Defendants further contend that any
17 instance of a Class Member failing to take a compliant meal period was voluntary, in violation
18 of its meal period policy, would necessitate an individualized inquiry, and would not lend itself
19 to a manageable trial. Thus, Defendants contend that *no* monies are owed for this claim but,
even if any amounts were due, the amount calculated by Class Counsel is excessive.

20 **3. Damages for Non-Compliant Rest Periods**

21 Plaintiffs allege that Defendants had no written policies for rest periods throughout the
22 Class Period and that Class Members were not permitted to take proper rest periods. Notably, no
23 rest period premiums were ever issued throughout the Class Period.

24 Assuming a 100% violation rate for rest-eligible shifts, Defendants' exposure for failure to
25 provide compliant rest periods is approximately **\$803,307** (35,974 shifts x \$20.90/hour +
\$51,450.40 in interest).

26 Defendants argued that it had compliant rest period policies and practices, and that Class
27 Members took timely and full rest periods. Defendants contend that its policy requires their
28 employees to take timely and full rest periods. Defendants further contend that any instance of a

1 Class Member failing to take a compliant rest period was voluntary, in violation of its rest
2 period policy, would necessitate an individualized inquiry, and would not lend itself to a
3 manageable trial. Thus, Defendants contend that *no* monies are owed for this claim but, even if
4 any amounts were due, the amount calculated by Class Counsel is excessive.

5 **4. Wage Statement Violations**

6 Plaintiffs allege that Class Members are entitled to recover penalties for Defendants'
7 alleged failure to issue compliant wage statements under Labor Code section 226, subdivision
8 (e), for the derivative impact of the failure to pay all wages owed on providing accurate
9 information on wage statements. Specifically, penalties are owed under Labor Code section 226
10 due to, at minimum, Defendants' failure to pay premium wages. A non-exempt employee
11 suffering injury due to a knowing and intentional failure by an employer to comply with Labor
12 Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty
13 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
14 (\$100) per employee for each violation in a subsequent pay period. The data provided by
15 Defendants shows there were 214 initial pay periods and a 3,196 subsequent pay periods.
Defendants' exposure for wage statement violations is **\$330,300** [(214 pay periods x \$50/pay
period) + 3,196 subsequent pay periods x \$100/pay period.]).

16 Defendants contend that the wage statements issued to the employees fully complied
17 with Labor Code § 226. Because it believes no wages are unpaid there can be no derivative
18 penalties. However, Class Counsel also understands the risks inherent in this claim if the above
19 claims were not certified. Class Counsel also considered the risk that a Court would find there
20 was no injury to Class Members even if the wage statements were inaccurate or that Defendants'
conduct was not intentional.

21 **5. Waiting Time Penalties**

22 Pursuant to Labor Code §§ 201, 202 and 203, each employee in the relevant statutory
23 period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of
24 wages as waiting time penalty for not being paid all wages due upon separation from employment.
25 Under Labor Code § 203, Defendants are liable to pay each Class Member, who was terminated
26 during the relevant statutory period, 30-days wages as a waiting time penalty for failure to pay
27 compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at
28 the time of termination or resignation. There were approximately 132 Class Members who were
terminated or resigned during the relevant statutory period. Thus, Defendants' potential exposure

1 for waiting time penalties is approximately **\$662,112** (132 separated Class Members x
2 \$20.90/hour x 8 hours x 30 days.).

3 Defendants contend that there is no credence to Plaintiff's off-the-clock theory and that
4 no waiting time penalties are owed. Finally, Defendants contend that its actions were not
5 "willful" and therefore waiting time penalties cannot be awarded. Thus, Defendants argued that
6 no waiting time penalties are owed.

6 **6. Failure to Reimburse for Business Expenses**

7 Plaintiffs allege that Defendants failed to indemnify Class Members for necessary business
8 expenses because Defendants required Class Members to incur cell phone charges, use personal
9 computers, incur mileage, clean uniforms, and incur related expenses. Plaintiffs estimated each
10 Class Member is owed \$100 per month for these expenses. Thus, Defendants' exposure for failure
11 to indemnify for business expenses is approximately **\$202,770.85** (1,874 months during the Class
12 Period through mediation x \$100 expenses per month + \$15,370.85 in interest).

13 Defendants argued that it reimbursed employees for all expenses incurred in furtherance of
14 work. Defendants also argued that Class Members were using their cellphones for personal use,
15 and Defendants have no obligation to reimburse Class Members for such use. Defendants argued
16 that, to the extent any Class Members' claims that their uniforms were so spoiled as to require
17 separate launder their uniforms, would necessitate an individualized inquiry, thereby precluding
18 certification and making any trial thereon unmanageable. Thus, Defendants contend there is little
19 to no exposure under this claim.

18 **7. PAGA Penalties**

19 The time and payroll data provided by Defendants show that there were 2,849 pay
20 periods in the PAGA Period. Plaintiffs' PAGA claims are substantially similar to those
21 described herein. PAGA penalties include penalties for initial violations and subsequent
22 violations. Class Counsel believes it is reasonable to calculate Defendants' maximum exposure
23 in PAGA penalties as follows:

24 a. Overtime Violations: This claim amounts to a maximum exposure of \$284,900
(2,849 pay periods x \$100).

25 b. Minimum Wage Violations: This claim amounts to a maximum exposure of
26 \$284,900 (2,849 pay periods x \$100).

27 c. Meal Period Violations: This claim amounts to a maximum exposure of \$284,900
28 (2,849 pay periods x \$50).

1 d. Rest Period Violations: This claim amounts to a maximum exposure of \$284,900
2 (2,849 pay periods x \$50).

3 e. Waiting Time Penalties: This claim amounts to a maximum exposure of \$184,498
4 (approximately \$5,426.40 penalty per PAGA Member x 34 PAGA Members)

5 f. Wage Statement Violations: This claim amounts to a maximum exposure of
6 \$284,900 (2,849 pay periods x \$100).

7 g. Failure to Reimburse Work Expenses: This claim amounts to a maximum
8 exposure of \$284,900 (2,849 pay periods x \$100).

9 i. Conclusion: In sum, Defendants' potential exposure for PAGA violations is
10 \$1,893,898. Defendants contend that no PAGA penalties are likely to be awarded and, even if
11 they were, the maximum exposure calculated by Class Counsel is vastly overstated. First,
12 Defendants claims that PAGA penalties should not be stacked. Second, Defendants asserts that
13 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
14 Third, Defendants denies that a violation for each pay period can be established. Fourth,
15 Defendants contend that a Court is unlikely to exercise its discretion to award civil penalties
16 under PAGA where, as here, there is no conduct shown by Plaintiffs that would show any Labor
17 Code violation by Defendants is knowing and intentional. Defendants insists that this is
18 especially true in this Action where class action damages are available to Class Members,
19 rendering an award of PAGA penalties in addition to class action damages to be double
20 recovery.

21 Class Counsel maintains that it is possible to recover the subsequent violation rate for
22 penalties, that stacking is permissible, and that there is no manageability requirement under
23 PAGA. As such, Class Counsel believes a 90% discount of this claim to be reasonable, resulting
24 in a valuation of **\$189,390** as a reasonable estimate of the likelihood of what Plaintiff may recover
25 at trial for PAGA penalties (\$1,893,898 x .10).

26 8. Conclusion

27 Defendants' maximum exposure is approximately **\$3,486,619**. Class Counsel obtained a
28 Gross Settlement Amount of **\$650,000.00, almost 20% of the total exposure**. Considering the
risks involving obstacles to class certification, all issues and risks related to liability, the issues
with manageability at trial, the discretionary nature of PAGA penalties, and considering the case
law regarding fair, reasonable, and adequate settlements, Class Counsel believes that the
settlement reached is fair, reasonable, and adequate, and in the best interest of Class Members.

Moreover, \$32,500 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendants unnecessarily punitive.

30. California law authorizes conditional class certification for settlement purposes when the moving party proves the class is ascertainable and sufficiently numerous, a well-defined community of interest exists among class members, and certification is a fair and efficient means of adjudicating the action, rendering proceeding as a class superior to alternative means. For settlement purposes only, the Parties have stipulated and agreed that the requisites for establishing class certification have indeed been met.

31. Here, the Class consists of approximately 256 current and former non-exempt hourly employees who worked in California for Defendants between December 30, 2018 through July 31, 2023. Further, the Class is readily ascertainable from Defendants' business records because all Class Members are current or former employees of Defendants.

32. This settlement is the result of extensive and hard-fought negotiations. Defendants have denied and continue to deny all of the claims and contentions alleged in this case. Nonetheless, Defendants have agreed to settle this case in the manner and upon the terms and conditions set forth in the Settlement Agreement to avoid the expense, inconvenience, and burden of further legal proceedings, and the uncertainties of trial and appeals.

33. Plaintiffs and Class Counsel recognize the expense of continuing to litigate and trying this case against Defendants through possible appeals which could take several years. As such, settlement is particularly advantageous to both parties here. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the case. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the settlement set forth in the Settlement Agreement is in the best interest of the Class Members.

34. Here, the litigation has been hard fought and displayed capable and experienced advocacy on both sides. The proposed settlement herein also has "no obvious deficiencies" and is well within the range of permissible compromise. This settlement, which represents

1 approximately 20% of the claimed exposure faced by Defendants, is entitled to preliminary
2 approval. Each Class Member will receive the same opportunity to participate in and receive
3 payment. Should every class member opt in to the settlement, they will receive, on average, a
4 payment of approximately \$1,402. Clearly, the goal of this litigation, to seek redress for the Class,
has been met.

5 35. Defendants have maintained that their wage and hour policies comply with
6 California law. Nevertheless, after arms-length negotiations, including via a mediation with an
7 experience mediator, the parties reached a proposed settlement of \$650,000, where each member
8 of the Class will receive payment unless the class member opts out of the settlement.

9 36. All of the class members will share in the settlement according to the number of
10 workweeks worked during their employment with Defendants. The compensation formula is
11 objective, justified, and reasonable in this case, and does not improperly grant preferential
treatment to any class member.

12 37. The agreement to settle did not occur until Class Counsel possessed sufficient
13 information to make an informed judgment regarding the likelihood of success on the merits and
14 the results that could be obtained through further litigation. Class Counsel developed strong legal
15 theories for their case, and initially pursued formal discovery, which was stayed so that the parties
16 could attend mediation. However, prior to mediation, Defendants provided substantial payroll
17 records, policy documents, financial documents, and related documentation to Plaintiffs' counsel
to review and thoroughly analyze prior to agreeing to attend mediation.

18 38. Based on the foregoing data and their own independent investigation and
19 evaluation, Class Counsel is of the opinion that the settlement with Defendants for the
20 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and
21 adequate and is in the best interest of the class in light of all known facts and circumstances,
22 including the risk of significant delay, defenses asserted by Defendants, and numerous issues that
23 could be raised on appeal and potential appeals down the road. Defendants and their counsel also
agree that the settlement is fair and in the best interest of the Class Members.

24 39. The class representatives collectively have spent many hours reviewing documents
25 produced by Defendants, conferring with Class Counsel, and attending mediation, to achieve the
26 result herein. But for the class representatives, this settlement would not have been reached. The
27 proposed class representative service award payments for Plaintiffs are intended to recognize their
28 initiative, risk, and efforts on behalf of the Settlement Class. Courts routinely approve class

1 representative service payments, also known as incentive awards, to compensate named plaintiffs
2 for the services they provide and the risks they incur during class action litigation.

3 40. Class Counsel has extensive experience in employment litigation and has
4 successfully handled wage and hour class actions. Class Counsel seeks up to thirty-three and 1/3
5 percent (33 1/3%) of the Gross Settlement Amount for attorney's fees.

6 41. Moreover, Class Counsel seeks costs not to exceed \$20,000, plus class
7 administrator expenses not to exceed \$10,000, which Defendants have agreed to pay out of the
8 settlement amount. All such costs, as well as the class administrator's expenses to oversee the
9 class notice procedure and remit the settlement fund to the class, are reasonably necessary in
10 prosecuting this action.

11 42. The proposed Notice of Class Settlement is fair and reasonable in this case. It
12 describes the nature of the lawsuit, the Settlement Class, the settlement amount, the proposed plan
13 of allocation of the settlement amount, and the attorneys' fees that Class Counsel may receive.
14 The proposed notice also describes the Settlement Agreement in sufficient detail to allow the
15 Settlement Class Members to make an informed choice to accept or reject it. The proposed Notice
16 also contains information on opting out of the Class, objecting to the settlement, and sets forth the
17 schedule for the final approval hearing.

18 43. Moreover, the parties propose that the Notice be mailed by the Settlement
19 Administrator to all Class Members at the last known address maintained by Defendants, and
20 updated by the Settlement Administrator, if necessary, after accessing the National Change of
21 Address database. In the event the Notice of Settlement is returned as undeliverable, the
22 Settlement Administrator will perform a skip-trace procedure, and if such procedure reveals a new
23 address, the Settlement Administrator will re-mail the Notice within five days. The proposed
24 notice describes the proposed settlement with enough specificity to permit class members to make
25 an informed decision whether to participate in the settlement.

26 44. I graduated from the University of California at Berkeley in 1992 with a Bachelor
27 of Sciences degree in Business Administration and graduated from the California Western School
28 of Law in 1995. Since becoming a lawyer in 1995, my practice has focused on complex litigation
matters, and for the last approximately 15 years, complex employment law and wage and hour
matters.

45. Since the beginning of this case, my partner Shane C. Stafford and I have been
closely involved with the investigation, discovery and prosecution of the claims asserted by

1 Plaintiffs. Before filing the case, I discussed the potential claims for several hours with Plaintiff
2 Krystle Santana, analyzed Ms. Santana's pay and personnel records, and researched potential
3 claim

4 46. Throughout this case, my firm and I have been involved in all aspects of discovery,
5 motion practice, court hearings, and witness interviews and outreach. We have acted diligently in
6 all aspects of the case to achieve the \$650,000.00 settlement reached with Defendants, which we
7 wholeheartedly support.

8 47. Members of my firm and I are experienced class action and PAGA representative
9 action counsel, including specializing in discrimination, wage and hour, and other employment
10 claims. Some of the class actions on which I and my partners have served as Class Counsel
11 include:

- 12 a. Wilkins, et al. v. Equinox Holdings, Inc.
13 Los Angeles Superior Court, No.: BC440058
- 14 b. TBC Retail Group Wage and Hour Cases
15 Los Angeles Superior Court, No.: JCCP No. 4701
- 16 c. Casserly v. Randstad US, L.P., et al.
17 United States District Court, Central District of California
18 Case No. SACV 12-1023-DOC(ANx)
- 19 d. Crilly v. Micro Electronics, Inc.
20 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 21 e. Concho, et al. v. Pipeline Carriers, Inc. et al.
22 Orange County Superior Court, No.: 30:2013-00649600-DU-OE-CXC
- 23 f. Holsted et al. v. R.J. Noble Company et. al.
24 Orange County Superior Court, No.: 30:2010-00379770-CU-OE-CXC
- 25 g. Piggue v. Chief Protective Services, Inc.
26 Orange County Superior Court, No.: 30-2013-00688107-CU-OE-CXC
- 27 h. Walsh v. Pacific Bell Telephone Company
28 Orange County Superior Court, No.: 30-2011-00498062-CU-OE-CXC
- i. Woods v. JFK Memorial Hospital
Riverside County Superior Court, No.: INC 1205209
- j. Ramirez et. al v. Titan Insurance of New Mexico
Riverside County Superior Court, No.: RIC1211890

- 1 k. DeSantos v. Jaco Oil Company, et al.
2 U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- 3 l. Duran v. Big 5 Corp.
4 Los Angeles Superior Court, No.: BC557154
- 5 m. Sheahan v. Celtic Leasing Corporation, Inc.
6 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 7 n. Panusis v. Control4 Corporation
8 United States District Court, Central District of California
9 Case No. SACV-16-1179-DOC
- 10 o. O&R Construction, LLC v. Dun & Bradstreet, et al.
11 United States District Court, Western District of Washington
12 Case No. C12-2184 TSZ
- 13 p. Matthews v. Whelan Security of California, Inc.
14 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
- 15 q. Rodriguez v. R.J. Noble Company (Navarro/Kles/Arango/Rocha)
16 Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC
- 17 r. Davis v. Pacific Bell Telephone Company (Medina)
18 Orange County Superior Court, No.: 30-2017-00955740-CU-OE-CXC
- 19 s. Evans v. Select Portfolio Servicing, Inc. et al. (Behr)
20 United States District Court, Eastern District of New York
21 Case No. 2:18-CV-05985-PKC-RML
- 22 t. Mariscal v. Munger Bros, LLC et al.
23 San Joaquin Superior Court, No.: STK-CV-UOE-2020-4639
- 24 u. Imperato v. California Commerce Club, Inc.
25 Los Angeles Superior Court, No.: 20STCB25314
- 26 v. Wang v. Fountain Valley Regional Hospital and Medical Center
27 Orange County Superior Court, No.: 30-2015-00821329-CU-OE-CXC
- 28 w. Randolph v. WestCare California, Inc.
Contra Costa Superior Court, No.: MSC22-00407
- x. Forney v. CHCM, Inc. dba College Hospital Costa Mesa
Orange County Superior Court , No.: 30-2021-01229774-CU-OC-CXC
- y. DeSimone v. Select Portfolio Servicing, Inc. (Rogers)

1 United States District Court, Eastern District of New York

2 Case No.: 20-CV-3837-PKC-TAM

3 z. Roark v. Sutter Bay Hospitals

4 San Mateo Superior Court, Case No. 21-CV-02057

5 48. During my 27+ year career, I have handled many successful employment law
6 matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in well
7 over 150 different wage and hour cases, the vast majority of which have resulted in favorable
8 settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained
9 significant recoveries in several class action lawsuits and other lawsuits involving complex legal
10 and factual issues. In 2013, I served as class counsel in the above-referenced Wilkins case which
11 settled for \$5,500,000 and the above-referenced Casserly case which settled for \$4,900,000. I also
12 settled the above-described Walsh v. Pacific Bell case for \$16.8 million on behalf of over 4,000
13 customer service representatives. I also recently settled the above-reference Roark case for
14 \$12,000,000.

15 49. I served as co-lead counsel in the matter of Pellegrino v. Robert Half International
16 Inc., Orange County Superior Court Case No. 06CC04518, a wage and hour case filed on behalf
17 of 6 recruiters in which I obtained an award in excess of 1.6 million dollars for my clients. The
18 Pellegrino case was affirmed on appeal on January 28, 2010, and was one of the first, if not the
19 first and only published decision in California (182 Cal. App. 4th 278) holding that recruiters are
20 non-exempt employees who are not subject to California's administrative exemption set forth in
21 Industrial Welfare Commission Wage Order 4-2001. The Supreme Court previously granted a
22 review and hold of the Pellegrino case, and the matter was transferred back to the Court of Appeal
23 for reconsideration. Shortly after the transfer, the case was settled by the parties, resulting in a
24 payment to our clients which exceeded the amount of the judgment and which was extremely
25 favorable.

26 50. I am AV rated by Martindale-Hubbell, the highest possible rating for a lawyer.
27 have also been selected as a Super Lawyer each year from 2015 - 2023. I am also a member of the
28 California State Bar, Orange County Bar Association, Employment Law Section, the California
Employment Lawyer's Association ("CELA"), and a member of the Robert A. Banyard Inns of
Court.

51. My partner, Shane C. Stafford, graduated from Virginia Polytechnic Institute and
State University in 1994, with a degree in Liberal Arts. Mr. Stafford graduated Summa Cum

1 Laude from Whittier Law School in 2001. Mr. Stafford was admitted to the California State Bar
2 and the United States Court of Appeals for the Ninth Circuit in December 2001, and the District of
3 Columbia Bar in February 2005. Upon graduation in 2001, Mr. Stafford began working for
4 Stanzler Funderburk & Castellon LLP, a business litigation firm located in San Francisco, with a
5 branch in downtown Los Angeles. Mr. Stafford practiced general civil litigation, including
6 business disputes, intellectual property litigation, insurance coverage matters, and employment
7 litigation. Mr. Stafford has practiced almost exclusively in the area of employment law since
8 2005. He is AV rated by Martindale-Hubbell, the highest possible rating for a lawyer.

9 52. Through October 20, 2023, my firm, Shanberg Stafford LLP has spent
10 approximately 127.90 hours on this case and has incurred approximately \$100,735.00 in fees. My
11 firm's billing rates for partners, Ross Shanberg (RES) and Shane Stafford (SCS) are currently
12 \$850 per hour. This case was filed in 2023. Our associate billing rate on this file is \$450, and our
13 paralegal rate is \$250 per hour. The fees incurred were reasonable and necessary in order to
14 prosecute this case. Class Counsel is requesting attorneys' fees of \$216,666.45, or thirty-three and
15 one-third percent (33 and 1/3%) of the gross settlement amount. We further estimate incurring an
16 additional 40 hours preparing the motion for final settlement approval, attending the final approval
17 hearing, and assisting with settlement administration on behalf of the 256 class members.
18 Attached as Exhibit 4 is a true and correct copy of my law firm's attorneys' fees billing statements
19 incurred in this case to date.

20 53. Through October 20, 2023, my firm has incurred approximately \$10,203 in costs
21 on this in litigation costs in this action. The costs incurred were reasonable and necessary in
22 prosecuting the case. Attached as Exhibit 5 is a true and correct copy of the litigation expenses
23 incurred by Shanberg Stafford LLP to date.

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

26 Executed on October 20, 2023 at Newport Beach, California.

27 

28 _____
Ross E. Shanberg

Exhibit 1

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, CA 90211

Tel: (310) 438-5555; Fax (310) 300-1705

Attorneys for Plaintiff JUNE Y. MORENO
on behalf of herself and all others similarly situated

[Additional counsel listed on following page]

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

JUNE Y. MORENO, an individual; on
behalf of all others similarly situated,

Plaintiffs,

vs.

INFINITI GROUP LLC, a California
Limited Liability Company; HOPE BY THE
SEA, INC., a California Corporation;
HOWER LODGE, INC., a California
Corporation; PILLARS RECOVERY, LLC,
a California Limited Liability Company
SERENE BEHAVIORAL HEALTH, LLC, a
California Limited Liability Company; and
DOES 1 to 100, inclusive,

Defendants.

) Case No.: CIVSB2223551

) Assigned for all purposes to Dept. S17
) Hon. Joseph T. Ortiz

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

) Complaint Filed: December 30, 2022

Ross E. Shanberg (SBN 179842)
Shane C. Stafford (SBN 216151)
SHANBERG STAFFORD LLP
4100 Newport Place Drive, Suite 820
Newport Beach, California 92660
Telephone: (949) 205-7515
Facsimile: (949) 205-7144
rshanberg@ssbfirm.com
sstafford@ssbfirm.com

Attorneys for Plaintiff
KRYSTLE SANTANA
on behalf of herself and all others similarly situated

Scott A. Kron (SBN 237769)
Anne L Card (SBN 273435)
KRON & CARD LLP
29122 Rancho Viejo Rd, Suite 110
San Juan Capistrano, CA 92675
Telephone: (949) 367-0520
Facsimile: (949) 613-8472
scott@kronandcard.com
anne@kronandcard.com

Attorneys for Defendants INFINITI GROUP LLC,
HOPE BY THE SEA, INC., HOWER LODGE, INC.,
PILLARS RECOVERY, LLC and SERENE
BEHAVIORAL HEALTH, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court pursuant to the California Rules of Court, that the Settlement of these Actions shall
3 be effectuated upon and subject to the following terms and conditions. Capitalized terms used
4 herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint
5 Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiffs June Y. Moreno and Krystle Santana
7 (“Plaintiffs”) and the Class Members, on the one hand, and Defendants Infiniti Group LLC, Hope
8 By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC, and Serene Behavioral Health, LLC
9 (“Defendants”), on the other hand. Plaintiffs and Defendants collectively are referred to in this
10 Agreement as “the Parties.”

11 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Six Hundred Fifty
13 Thousand Dollars (\$650,000) as provided in Section 3.06(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set
15 forth herein, including but not limited to, a release of all claims by Named Plaintiffs and the
16 Class Members as set forth herein.

17 ARTICLE I

18 DEFINITIONS

19 Unless otherwise defined herein, the following terms used in this Agreement shall have
20 the meanings ascribed to them as set forth below:

21 a. “Actions” means the actions described as follows: *June Y. Moreno v. Infiniti*
22 *Group LLC et al.*, Case No.: CIVSB2223551, commenced on December 30, 2022, in the Superior
23 Court of California for the County of San Bernardino; *Krystle Santana v. Infiniti Group LLC et*
24 *al.*, Case No.: 30-2023-01316157-CU-OE-CXC, commenced on March 30, 2023 in the
25 Superior Court of California for the County of Orange; and *June Moreno v. Infiniti Group LLC*
26 *et al.*, Case No.: CIVSB2311188 commenced on May 19, 2023 in the Superior Court of California
27 for the County of San Bernardino. For purposes of settlement, the Parties have agreed to stay the
28

1 *Santana* action and *Moreno* PAGA action, and have agreed to file a First Amended Consolidated
2 Complaint in the San Bernadino Superior Court combining all three cases.

3 b. “Agreement” means this Joint Stipulation of Class Action Settlement, including
4 the attached Exhibit(s).

5 c. “Class” means all non-exempt employees employed by Defendants Infiniti
6 Group, LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC, and Serene
7 Behavioral Health, LLC at any time between December 30, 2018 through July 31, 2023 (“Class
8 Period”). Defendants may, at their election, exclude from this group persons who did not record
9 any hours of work in Defendants’ timekeeping system due to leaves of absence, job
10 abandonment or similar reason. Defendant represents that there are approximately 256 non-
11 exempt employees comprising the Class.

12 d. “Class Counsel” means the attorneys for the Class and the Class Members, who
13 are:

14 **BIBIYAN LAW GROUP, P.C.**

15 David D. Bibiyan
16 Jeffrey D. Klein
17 Vedang J. Patel
18 8484 Wilshire Boulevard, Suite 500
19 Beverly Hills, CA 90211
20 Telephone: (310) 438-5555
21 Facsimile: (310) 300-1705

22 **SHANBERG STAFFORD LLP**

23 Ross E. Shanberg
24 Shane C. Stafford
25 4100 Newport Place Dr. Suite 820
26 Newport Beach, California 92660
27 Telephone: (949) 205-7515
28 Facsimile: (949) 205-7144

e. “Class List” means a list based on Defendants’ business records that identifies
each Class Member’s name, last known home or mailing address, Social Security number or, as
applicable, other taxpayer identification number, dates of employment, and the number of
Qualifying Workweeks worked during the Class Period.

1 f. “Class Member(s)” means all members of the Class.

2 g. “Class Period” means from December 30, 2018 through July 31, 2023.

3 h. “Court” means the California Superior Court for the County of San Bernardino.

4 i. “Date of Finality” means the first day after the period for filing any appeal, writ,
5 or other appellate proceeding opposing Final Approval and Judgment has elapsed without any
6 appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court
7 grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding
8 opposing Final Approval has been filed within that timeframe; five business days after any appeal,
9 writ, or other appellate proceedings opposing the Settlement has finally and conclusively
10 dismissed with no right to pursue further remedies or relief.

11 j. “Defendants” means Defendants Infiniti Group LLC, Hope By The Sea, Inc.,
12 Hower Lodge, Inc., Pillars Recovery, LLC, and Serene Behavioral Health, LLC, collectively.

13 k. “Defense Counsel” means counsel for Defendants:

14
15 **KRON & CARD LLP**

16 Scott A. Kron

17 Anne L. Card

18 29122 Ranch Viejo Road, Suite 110

19 San Juan Capistrano, CA 92675

Telephone: (949) 967-0520

Facsimile: (949) 613-8472

20
21 l. “Disposition” means the method by which the Court approves the terms of the
22 Settlement and retains jurisdiction over its enforcement, implementation, construction,
23 administration, and interpretation.

24 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the
25 final formal court order or judgment signed by the Court following the Final Fairness and
26 Approval Hearing in accordance with the terms herein, approving this Agreement.

27 n. “Gross Settlement Amount” means Six Hundred Fifty Thousand Dollars
28 (\$650,000) to be paid by Defendants as provided by this Agreement to settle these Actions. All

1 payments to the Class, administration costs, attorney's fees and costs, and Incentive Awards,
2 pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The
3 employers' share of payroll taxes arising from the payments made under this settlement shall be
4 paid by Defendants separate from and in addition to the Gross Settlement Amount. No part of the
5 Gross Settlement Amount shall revert to Defendants.

6 o. "Incentive Awards" means a monetary amount of up to Ten Thousand Dollars
7 (\$10,000.00) for the Named Plaintiffs, subject to Court approval, in recognition of their effort and
8 work in prosecuting the Actions on behalf of Class Members, and for their general release of
9 claims.

10 p. "Individual Settlement Payment(s)" means each Participating Class Member's
11 respective share of the Net Settlement Amount. Individual Settlement Payments will be
12 determined by the calculations provided in this Agreement.

13 q. "LWDA" means the State of California Labor and Workforce Development
14 Agency.

15 r. "LWDA Payment" means 75% of the \$32,500 allocated to the settlement of PAGA
16 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e)
17 of this Agreement, as provided for below.

18 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
19 including any evidence as may be required for the Court to conduct an inquiry into the fairness
20 of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing,
21 and to enter a Final Order in the Actions.

22 t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written
23 motion, including any evidence as may be required for the Court to grant preliminary approval of
24 the Settlement as required by Rule 3.769 of the California Rules of Court.

25 u. "Named Plaintiffs" means June Moreno and Krystle Santana.

26 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-
27 approved administration costs, Class Counsels' attorney's fees and costs, Incentive Awards, and
28 LWDA Payment, pursuant to Section 3.06(a)-(f) below.

1 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to
2 the Settlement Administrator a valid and timely written request to be excluded from the Class
3 pursuant to Section 3.04(b) below.

4 x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
5 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval
6 and which the Settlement Administrator shall mail to each Class Member containing: (i)
7 information regarding the nature of the Lawsuit and the positions of the Parties; (ii) a summary
8 of the Settlement’s principal terms, including the Class Members’ rights to opt-out of the
9 Settlement; (iii) the Class definitions; (iv) the length of employment the respective Class Member
10 worked for Defendants (according to Defendant’s records); (v) the Class Member’s estimated
11 Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi)
12 the dates which comprise the Class Period; (vii) instructions on how to submit disputes regarding
13 length of employment, Requests for Exclusion, and/or Notices of Objection, including a Request
14 for Exclusion Form and an Objection Form; (viii) the Response Deadline; (ix) the claims to be
15 released pursuant to the Settlement of the Lawsuit; ((x) a statement that Defendants deny all
16 liability and any alleged wrongdoing; (xi) the preliminary approval of the Settlement; and (xi) the
17 date of the Final Approval Hearing.

18 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
19 codified in California Labor Code §§ 2698 *et seq.*

20 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
21 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
22 have agreed that the PAGA Settlement Amount is Thirty-Two Thousand Five Hundred Dollars
23 (\$32,500), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
24 the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and
25 distributed to PAGA Group Members.

26 aa. “PAGA Group Members” means all Class Members employed by Defendants at
27 any time between March 31, 2022 through July 31, 2023 (“PAGA Period”).
28

1 bb. “Participating Class Member(s)” is defined as a Class Member who does not
2 timely exclude himself or herself from the Settlement and will therefore receive his or her share
3 of the Net Settlement Amount automatically without the need to return a claim form. Each
4 Participating Class Member will be paid his/her Individual Settlement Payment.

5 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
6 Settlement embodied in this Agreement.

7 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of
8 Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
9 Administrator for the benefit of Participating Class Members.

10 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
11 for Defendants during the Class Period.

12 ff. “Released Parties” means Defendants and all of their current and former parents,
13 owners, subsidiaries, predecessors and successors, and each of their respective officers, directors,
14 partners, shareholders and agents, and any other successors, assigns, or legal representatives.

15 gg. “Response Deadline” means the deadline by which Class Members must postmark
16 or fax to the Settlement Administrator requests for exclusion or written notices of objection. The
17 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice
18 Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
19 Sunday or federal holiday, in which case the Response Deadline will be extended to the next day
20 on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth
21 herein if there is a re-mailing.

22 hh. “Settlement Administration Costs” means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, mailing of notice
24 to the class, calculation of Individual Settlement Payments, generation of Individual Settlement
25 Payment checks and related tax reporting forms, administration of unclaimed checks, and
26 generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their
27 Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the
28 Gross Settlement Amount.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

CONTINGENT NATURE OF THE AGREEMENT

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Actions for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Actions. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Actions. If the Date of Finality does not occur, or if Disposition of the Actions is not effectuated, any certification of the Class as to Defendants will be vacated and Named Plaintiffs, Defendants, and the Class will be returned to their positions with respect to the Actions as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly reserve the

1 right to challenge the propriety of class certification in the Actions for any purpose, if the Date of
2 Finality does not occur.

3 The Parties and their respective counsel shall take all steps that may be requested by the
4 Court relating to the approval and implementation of this Agreement and shall otherwise use their
5 respective best efforts to obtain Court approval and implement this Agreement. If the Court does
6 not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties
7 agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon
8 a resolution, the Parties agree to seek the assistance of mediator Michael Loeb to resolve the
9 dispute.

10 **ARTICLE III**

11 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

12 The procedure for obtaining Court approval of and implementing this Agreement shall
13 be as follows:

14 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

15 Named Plaintiffs will bring a motion before the Court for an order conditionally certifying
16 the Class to include all claims pled in the Actions based on the preliminary approval of this
17 Agreement. The date that the Court grants preliminary approval of this Agreement will be the
18 "Preliminary Approval Date."

19 **Section 3.02: The Settlement Administrator**

20 The Parties have chosen XPand Legal to administer this Settlement and to act as the
21 Settlement Administrator, including but not limited to distributing and responding to inquiries
22 about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net
23 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
24 Payment checks and distributing them to Participating Class Members, establishing and
25 maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the
26 Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the appropriate
27 taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and
28 conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any
5 tax returns and any other filings required by any governmental taxing authority or agency, all
6 costs and fees associated with preparing any other checks, notices, reports, or filings to be
7 prepared in the course of administering disbursements from the Net Settlement Amount, and any
8 other costs and fees incurred and/or charged by the Settlement Administrator in connection with
9 the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be
10 paid to the Settlement Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than ten (10) days after the Preliminary Approval Date, Defendants will provide
13 the Settlement Administrator with a “Class List” in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, their dates of
16 employment and weeks worked during the Class Period.

17 Within ten (10) days of receiving a Class List from Defendants, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of
20 the Settlement Class. The Notice Packet will include a calculation of the Class Member’s
21 approximate share of the Net Settlement Amount. Class Members will have forty-five (45) days
22 from the date of mailing in which to postmark objections or requests for exclusion. Prior to the
23 initial mailing, the Settlement Administrator will check all Class Member addresses against the
24 National Change of Address database and shall update any addresses before mailing. The
25 Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5)
26 days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-
27 mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or forty-five
28 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark

1 objections or requests for exclusion. Class Members shall not be required to submit claim forms
2 in order to receive a proportional share of the Net Settlement Amount.

3 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
4 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members
5 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
7 or mass search on LexisNexis or comparable databases based on set criteria and, if another address
8 is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the
9 parties that reasonable means be used to locate Class Members and that the Settlement
10 Administrator be given discretion to take steps in order to facilitate notice of the Settlement and
11 delivery of the Individual Settlement Payments to all Participating Class Members.

12 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own
13 records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part
14 of a weekly status report provided to the Parties.

15 In the event a Class Member's Notice Packet remains undeliverable forty-five (45)
16 calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not
17 mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold
18 the Class Member's Individual Settlement Payment during the check cashing period on behalf of
19 the Class Member. If at the conclusion of the check cashing period the Class Member's Notice
20 Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed,
21 the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in
22 accordance with the procedures set forth in Section 3.06(g) below.

23 No later than twenty (21) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Class Counsel with a declaration attesting to completion
25 of the notice process, including any attempts to obtain valid mailing addresses for and re-sending
26 of any returned Notice Packets, as well as the number of valid requests for exclusion and
27 objections that the Settlement Administrator received.
28

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendants' records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. Defendants' records will control unless inconsistent with paycheck stub(s) (or bonafide copies thereof) provided by the Class Member, in which case the paycheck stub(s) will control. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it. The Settlement Administrator's decision as to the total number of Qualifying Workweeks shall be final. The Settlement Administrator shall send written notice of the decision on any such claim to the Settlement Class member, to Class Counsel, and counsel for Defendants within ten (10) calendar days of receipt of the dispute.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the

1 Settlement Administrator. Any Class Member who timely and validly requests exclusion from
2 the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not
3 be bound by the terms and conditions of this Agreement, and will not have any right to object,
4 appeal, or comment thereon.

5 Any Class Member who fails to timely submit a request for exclusion shall automatically
6 be deemed a Class Member whose rights and claims with respect to the issues raised in the Actions
7 are determined by the Court's Final Order Approving Settlement of Class Action, and by the other
8 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the
9 Actions and/or released in this Agreement will be extinguished.

10 **c. Objections to Settlement**

11 For any Class Member to object to this Agreement, or any term of it, the person making
12 the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to
13 the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen
14 (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever
15 is later), a written statement of the grounds of objection, signed by the objecting Class Member
16 or his or her attorney, along with all supporting papers. The date of the initial mailing of the
17 Notice Packet, and the date the signed objection was postmarked, shall be conclusively
18 determined according to the records of the Settlement Administrator. The Settlement
19 Administrator shall send any objections it receives to Defense Counsel and Class Counsel within
20 three (3) business days of receipt. Class Members may also appear at the final approval hearing
21 to object. The Court retains final authority with respect to the consideration and admissibility of
22 any Class Member objections.

23 **d. Encouragement of Class Members**

24 The Parties to this Agreement and the counsel representing such Parties shall not, directly
25 or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself
26 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
27 from Class Members.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this
4 Agreement and determine whether the Court should give it final approval, and (2) consider any
5 objections made and all responses by the Parties to such objections. At the Final Fairness and
6 Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and
7 shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay
11 the Gross Settlement Amount in the amount of Six Hundred Fifty Thousand Dollars (\$650,000).
12 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
13 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
14 Amount, and the Incentive Award.

15 Assuming no appeal has been filed, within thirty (30) calendar days after the date of the
16 Final Order Approving Settlement of Class Action, Defendants shall transfer the Gross Settlement
17 Amount plus Defendants' share of employer-side payroll taxes, as set forth herein, into a QSF
18 established by the Settlement Administrator either directly or by sending the funds to the
19 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use
20 these funds to fund payment of the Individual Settlement Payments to Participating Class
21 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment,
22 and the Settlement Administration Costs. If an appeal has been filed, then the preceding funding
23 shall occur within five (5) calendar dates after the Date of Finality.

24 Within five (5) calendar days after the Date of Finality, the Settlement Administrator will
25 pay the Individual Settlement Payments to Participating Class Members, Class Counsel's
26 attorneys' fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax
27 withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this
28

1 distribution, the Settlement Administrator will perform a search based on the National Change of
2 Address Database to update and correct for any known or identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-
5 three and one third percent (33 and 1/3rd%) of the Gross Settlement Amount, which, based on
6 the current Gross Settlement Amount, is Two Hundred Sixteen Thousand Six Hundred Sixty-Six
7 Dollars and Sixty-Seven Cents (\$216,666. 67). Class Counsel shall submit an application for an
8 award of costs not to exceed Twenty Thousand Dollars (\$20,000). Such application for attorneys'
9 fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants
10 shall not object to or oppose any such application in these amounts. Class Counsel shall serve
11 Defendants with copies of all documents submitted in support of their application for an award
12 of attorneys' fees and costs.

13 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from
14 the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The
15 attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work
16 performed, costs, and expenses related to the investigation, prosecution, and settlement of the
17 Actions incurred through the Date of Finality. To the extent that the Court approves less than the
18 amount of attorney's fees and/or costs that Class Counsel requests, the difference between the
19 requested and awarded amounts will be reallocated to the Net Settlement Amount.

20 **c. Payment of Settlement Administration Costs**

21 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount
22 and shall not constitute payment to any Participating Class Member(s). The amount shall not
23 exceed \$10,000.

24 **d. Payment of Incentive Award to Named Plaintiffs**

25 Subject to Court approval, the Named Plaintiffs shall each receive an Incentive Award of
26 up to Ten Thousand Dollars (\$10,000.00) the request for which Defendants will not object to or
27 oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not
28 constitute payment to any Participating Class Member(s) other than Named Plaintiffs. To the

1 extent that the Court approves less than the amount of incentive award that Class Counsel
2 requests, the difference between the requested and awarded amounts will be reallocated to the
3 Net Settlement Amount.

4 Because it is the intent of the Parties that the Incentive Awards represent payment to
5 Named Plaintiffs for their service to the Class Members, and not wages, the Settlement
6 Administrator will not withhold any taxes from the Incentive Award. The Incentive Award will
7 be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs
8 and to the pertinent taxing authorities as required by law.

9 **e. Payment to the Labor and Workforce Development Agency**

10 In consideration of claims made under PAGA, Class Counsel will request that the Court
11 approve allocation of Twenty-Five Thousand Dollars (\$32,500) of the Gross Settlement Amount
12 to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor
13 and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will
14 be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will
15 not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
16 Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiffs'
17 PAGA claims in the Actions, will not invalidate this Agreement.

18 **f. Payment of Individual Settlement Payments to Participating Class Members**

19 The Parties agree that the Net Settlement Amount shall be used to fund Individual
20 Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between
21 all Participating Class Members in proportion to the number of individual Qualifying Workweeks
22 for each Class Member. To calculate the minimum amount each Class Member will receive based
23 on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the
24 total number of Qualifying Workweeks by all Class Members during the Class Period and then
25 allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer.
26 Each Class Member's approximate Individual Settlement Payment amount will be included in his
27 or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be
28 dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata

1 basis based on the individual Qualifying Workweeks worked during the Class Period by each
2 Participating Class Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using
4 the following formula: 20% allocated to wages; 80% allocated to penalties and interest. The
5 amounts paid as wages shall be subject to all tax withholdings customarily made from an
6 employee's wages and all other authorized and required withholdings and shall be reported by
7 W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross
8 Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized
9 and required withholdings other than the tax withholdings customarily made from employees'
10 wages and shall be reported by IRS 1099 forms.

11 No later than five (5) calendar days after the Date of Finality, the Settlement Administrator
12 shall prepare and mail the checks for the Individual Settlement Payments to Participating Class
13 Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to
14 wages will be reduced by applicable employer and employee tax withholdings, and the Settlement
15 Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments.
16 The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest
17 and penalty portions of the Individual Settlement Payments. Participating Class Members shall
18 have 180 days from the date their Individual Settlement Payment checks are dated to cash their
19 Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period
20 will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property
21 Fund in the name of the Class Member for whom the funds are designated.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
24 or a mass search on LexisNexis or a comparable databases based on set criteria and, if another
25 address is identified, the Settlement Administrator shall mail the check to the newly identified
26 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
27 process, the Settlement Administrator will tender the funds from the undeliverable checks to the
28

1 State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds
2 are designated.

3 **g. Default on Payment.**

4 Defendants' failure to fund the Gross Settlement Amount within thirty (30) calendar days
5 after the deadlines described here shall be considered a default. In the event Defendants fail to
6 timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to
7 Class Counsel and Defendants' counsel within three (3) business days of the missed payment.
8 Thereafter, Defendants will have seven (7) days to cure the default and tender payment to the
9 Settlement Administrator. In the event Defendants fail to cure the default within the times set
10 forth herein, Named Plaintiffs may elect to enter judgment against Defendants for the balance of
11 the unpaid Gross Settlement Amount to date, and Named Plaintiffs will be entitled to recover
12 interest at ten percent (10%) per year from the due date for such payment and reasonable
13 attorneys' fees and costs incurred, including in any enforcement action.

14 **h. Right of Plaintiffs to Adjust the Gross Settlement Amount**

15 Defendants have estimated that there are 256 Class Members as of July 14, 2023, with
16 8,214 total workweeks. In the event that the actual final number of Class Members and/or total
17 workweeks is exceeded by more than 5%, the Gross Settlement Amount will increase pro rata
18 per additional class member and/or additional workweek. Thus, for example, if the total number
19 of workweeks during the Class Period increases by 6%, or 493 workweeks, then the Gross
20 Settlement Amount shall be increased by 1%, or \$6,500.00.

21 **i. No Credit Toward Benefit Plans.**

22 The Individual Settlement Payments made to Participating Class Members under this
23 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized
24 to calculate any additional benefits under any benefit plans to which any Class Members may be
25 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
26 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it
27 is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts
28 to which any Class Members may be entitled under any benefit plans.

1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendants dispute the allegations in the Actions and disputes that, but for this Settlement,
5 a Class should not have been certified in the Actions. This Agreement is entered into solely for
6 the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendants.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms,
10 nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received
11 as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released
12 Parties, including but not limited to, evidence of a presumption, concession, indication, or
13 admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
14 concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the
15 Released Parties in any further proceeding in the Actions, except for the purposes of effectuating
16 the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has
17 resolved any of his or her claims released through this Agreement.

18 **Section 4.03: Nullification**

19 The Parties have agreed to the certification of the Class encompassing all claims alleged
20 in the Actions for the sole purpose of effectuating this Agreement. If (a) the Court should for any
21 reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve
22 this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final
23 Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to
24 dispose of the Actions in its entirety, then (i) this Agreement shall be considered null and void;
25 (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force
26 or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as
27 if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the
28 Parties were willing to stipulate to class certification of all causes of action pled in the Actions as

1 part of the Settlement will have no bearing on, and will not be admissible in connection with, the
2 issue of whether the Class should be certified by the Court in a non-settlement context in these
3 Actions or any other action, and in any of those events, Defendants expressly reserve the right to
4 oppose certification of the Class.

5 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and
6 the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

7 **Section 4.04: Publicity**

8 Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any
9 contact with the press, respond to any press inquiry, or have any communication with the press
10 about the Actions and/or the fact, amount, or terms of the Settlement prior to the filing of the
11 Motion for Preliminary Approval. However, Class Counsel may refer to the settlement amount
12 and the nature of the case without identifying any of the Parties, *i.e.*, Class Counsel can refer to a
13 settlement involving a “health and human services entity.” Before the date of the filing of the
14 motion for preliminary approval of the Settlement, Plaintiffs and Class Counsel will not initiate
15 any contact with Class Members about the Settlement, except that: (a) Class Counsel, if contacted
16 by a Class Member, may respond that a settlement has been reached and that the details will be
17 communicated in a forthcoming Court-approved notice; and (b) Plaintiffs, if contacted by a
18 Settlement Class Member, may respond only that the Class Member should contact Class
19 Counsel. Neither Plaintiffs nor Class Counsel shall hold a press conference or otherwise seek to
20 affirmatively contact the media about the Settlement. If contacted by the media regarding the
21 Settlement, Class Counsel shall state, “It is a fair settlement, and we are pleased the parties were
22 able to resolve this matter.”

23 **ARTICLE V**

24 **RELEASES**

25 **Section 5.01: Released Claims by Class Members**

26 Upon the date Defendants transfer the Gross Settlement Amount to the Settlement Administrator,
27 Named Plaintiffs and Participating Class Members who do not opt out of the Settlement release
28 the Released Parties of all claims alleged or could have been alleged based on the theories and

facts alleged in the operative complaints in the Actions, which arose during the Class Period, including but not limited to (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages upon separation of employment; (6) Failure to provide accurate itemized wage statements; (7) Failure to Reimburse Business Expenses; (8) Violation of Business and Professions Code § 17200, *et seq.*; and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*), for violations of Labor Code sections 201-203, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, and 2802 (“Released Claims”).

Section 5.02: Released Claims by PAGA Group Members

Upon the date Defendants transfer the Gross Settlement Amount to the Settlement Administrator, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiffs’ notices sent to the LWDA and alleged in the operative complaints in the Actions, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Section 5.03: Named Plaintiffs’ Release of Unknown Claims

Upon the date Defendants transfer the Gross Settlement Amount to the Settlement Administrator, Named Plaintiffs waive, release, acquit, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiffs’ employment with Defendants, whether known or unknown, which exist or may exist as of the Parties’ execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Plaintiffs’ general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542

1 **ARTICLE VI**

2 **MISCELLANEOUS PROVISIONS**

3 **Section 6.01: Amendments or Modification**

4 The terms and provisions of this Agreement may be amended or modified only by an
5 express written agreement that is signed by all the Parties (or their successors-in-interest) and
6 their counsel, and approved by the Court.

7 **Section 6.02: Assignment**

8 None of the rights, commitments, or obligations recognized under this Agreement may be
9 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express
10 written consent of each other Party and their respective counsel. The representations, warranties,
11 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties
12 under this Agreement and shall not be construed to confer any right or to avail any remedy to any
13 other person.

14 **Section 6.03: Governing Law**

15 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
16 shall be determined, in accordance with the laws of the State of California, without regard to
17 conflicts of laws.

18 **Section 6.04: Entire Agreement**

19 This Agreement, including the Exhibits referred to herein, which form an integral part
20 hereof, contains the entire understanding of the Parties with respect to the subject matter contained
21 herein. In case of any conflict between text contained in Articles I through VI of this Agreement
22 and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall
23 be controlling, unless the Exhibits are changed by or in response to a Court order. There are no
24 restrictions, promises, representations, warranties, covenants, or undertakings governing the
25 subject matter of this Agreement other than those expressly set forth or referred to herein. This
26 Agreement supersedes all prior agreements and understandings among the Parties with respect to
27 the settlement of the Actions, including correspondence between Class Counsel and Defense
28 Counsel and drafts of prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly
4 waived in writing, to the extent permitted under applicable law, by the Party or Parties and their
5 respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A
6 waiver or failure to insist upon strict compliance with any representation, warranty, covenant,
7 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
8 subsequent or other failure.

9 **Section 6.06: Counterparts and Fax/PDF Signatures**

10 This Agreement, and any amendments hereto, may be executed in any number of
11 counterparts and any Party and/or their respective counsel may execute any such counterpart,
12 each of which when executed and delivered shall be deemed to be an original. All counterparts
13 taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be
14 as valid as an original signature.

15 **Section 6.07: Meet and Confer Regarding Disputes**

16 Should any dispute arise among the Parties or their respective counsel regarding the
17 implementation or interpretation of this Agreement, a representative of Class Counsel and a
18 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes
19 prior to submitting such disputes to the Court.

20 **Section 6.08: Agreement Binding on Successors**

21 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
22 of each of the Parties.

23 **Section 6.09: Cooperation in Drafting**

24 The Parties have cooperated in the negotiation and preparation of this Agreement. This
25 Agreement will not be construed against any Party on the basis that the Party, or the Party's
26 counsel, was the drafter or participated in the drafting of this Agreement.

1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement
3 of the Actions and have arrived at this Agreement through arm's-length negotiation and in the
4 context of adversarial litigation, taking into account all relevant factors, current and potential. The
5 Parties further believe that the Settlement is and is consistent with public policy, and fully
6 complies with applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Named Plaintiffs and the Class*

15 **BIBIYAN LAW GROUP, P.C.**

16 David D. Bibiyan
17 Jeffrey D. Klein
18 Vedang J. Patel
19 8484 Wilshire Boulevard, Suite 500
20 Beverly Hills, CA 90211
21 Telephone: (310) 438-5555
22 Facsimile: (310) 300-1705

23 **SHANBERG STAFFORD LLP**

24 Ross E. Shanberg
25 Shane C. Stafford
26 4100 Newport Place Dr. Suite 820
27 Newport Beach, California 92660
28 Telephone: (949) 205-7515
 Facsimile: (949) 205-7144

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///
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1 And

2 *To Defendants:*

3 **KRON & CARD LLP**

4 Scott A. Kron

5 Anne L. Card

6 29122 Ranch Viejo Road, Suite 110

7 San Juan Capistrano, CA 92675

8 Telephone: (949) 967-0520

9 Facsimile: (949) 613-8472

10 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

11 To the extent consistent with class action procedure, this Agreement shall be enforceable
12 by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of
13 Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Actions
14 or the liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to
15 adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the
16 Court shall retain continuing jurisdiction over these Actions and over all Parties and Class
17 Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.
18 In the event that one or more of the Parties institutes any legal action or other proceeding against
19 any other Party or Parties to enforce the provisions of this Settlement, the successful Party or
20 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

21 **Section 6.14: Mutual Full Cooperation**

22 The Parties agree fully to cooperate with each other to accomplish the terms of this
23 Agreement, including but not limited to the execution of such documents, and the taking of such
24 other action, as may reasonably be necessary to implement the terms of this Agreement. The
25 Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement
26 and its terms. In the event the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may
28

1 become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance
2 of the Court.

3 **Section 6.15: Authorization to Act**

4 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and
5 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
6 required to effectuate the terms of this Agreement, except for signing documents, including but
7 not limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
8 represent and warrant that the individual executing this Agreement on its behalf has the full right,
9 power, and authority to enter into this Agreement and to carry out the transactions contemplated
10 herein.

11 **Section 6.16: No Reliance on Representations**

12 The Parties have made such investigation of the facts and the law pertaining to the matters
13 described herein and to this Agreement as they deem necessary, and have not relied, and do not
14 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
15 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights
16 or asserted rights, or with regard to the advisability of entering into and executing this Agreement,
17 or with respect to any other matters. No representations, warranties, or inducements, except as
18 expressly set forth herein, have been made to any party concerning this Agreement.

19 **EXECUTION BY PARTIES AND COUNSEL**

20 The Parties and their counsel hereby execute this Agreement.

21 Dated: Aug 17, 2023

22 **JUNE MORENO**

23 By: June Y. Moreno
June Y. Moreno (Aug 17, 2023 09:50 PDT)
24 Named Plaintiff

25 Dated: _____

26 **KRYSTLE SANTANA**

27 By: _____
28 Named Plaintiff

become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendants represent and warrant that the individual executing this Agreement on its behalf has the full right, power, and authority to enter into this Agreement and to carry out the transactions contemplated herein.

Section 6.16: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

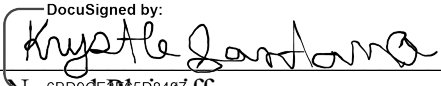
Dated: _____

JUNE MORENO

By: _____
Named Plaintiff

Dated: 8/15/2023

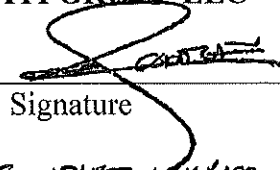
KRYSTLE SANTANA

By:  _____
Named Plaintiff

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Dated: 8/16/2023

INFINITI GROUP LLC

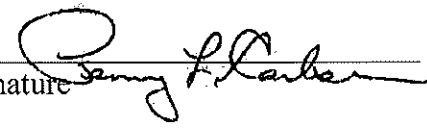
By: 
Signature

CYNTHIA WILLIAMS
Printed Name

COO
Title

Dated: 8/16/2023

HOPE BY THE SEA, INC.

By: 
Signature

PENNY CARLSER
Printed Name

CFO
Title

Dated: 8/16/2023

HOWER LODGE, INC.

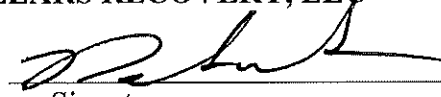
By: 
Signature

Chad Carlser
Printed Name

CEO
Title

Dated: 8/16/2023

PILLARS RECOVERY, LLC

By: 
Signature

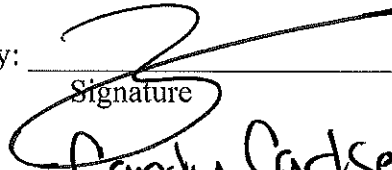
Peter Gates
Printed Name

CCO
Title

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Dated: 8/16/2023

SERENE BEHAVIORAL HEALTH, LLC

By: 

Signature

Candy Carlson

Printed Name

member

Title

1 **APPROVED AS TO FORM ONLY:**

2
3 Dated: 08/21/23

BIBIYAN LAW GROUP, P.C.

4
5 By: Vedang J. Patel
6 DAVID D. BIBIYAN
7 JEFFREY D. KLEIN
8 AMANDA FAZIO
9 Attorneys for Plaintiff
JUNE MORENO, on behalf of
herself and all others similarly situated

10 Dated: _____

SHANBERG STAFFORD LLP

11
12 By: _____
13 ROSS E. SHANBERG
14 SHANE C. STAFFORD
15 Attorneys for Plaintiff
16 KRYSTLE SANTANA, on behalf of
herself and all others similarly situated

17 Dated: _____

KRON & CARD LLP

18
19 By: _____
20 SCOTT A. KRON
21 ANNE L. CARD
22 Attorneys for Defendants INFINITI
23 GROUP LLC, HOPE BY THE SEA,
24 INC., HOWER LODGE, INC., PILLARS
25 RECOVERY, LLC and SERENE
26 BEHAVIORAL HEALTH, LLC
27
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1 **APPROVED AS TO FORM ONLY:**

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3 Dated: _____

BIBIYAN LAW GROUP, P.C.

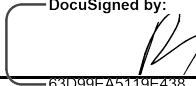
4

5 By: _____

6 DAVID D. BIBIYAN
7 JEFFREY D. KLEIN
8 AMANDA FAZIO
9 Attorneys for Plaintiff
10 JUNE MORENO, on behalf of
11 herself and all others similarly situated

12 Dated: 8/15/2023

SHANBERG STAFFORD LLP

13 By:  _____

14 ROSS E. SHANBERG
15 SHANE C. STAFFORD
16 Attorneys for Plaintiff
17 KRYSTLE SANTANA, on behalf of
18 herself and all others similarly situated

19 Dated: _____

KRON & CARD LLP

20 By: _____

21 SCOTT A. KRON
22 ANNE L. CARD
23 Attorneys for Defendants INFINITI
24 GROUP LLC, HOPE BY THE SEA,
25 INC., HOWER LODGE, INC., PILLARS
26 RECOVERY, LLC and SERENE
27 BEHAVIORAL HEALTH, LLC
28

1 **APPROVED AS TO FORM ONLY:**

2
3 Dated: _____

BIBIYAN LAW GROUP, P.C.

4
5 By: _____

6 DAVID D. BIBIYAN
7 JEFFREY D. KLEIN
8 AMANDA FAZIO
9 Attorneys for Plaintiff
JUNE MORENO, on behalf of
herself and all others similarly situated

10 Dated: _____

SHANBERG STAFFORD LLP

11
12 By: _____

13 ROSS E. SHANBERG
14 SHANE C. STAFFORD
15 Attorneys for Plaintiff
16 KRYSTLE SANTANA, on behalf of
herself and all others similarly situated

17 Dated: August 16, 2023

KRON & CARD LLP

18
19 By:  _____

20 SCOTT A. KRON
21 ANNE L. CARD
22 Attorneys for Defendants INFINITI
23 GROUP LLC, HOPE BY THE SEA,
24 INC., HOWER LODGE, INC., PILLARS
25 RECOVERY, LLC and SERENE
26 BEHAVIORAL HEALTH, LLC
27
28

EXHIBIT A

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Moreno, et al. v. Infiniti Group LLC, et al.,
San Bernardino County Superior Court
Case No. CIVSB2223551

If you worked for Defendants Infiniti Group LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC, and Serene Behavioral Health, LLC (“Defendants”), as a non-exempt employee in California at any time from December 30, 2018 through July 31, 2023, a settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *June Moreno, et al. v. Infiniti Group LLC, et al.*, Case No. CIVSB2223551 (San Bernardino County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants, which will affect all individuals who worked for Defendants as a non-exempt employees in California at any time between December 30, 2018 through July 31, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Defendants for wage and hour violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Defendants separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a member of the PAGA Group, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records show that you worked for Defendants in California as a non-exempt employee at some point between December 30, 2018 through July 31, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

2. What is this lawsuit about?

In this Lawsuit, Plaintiffs Moreno and Santana ("Plaintiffs") claim that Defendants: (1) failed to pay minimum wages, (2) failed to pay overtime wages, (3) failed to provide meal periods, (4) failed to permit rest periods, (5) failed to reimburse business expenses, (6) failed to provide accurate itemized wage statements, (7) failed to pay wages due upon separation of employment, and (8) Plaintiffs argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws, and that they entitled Plaintiffs to recover civil penalties to be split 75% to the State of California and 25% to certain employees pursuant to PAGA. Plaintiffs also claimed entitlement to restitution, interest, attorneys' fees, and costs. You can read Plaintiffs' allegations as stated in the complaint, which is available at [settlement administrator website].

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the case. Defendants do not believe they violated any law or regulation relating to how they classified employees, how they provided rest and meal periods, how they paid employees, when they paid employees, how much they paid employees, when they reimbursed business expenses, or how wage statements displayed information. Defendants deny any wrongdoing and assert they complied with the law. Defendants further deny they owe the monies claimed in the Lawsuit. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General" (PAGA) claim where the Plaintiffs are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75%

of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiffs in the Lawsuit during the period of July 31, 2022 through July 31, 2023 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiffs and Defendants agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Defendants have agreed to pay \$650,000.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiffs have agreed to release all of their claims in this lawsuit against Defendants.
3. **Class Settlement Payments:** Plaintiffs seek the following deductions from the Gross Settlement Amount:
 - a. Up to thirty-three and 1/3 percent of the Gross Settlement Amount (currently equal to \$216,666) for Class Counsels’ attorneys’ fees.
 - b. Up to \$20,000.00 for reimbursement of Class Counsels’ litigation costs.
 - c. Incentive awards of up to \$10,000.00 to each Plaintiff (\$20,000.00 total) for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Reimbursement of actual costs of the Settlement Administrator to administer the settlement.
 - e. Payment of \$32,500.00 to the California Labor and Workforce Development Agency and PAGA Group Members for release of PAGA claims.

If the Court approves the requested deductions, there will be approximately \$[INSERT] remaining, before deducting for taxes, to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of work weeks they worked during the Class Period.

PAGA Settlement Payments. A portion of the Gross Settlement Amount will be set aside for Class Members who worked for Defendants in California at some point between July 31, 2022 through July

31, 2023 ("PAGA Group"). If you are a member of the PAGA Group, you will receive a pro rata share of the PAGA Group Payment, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. Settlement Payment checks returned as undeliverable and unclaimed and uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void and a stop payment will be placed on the uncashed check. The funds from any voided checks will be paid to State of California's State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each Participating Class Member.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Class" includes: All non-exempt employees who worked for Defendants in California at any time between December 30, 2018 through July 31, 2023 (the "Class Period").

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [ADMINISTRATOR], the "Settlement Administrator," at the designated phone number for this matter at (800) XXX-XXXX or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California as a non-exempt employee during the Class Period is _____.

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Defendants' records and any information you provide. Any disputes not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Defendants (“Released Parties”) from all claims alleged or could have been alleged based on the theories and facts alleged in the operative complaints in the Action, which arose during the Class Period, including but not limited to (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages upon separation of employment; (6) Failure to provide accurate itemized wage statements; (7) Failure to Reimburse Business Expenses; (8) Violation of Business and Professions Code § 17200, et seq.; and (9) Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.), for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, and 2802 (“Released Claims”). All Settlement Class Members shall be bound by the Released Claims, unless they formally opt out.

Additionally, if you worked during the period of July 31, 2022 through July 31, 2023, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Settlement Class Member.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection. An Objection Form is attached hereto.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit, except for the release by PAGA Group Members, as explained above. Whether or not you submit a Request for Exclusion, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the

Settlement Administrator at the address in Section 16 below. The statement must be signed and dated by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, your request for exclusion must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the *Moreno v. Infiniti Group LLC* action; and (3) be signed by you. A Request for Exclusion Form is attached hereto

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class Members
BIBIYAN LAW GROUP, P.C.

David D. Bibiyan
Jeffrey D. Klein
Vedang J. Patel
8484 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Ross E. Shanberg (rshanberg@ssbfirm.com)
Shane C. Stafford (sstafford@ssbfirm.com)
SHANBERG STAFFORD LLP
4100 Newport Place Dr. Suite 820
Newport Beach, California 92660
Telephone: (949) 205-7515
Facsimile: (949) 205-7144

Defendants' Lawyers
KRON & CARD LLP

Scott A. Kron
Anne L. Card
29122 Ranch Viejo Road, Suite 110
San Juan Capistrano, CA 92675
Telephone: (949) 967-0520
Facsimile: (949) 613-8472

The Court has preliminarily decided that Bibiyan Law Group, P.C. and Shanberg Stafford LLP are qualified to represent you and all Class Members. The law firms' attorneys are experienced in handling similar cases against other employers. More information about these law firms, their practice, and their lawyers' experience is available at www.tomorrowlaw.com and <https://www.ssfirm.com/>.

14. How will the lawyers be paid?

As part of the Settlement with Defendants, Class Counsel have requested thirty-three and 1/3 percent of the Gross Settlement Amount (currently equal to \$216,666) in attorneys' fees, plus costs not to exceed \$20,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsels' fees and costs from your Individual Settlement Payment.

15. How will Plaintiffs be paid?

As part of the Settlement with Defendants, Class Counsel has requested an enhancement payment of up to \$10,000.00 to be paid to each Plaintiff (\$20,000.00 total) for their efforts in this matter while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[Administrator]
[ADDRESS]
[PHONE NUMBER]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department S17 of the San Bernardino County Superior Court for the State of California, located at _____. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendants make payment to the Settlement Administrator. If there are no objections or appeals, Defendants will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation may be reviewed on the Court's website: www.sb-court.org.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone

number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[Administrator]

[ADDRESS]

[PHONE NUMBER]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.
ABOUT THIS NOTICE**

REQUEST FOR EXCLUSION FORM

Moreno, et al v. Infiniti Group LLC et al.
San Bernardino County Superior Court,
Case No. CIVSB2223551

Enclosed with this form is a Notice describing a class action settlement involving all non-exempt employees employed by Defendants Infiniti Group, LLC, Hope By The Sea, Inc., Hower Lodge, Inc., Pillars Recovery, LLC, and Serene Behavioral Health, LLC at any time between December 30, 2018 through July 31, 2023.

This settlement is the result of extensive settlement discussions. Both sides agree that, in light of the risks and expenses associated with further litigation, this Settlement is fair and appropriate under the circumstances. However, you have the opportunity to request exclusion from the proposed class settlement, as set out herein. **If you choose to exclude yourself from the class settlement, then you must accurately fill out and sign this Request for Exclusion Form and send it to the Settlement Administrator so that it is postmarked to the Settlement Administrator no later than xxxxx, 2023.**

This form must be addressed to:

Moreno, et al v. Infiniti Group LLC et al.
c/o Settlement Administrator

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS SETTLEMENT AND NOT TO RECEIVE A CLASS SETTLEMENT PAYMENT. I UNDERSTAND THAT I HAVE THE RIGHT TO SEEK THE ADVICE OF COUNSEL WITH RESPECT TO THIS CHOICE AND HOW IT AFFECTS MY LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS.

By signing and returning this form, I certify that I have read the Notice of Pendency of Class Action Settlement and Final Hearing in this action and wish to be excluded from the class settlement. I understand that this means that I will not receive any payment under the class settlement. A request for exclusion will preserve your right to individually pursue your claims.

Dated: _____, 2023

(Signature)

(Type or Print Name)

(Address)

(Telephone No.)

(Last four digits of Soc. Security No.)

Moreno, et al v. Infiniti Group LLC et al.
San Bernardino County Superior Court,
Case No. CIVSB2223551

OBJECTION FORM

MAIL TO:

c/o [Settlement Administrator]
P.O. Box *****
*****, CA *****
Telephone: (***) ***-****

ATTACH THIS OBJECTION COVER SHEET TO YOUR WRITTEN OBJECTION TO THE
CLASS SETTLEMENT

Please provide the following information:

Name: _____

Last 4 Digits of Social Security Number: _____

Signature: _____

**ONLY SUBMIT THIS FORM WITH YOUR WRITTEN OBJECTION IF YOU WANT
TO OBJECT TO THE SETTLEMENT. IF YOU DO NOT OBJECT, DO NOT SUBMIT
THIS FORM. INCLUDE ANY PAPERS UPON WHICH YOUR OBJECTION IS BASED.**

PLEASE NOTE YOU CAN ONLY OBJECT TO THE CLASS SETTLEMENT IF YOU DO
NOT REQUEST EXCLUSION FROM THE CLASS SETTLEMENT.

IF YOU WANT TO OBJECT, YOUR OBJECTION SHOULD BE POSTMARKED ON OR
BEFORE _____, 2023, AND MAILED TO THE FOLLOWING MAILING
ADDRESS:

c/o [Settlement Administrator]
P.O. Box *****
*****, CA *****
Telephone: (***) ***-****

Exhibit 2

SHANBERG STAFFORD LLP

4100 NEWPORT PLACE, SUITE 820
NEWPORT BEACH, CALIFORNIA 92660

TELEPHONE (949) 205-7515
FACSIMILE (949) 205-7144
www.ssfirm.com

March 31, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Infiniti Group LLC
Ji Min Loh
Agent for Service of Process
33171 Paseo Cerveza
San Juan Capistrano, CA 92675

Serene Behavioral Health, LLC
Scott A. Kron
Agent for Service of Process
29122 Rancho Viejo Rd., Suite 110
San Juan Capistrano, CA 92675

Hope By The Sea, Inc.
Scott A. Kron
Agent for Service of Process
29122 Rancho Viejo Rd., Suite 110
San Juan Capistrano, CA 92675

Hower Lodge, Inc.
Thomas Hower
Agent for Service of Process
26166 Circle Dr
Lake Arrowhead, CA 92352

Pillars Recovery, LLC
Peter Morrice Gates
Agent for Service of Process
1545 Newport Blvd.
Costa Mesa, CA 92627

Re: California Labor Code Violations by Infiniti Group LLC et al.

Dear PAGA Administrator:

Please be advised that the law firm of Shanberg Stafford LLP represents Krystle Santana ("Plaintiff or "Plaintiff Santana") and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment with Defendants Infiniti Group LLC, Hope By The Sea, Inc., Pillars Recovery, LLC, Serene Behavioral Health, LLC, Hower Lodge, Inc., and Does 1-100 ("Defendants").

Defendants have committed numerous violations of the California Labor Code, including, but not limited to, §§ 201-203, 226, 226.7, 510, 512, 1194, and 2802. The facts and theories to support the alleged violations are set forth herein.

California Labor & Workforce Development Agency
Infiniti Group LLC
Hope By The Sea, Inc.
Pillars Recovery, LLC
Serene Behavioral Health, LLC
Hower Lodge, Inc.
Re: *California Labor Code Violations by Infiniti Group LLC et al.*
March 31, 2023

A. Failure to Pay All Wages/Overtime

Plaintiff Santana worked for Defendants as an Associate Marriage and Family Therapist providing individual and group therapy to patients in Defendants' various locations from March 2022 to August 2022. During her employment, Defendants failed to pay Plaintiff Santana, and other aggrieved employees, the proper amount of overtime wages. Defendants violated various sections of the Labor Code, including §§ 510 and 1194, by failing to provide her, and all other aggrieved employees, overtime compensation for work over 8 hours in a day and/or 40 hours in a week. Specifically, Plaintiff and other aggrieved employees regularly work in excess of 8 hours per day at patients' homes and Defendants fail to pay overtime compensation for any time worked in excess of 8 hours per day.

Plaintiff and other aggrieved employees regularly received phone calls and text messages after hours and were expected to be "on call" for 24-48 hours several times each week. While Plaintiff Santana was "on call" she had to provide crisis counseling over the phone, answer calls, provide referrals to hospitals, and provide any resources requested by the patients. She was also expected to coordinate with operations, transport clients to appointments, and visit patients' houses in person if necessary.

B. Meal and Rest Breaks

Defendants also failed to provide Plaintiff with meal and rest periods under California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied with California law. Plaintiff's job duties included providing individual and group therapy to Defendants' patients at various locations. Plaintiff would be interrupted or have to respond to various communications in order to respond to patient needs during her breaks, thereby preventing her from receiving "duty free" breaks. The workload did not permit Plaintiff to take proper meal periods.

Plaintiff and other aggrieved employees were not provided with requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. The pace and nature of the job requires Plaintiff to work through meal periods in order to keep up with the job duties and caring for patients. Moreover, Plaintiff is always "on call" during her work shifts in order to care for her patients. Plaintiff Santana was written up by Defendants when she asked to take meal breaks.

Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiff one hour of pay at the regular rate of pay for each workday that a 30-minute duty-free meal period was not provided.

California Labor & Workforce Development Agency
Infiniti Group LLC
Hope By The Sea, Inc.
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Hower Lodge, Inc.
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March 31, 2023

Defendants also failed to adopt, implement, and enforce a uniform rest period policy that complied with California law. Defendants failed to authorize and permit Plaintiff to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiff to regularly work through rest periods to complete the job duties. Given the nature of the job and the requirement that Plaintiff be “on call” at all times during her shift, Plaintiff (and other aggrieved employees) simply were not able to take regular duty-free rest periods of ten minutes for every four hours or fraction thereof. In fact, Plaintiff Santana was written up by Defendants when she asked to take rest breaks.

Defendants further failed to pay Plaintiff a missed rest period premium pursuant to Labor Code § 226.7 for each rest period that was not authorized or permitted, and/or failed to pay such rest period premium at Plaintiff’s regular rate of pay. As a result of Defendants’ lack of any meal or rest break policy that complies with California law, Defendants have violated Labor Code § 512 and 226.7 and the applicable Industrial Welfare Commission wage order.

C. Wage Statement Violations

Defendants knowingly and intentionally failed to provide Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing that Plaintiff, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by that Plaintiff. Plaintiff’s wage statements also failed to document the correct amount of overtime and meal and rest period premium payments that were due and owing under California law.

D. Waiting Time Penalties

Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiff by failing to pay overtime wages for hours worked in excess of 8 per day, failing to pay Plaintiff for time worked during meal and rest periods, failing to pay Plaintiff for an extra hour at the regular rate because Defendants failed to provide compliant meal and rest periods. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

E. Unreimbursed Business Expenses

Defendants, as a matter of policy and/or practice, adopted, implemented, and enforced policies and procedures whereby Plaintiff and other aggrieved employees were required to incur expenses in carrying out their duties for Defendants, including but not limited to expenses for cell phone charges and mileage for using their personal vehicles for business purposes. As a matter of

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policy, Defendants failed to indemnify or reimburse Plaintiff and other aggrieved employees for these expenses. Defendants have violated and continue to violate California Labor Code Section 2802.

F. Conclusion

Pursuant to Labor Code § 2699.3, the undersigned, on behalf of Plaintiff Santana and all other similarly situated aggrieved employees, is hereby providing written notice of the alleged Labor Code violations.

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, these current and former employees intend to pursue their claims under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Defendants that were subject to the same Labor Code violations described above.

Very truly yours,

SHANBERG STAFFORD LLP



Shane C. Stafford

Exhibit 3

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (Cal. Bar No. 297296)

jeff@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

alex@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

FILED
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO

SEP 19 2023

BY: 
ME. JALEE GAY, Deputy

Attorneys for Plaintiff JUNE Y. MORENO on behalf of
herself and all others similarly situated

(additional counsel on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JUNE Y. MORENO, an individual;
KRYSTLE SANTANA, and individual; and
on behalf of all others similarly situated,

Plaintiff,

v.

INFINITI GROUP LLC, a California Limited
Liability Company; HOPE BY THE SEA,
INC. a California Corporation; HOWER
LODGE, INC., a California Corporation;
PILLARS RECOVERY, LLC, a California
Limited liability Company; SERENE
BEHAVIORAL HEALTH, LLC, a California
Limited Liability Company and DOES 1
through 100, inclusive,

Defendants.

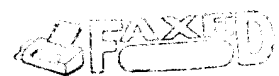
CASE NO.: CIVSB2223551

**FIRST AMENDED CONSOLIDATED
CLASS ACTION AND PAGA
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. VIOLATION OF LABOR CODE § 2802
8. UNFAIR COMPETITION.
9. VIOLATION OF CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2699, et seq.)

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]



1 Ross E. Shanberg (SBN 179842)
2 Shane C. Stafford (SBN 216151)
3 SHANBERG STAFFORD LLP
4 4100 Newport Place Drive, Suite 820
5 Newport Beach, California 92660
6 Telephone: (949) 205-7515
7 Facsimile: (949) 205-7144
8 rshanberg@ssbfirm.com
9 sstafford@ssbfirm.com
10
11 Attorneys for Plaintiff
12 KRYSTLE SANTANA
13 on behalf of herself and all others similarly situated
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COMES NOW Plaintiffs JUNE Y. MORENO and KRYSTLE SANTANA (“Plaintiffs”),
on behalf of themselves and all others similarly situated, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, and a representative action pursuant to Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against INFINITI GROUP LLC (“INFINITI”), a California Limited Liability Company; HOPE BY THE SEA, INC. (“HOPE BY THE SEA”), a California Corporation; HOWER LODGE, INC. (“HOWER”), a California Corporation; PILLARS RECOVERY, LLC (“PILLARS RECOVERY”), a California Limited Liability Company; SERENE BEHAVIORAL HEALTH, LCC (“SERENE BEHAVIORAL”), a California Limited Liability Company and DOES 1 through 100, and any of its respective subsidiaries or affiliated companies within the State of California (and, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

PARTIES

A. Plaintiffs

2. Plaintiff JUNE Y. MORENO is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendant employed Plaintiff JUNE Y. MORENO as a non-exempt employee, with duties that included, but were not limited to, managing accounts payable and accounts receivable. Plaintiff is informed and believes, and based thereon allege that Plaintiff JUNE Y. MORENO worked for Defendants from approximately April of 2022 through approximately October of 2022. Plaintiff SANTANA was, and at all relevant times mentioned herein, has been an individual residing within the State of California. Plaintiff was hired by Defendants as an Associate Marriage and Family Therapist in March 2022. Plaintiff’s job duties included providing individual and group therapy to patients at Defendants’ various locations. She was terminated by Defendant on August 16, 2022.

B. Defendants

3. Plaintiffs are informed and believe and based thereon allege that defendant INFINITI is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Orange, State of California.

1 4. Plaintiffs are informed and believe and based thereon allege that defendant HOPE
2 BY THE SEA is, and at all times relevant hereto was, a corporation organized and existing under
3 and by virtue of the laws of the State of California and doing business in the County of Orange,
4 State of California.

5 5. Plaintiffs are informed and believe and based thereon allege that defendant
6 HOWER is, and at all times relevant hereto was, corporation organized and existing under and by
7 virtue of the laws of the State of California and doing business in the County of Orange, State of
8 California.

9 6. Plaintiffs are informed and believe and based thereon allege that defendant
10 PILLARS RECOVERY is, and at all times relevant hereto was, a limited liability company
11 organized and existing under and by virtue of the laws of the State of California and doing
12 business in the County of Orange, State of California.

13 7. Plaintiffs are informed and believe and based thereon allege that defendant
14 SERENE BEHAVIORAL is, and at all times relevant hereto was, a limited liability company
15 organized and existing under and by virtue of the laws of the State of California and doing
16 business in the County of Orange, State of California.

17 8. The true names and capacities, whether individual, corporate, associate, or
18 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
19 Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure
20 section 474. Plaintiffs are informed and believe and based thereon allege that each of the
21 defendants designated herein as DOE is legally responsible in some manner for the unlawful acts
22 referred to herein. Plaintiffs will seek leave of court to amend this First Amended Consolidated
23 Class Action and PAGA ("FACC") Complaint to reflect the true names and capacities of the
24 defendants designated hereinafter as DOES when such identities become known. Plaintiffs are
25 informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
26 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
27 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
28 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
include, INFITIY, HOPE BY THE SEA, HOWER, PILLARS RECOVERY, SERENE
BEHAVIORAL, and any of their parent, subsidiary, or affiliated companies within the State of
California, as well as DOES 1 through 100 identified herein.

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10. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

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1 or some of them, in violation of California state wage and hour laws as a result of, without limitation,
2 Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and
3 seven consecutive work days in a work week without being properly compensated for hours worked
4 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
5 worked on the seventh consecutive work day in a work week by, among other things, failing to
6 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
detriment of Plaintiff and Class Members.

7 15. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members,
9 or some of them, in violation of California state wage and hour laws as a result of, among other
10 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

11 16. For at least four (4) years prior to the filing of this Action and continuing to the
12 present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them,
13 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
14 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
15 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
for such unprovided meal periods as required by California wage and hour laws.

16 17. For at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or
18 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
19 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
20 California wage and hour laws.

21 18. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
23 full amount of their wages owed to them upon termination and/or resignation as required by Labor
24 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
minimum wages, and premium wages.

25 19. For at least one (1) year prior to the filing of this Action and continuing to the present,
26 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
27 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
28 earned; all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate; and other such information as required by Labor Code section
2 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
3 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

4 20. For at least one (1) year prior to the filing of this action and inuing to the present,
5 Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full
6 amount of their wages for labor performed in a timely fashion as required under Labor Code section
7 204.

8 21. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have, at times, failed to indemnify Plaintiffs and Class Members, or some of
10 them, for the costs incurred in purchasing and/or providing unreturned deposits for mandatory work
11 uniforms; laundering mandatory work uniforms; mileage and/or gas costs incurred in driving
12 personal vehicles for work-related purposes; and using cellular phones and computers for work-
13 related purposes.

14 22. For at least three (3) years prior to the filing of the action and continuing to the
15 present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs and Class
16 Members, or some of them, for uniforms.

17 23. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
18 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
19 404, 510, 512, 1194, 1194.2, 1197, 2802., and California Code of Regulations, Title 8, section
20 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
21 rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related
22 expenses, failure to pay interest on deposits made, other such provisions of California law, and
23 reasonable attorneys' fees and costs.

24 24. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
25 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
26 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
27 appropriate and effective means to prevent further violations, as well as all monies owed but
28 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
restitution of amounts owed.

CLASS ACTION ALLEGATIONS

25 25. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
26 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
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1 and former non-exempt employees of Defendants within the State of California at any time
2 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
3 of the class action is provided to the class (collectively referred to as "Class Members") including
4 therapists, associate therapists, social workers, associate social workers, residential housing
5 managers, detox technicians, health technicians, behavioral health technicians, nurses, drug and
alcohol counselors, case managers, client care managers, and accounting managers.

6 26. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
7 to amend or modify the class description with greater specificity, further divide the defined class
8 into subclasses, and to further specify or limit the issues for which certification is sought.

9 27. This action has been brought and may properly be maintained as a class action under
10 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
of interest in the litigation and the proposed Class is easily ascertainable.

11 **A. Numerosity**

12 28. The potential Class Members as defined are so numerous that joinder of all the
13 members of the Class is impracticable. While the precise number of Class Members has not been
14 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
Members employed by Defendants within the State of California.

15 29. Accounting for employee turnover during the relevant periods necessarily increases
16 this number. Plaintiffs allege Defendants' employment records would provide information as to the
17 number and location of all Class Members. Joinder of all members of the proposed Class is not
18 practicable.

19 **B. Commonality**

20 30. There are questions of law and fact common to Class Members. These common
21 questions include, but are not limited to:

- 22 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
worked at a proper overtime rate of pay?
- 23 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
24 for all other time worked at the employee's regular rate of pay and a rate of pay that
25 is greater than the applicable minimum wage?
- 26 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
27 Class Members to take compliant meal periods?
- 28 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members

with additional wages for missed or interrupted meal periods?

- E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- J. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?
- K. Did Defendants fail to return deposits made by Class Members with accrued interest thereon as required under Labor Code section 404?
- L. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?
- M. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?
- N. Are Class Members entitled to costs and attorneys' fees?
- O. Are Class Members entitled to interest?

C. Typicality

31. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and hour class actions.

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34. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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39. On or around December 29, 2022, Plaintiff Moreno provided written notice pursuant to Labor Code § 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various provisions of the Labor Code, to the LWDA and to Defendants. On or around March 31, 2023, Plaintiff Santana provided written notice pursuant to Labor Code § 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various provisions of the Labor Code, to the LWDA and to Defendants.

40. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the postmarked date of the herein-described notices sent by Plaintiffs to the LWDA and Defendants.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

41. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

42. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

43. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

44. At all times relevant to this Complaint, Labor Code § 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

45. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

46. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

47. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

48. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

49. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

50. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

51. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

52. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

53. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

54. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

55. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

56. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

58. For four (4) years prior to the filing of the Complaint, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

59. By their failure to provide Plaintiffs and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

60. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

61. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

63. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

64. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

66. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

67. By their failure to authorize and permit Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

68. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

69. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus

1 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
2 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

3 **FIFTH CAUSE OF ACTION**

4 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

5 70. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 71. At all relevant times, Plaintiffs and Class Members were employees or former
8 employees of Defendants covered by Labor Code § 201, 202 and 203, and applicable Wage Orders.

9 72. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
10 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
11 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
12 discharge immediately upon termination. Class Members who resigned were entitled to payment
13 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
14 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
15 unpaid at the time of resignation.

16 73. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
17 years before the filing of the Complaint in this Action through the present, Defendants, due to the
18 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
19 Members all wages earned prior to resignation or termination in accordance with Labor Code
20 sections 201 or 202.

21 74. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and
22 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs
24 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
25 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
27 or resignation.

28 75. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
waiting time penalties from the date their earned and unpaid wages were due, upon termination or
resignation, until paid, up to a maximum of thirty (30) days.

76. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned

1 prior to termination or resignation.

2 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
3 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
4 waiting time penalties, interest, and their costs of suit, as well.

5 **SIXTH CAUSE OF ACTION**

6 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

7 78. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
8 preceding paragraphs as though fully set forth hereat.

9 79. At all relevant times, Plaintiffs and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

11 80. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
12 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
13 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
14 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
16 employer, among other things.

17 81. Plaintiffs are informed and believe, and based thereon alleges, that in the one (1) year
18 before the filing of the Complaint in this Action through the present, Defendants failed to comply
19 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
20 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
21 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
24 other things.

25 82. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
27 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
28 provided wage statements that Defendants knew were not accurate.

83. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
suffered injury. The absence of accurate information on Class Members' wage statements has
delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
mathematical computations to determine the wages owed; causes difficulty and expense in

1 attempting to reconstruct time and pay records; and led to submission of inaccurate information
2 about wages and amounts deducted from wages to state and federal governmental agencies.

3 84. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
4 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
5 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
6 pay period, not to exceed an aggregate \$4,000.00 per employee.

7 85. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
8 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
9 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
10 attorneys' fees, and costs of suit.

11 **SEVENTH CAUSE OF ACTION**

12 **(Violation of Labor Code § 2802 – Against All Defendants)**

13 86. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
14 preceding paragraphs as though fully set forth hereat.

15 87. At all relevant times, Plaintiffs and Class Members were employees or former
16 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

17 88. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
18 his or her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties . . .”

20 89. For three (3) years prior to the filing of the Complaint to the present, Defendants
21 required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures
22 or losses in direct consequence of the discharge of their duties or at the obedience to the directions
23 of Defendants that included, without limitation: purchasing and/or providing unreturned deposits
24 for mandatory work uniforms; laundering mandatory work uniforms; mileage and/or gas costs
25 incurred in driving personal vehicles for work-related purposes; using cellular phones and
26 computers for work-related purposes; and purchasing tools necessary to perform work duties.

27 90. During that time period, Plaintiffs are informed and believe, and based thereon allege
28 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs sand
Class Members for those losses and/or expenditures.

91. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
herein-described losses and/or expenditures.

92. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

93. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

94. Plaintiffs are informed and believe, and based thereon allege that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

95. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class Members have suffered injury in fact and lost money or property.

96. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

97. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

NINTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 2699 et seq.,
the Private Attorney General Act)**

98. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 99. Plaintiffs are aggrieved employees as defined in Labor Code § 2699(c) and related
2 Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves and all other
3 aggrieved current and former employees affected by the labor law violations alleged herein.

4 100. Defendants committed numerous violations of the California Labor Code and IWC
5 Wage Orders against the Plaintiffs, and on information and belief, other aggrieved current and
6 former employees while they were employed by Defendants, including but not limited to:

7 a. Defendants violated Labor Code §§ 510, 1194 and/or applicable wage orders
8 by failing to pay Plaintiffs and all other aggrieved current and former employees all overtime wages
9 owed in compliance with California law;

10 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or applicable
11 wage orders by failing to pay Plaintiffs and all other aggrieved current and former employees for a
12 missed meal or rest period at the regular rate of pay;

13 c. Defendants violated Labor Code §§ 1194, 1197 and/or applicable wage
14 orders by failing to pay Plaintiffs and all other aggrieved current and former employees all minimum
15 wages owed in compliance with California law;

16 d. Defendants violated Labor Code § 226.7, 512, and /or applicable wage orders
17 by failing to provide Plaintiffs and all other aggrieved current and former employees the opportunity
18 to take the requisite meal periods in compliance with California law;

19 e. Defendants violated Labor Code § 226.7 and/or applicable wage orders by
20 failing to authorize and permit Plaintiffs and all other aggrieved current and former employees the
21 opportunity to take the requisite rest periods in compliance with California law;

22 f. Defendants violated Labor Code §§ 226, 1174 and/or applicable wage orders
23 by failing to properly maintain and/or submit accurate itemized wage statements on behalf of
24 Plaintiffs and all other aggrieved current and former employees as described herein;

25 g. Defendants violated Labor Code §§ 201, 202 and/or applicable wage orders
26 by failing to timely pay Plaintiffs and all other aggrieved current and former employees, as
27 described herein;

28 h. Defendants violated Labor Code § 2802 and/or applicable wage orders by
failing to indemnify or reimburse Plaintiffs and all other aggrieved current and former employees
for expenditures incurred in carrying out their duties for Defendant.

 101. Pursuant to Labor Code § 2699, Plaintiffs and all other aggrieved current and
former employees seek to recover civil penalties, as otherwise provided by statute and wage order,

1 for which Defendants are liable as a result of their violations of the California Labor Code and
2 applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not
3 limited to, those provided by Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1 and 2699. Plaintiffs
4 and aggrieved current and former employees further seek and award of reasonable attorneys' fees
5 and costs pursuant to Labor Code § 2699, et seq.

6 **PRAYER**

7 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
8 against Defendants as follows:

- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum overtime wages
13 under Labor Code sections 510, 1194, 1197 and 1199 and ;
- 14 D. Liquidated damages pursuant to Labor Code sections and 1194.2;
- 15 E. Damages for unpaid premium wages from missed meal and rest periods under,
16 among other Labor Code sections, 512, and 226.7;
- 17 F. Penalties for inaccurate wage statements under Labor Code sections 226,
18 subdivision (e);
- 19 G. Waiting time penalties under Labor Code sections 203;
- 20 I. Damages under Labor Code sections 2802;
- 21 J. Damages under Labor Code section 404;
- 22 K. Preliminary and permanent injunctions prohibiting Defendants from further
23 violating the California Labor Code and requiring the establishment of appropriate
24 and effective means to prevent future violations;
- 25 L. Restitution of wages and benefits due which were acquired by means of any unfair
26 business practice, according to proof;
- 27 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 28 N. For attorneys' fees in prosecuting this action;
- O. For costs of suit incurred herein;
- P. That the Court declare, adjudge and decree that Defendant violated California
Private Attorneys General Act, Labor Code § 2699 et seq and order the imposition of civil

1 penalties; and

2 Q. For such other and further relief as the Court deems just and proper.

3
4 Dated: September 19, 2023

BIBIYAN LAW GROUP, P.C.

5
6 By: /s/Vedang J. Patel/s/
7 DAVID D. BIBIYAN
8 JEFFREY KLEIN
9 VEDANG PATEL
10 Attorneys for Plaintiff
11 JUNE MORENO, on behalf of
12 herself and all others similarly situated

13
14 Dated: September 19, 2023

SHANBERG STAFFORD LLP

15 By: /s/Ross E. Shanberg/s/
16 ROSS E. SHANBERG
17 SHANE C. STAFFORD
18 Attorneys for Plaintiff
19 KRYSTLE SANTANA, on behalf of
20 herself and all others similarly situated
21
22
23
24
25
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28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a Trial
3 by Jury for all triable issues.

4
5 Dated: September 19, 2023

BIBIYAN LAW GROUP, P.C.

6 By: /s/Vedang J. Patel/s/
7 DAVID D. BIBIYAN
8 JEFFREY KLEIN
9 VEDANG PATEL
10 Attorneys for Plaintiff
11 JUNE MORENO, on behalf of
12 herself and all others similarly situated

13
14 Dated: September 19, 2023

SHANBERG STAFFORD LLP

15 By: /s/Ross E. Shanberg/s/
16 ROSS E. SHANBERG
17 SHANE C. STAFFORD
18 Attorneys for Plaintiff
19 KRYSTLE SANTANA, on behalf of
20 herself and all others similarly situated
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PROOF OF SERVICE - C.C.P. §§ 1013A, 2015.5
STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 4100 Newport Place Dr. Suite 820, Newport Beach, California 92660.

On September 19, 2023, I served true copies of the foregoing document described as:
FIRST AMENDED CONSOLIDATED CLASS ACTION AND PAGA COMPLAINT on the interested parties in this action as follows:

Attorneys for Defendant Infiniti Group LLC

Scott Kron
Anne L. Card
KRON & CARD LLP
29122 Rancho Viejo Road, Suite 110
San Juan Capistrano, CA 92675
scott@kronandcard.com
anne@kronandcard.com

Attorneys for Plaintiff June Moreno

David D. Bibiyan
Jeffrey D. Klein
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90211
david@tomorrowlaw.com
jeff@tomorrowlaw.com
vedang@tomorrowlaw.com

(X) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 19, 2023, at Newport Beach, California.



Jordan Carter

Exhibit 4

Selection Criteria

Slip Slip Type Time
Clie.Selection Include: Santana v. Infiniti Group LLC

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
46460	TIME	Paralegal	1.60	250.00	400.00
3/23/2023		Interview	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Initial telephone interview with client; preparation of intake summary for attorney review; exchange emails with client re supporting documents			0.00		
46474	TIME	RES	2.20	850.00	1870.00
3/27/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and analyze intake and client documents re case analysis;			0.00		
47214	TIME	RES	2.20	850.00	1870.00
3/27/2023		Telephone call	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Telephone call with client re potential wage and hour class action; further review and analysis of client employment docs			0.00		
46462	TIME	Paralegal	0.30	250.00	75.00
3/28/2023		Preparation	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Preparation of retainer agreement and duties of a class representative			0.00		
46463	TIME	Paralegal	3.60	250.00	900.00
3/29/2023		Draft	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Draft class action complaint, summons, civil case cover sheet, and 17200 Questionnaire			0.00		
46476	TIME	RES	2.60	850.00	2210.00
3/30/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review draft Complaint; prepare revisions to same; review case filing docs			0.00		

10/20/2023
9:35 AM

Shanberg Stafford LLP
Slip Listing - chron order

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
46464	TIME	Paralegal	250.00	550.00
3/31/2023	Draft	2.20	T@2	
WIP	Santana v. Infiniti Group	0.00		
Draft LWDA letter and upload to LWDA website; prepare service copies for 5 defendants		0.00		
46475	TIME	RES	850.00	680.00
4/3/2023	Review	0.80	C@1	
WIP	Santana v. Infiniti Group	0.00		
Review and analyze related case and potential overlap; prepare emails re same; prepare email to OPC Scott Kron re new case filing		0.00		
46477	TIME	RES	850.00	680.00
4/5/2023	Phone Opp Atty	0.80	C@1	
WIP	Santana v. Infiniti Group	0.00		
Telephone call with opposing Attorney Scott Kron re new case filing and possible early mediation; discuss D. Bibiyan case and potential overlap		0.00		
46486	TIME	SCS	850.00	255.00
4/10/2023	Review	0.30	C@1	
WIP	Santana v. Infiniti Group	0.00		
Review corr re possible mediators		0.00		
46487	TIME	SCS	850.00	170.00
4/10/2023	Review	0.20	C@1	
WIP	Santana v. Infiniti Group	0.00		
Review court returned documents and assignment.		0.00		
46501	TIME	SCS	850.00	680.00
4/12/2023	Review	0.80	C@1	
WIP	Santana v. Infiniti Group	0.00		
Review and analyze numerous corr from OPC re possible mediation; review corr re other litigation.		0.00		
46528	TIME	RES	850.00	510.00
4/13/2023	Phone client	0.60	C@1	
WIP	Santana v. Infiniti Group	0.00		
Phone call with counsel in related case, D. Bibiyan re attempt at fee share for related cases		0.00		
46509	TIME	RES	850.00	1020.00
4/18/2023	Review	1.20	C@1	
WIP	Santana v. Infiniti Group	0.00		
Review and exchange emails with OPC re case handling and mediation; phone call with OPC re same; begin preparation of mediation data demand		0.00		

10/20/2023
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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
46511	TIME	RES	0.60	850.00	510.00
4/18/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Further preparation of mediation data demand; prepare email to OPC re same			0.00		
46526	TIME	SCS	0.20	850.00	170.00
4/20/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review email from counsel in related case D Bibiyan re further case handling			0.00		
46527	TIME	RES	0.20	850.00	170.00
4/20/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with OPC re mediation scheduling			0.00		
46572	TIME	SCS	1.10	850.00	935.00
5/1/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review file to prepare for mediation analysis.			0.00		
46571	TIME	SCS	0.40	850.00	340.00
5/2/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review proposed JPA.			0.00		
46639	TIME	RES	1.90	850.00	1615.00
5/22/2023		Phone Opp Atty	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Telephone call with opposing Attorney Anne Card re mediation and exemption defense; conduct legal research re same; prepare response email to OPC re authority supporting non-exemption			0.00		
46669	TIME	SCS	0.60	850.00	510.00
6/5/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review docs from court, review file			0.00		
46689	TIME	RES	1.10	850.00	935.00
6/7/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of Amended Complaint adding Page cause of action			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
46697	TIME	SCS	0.30	850.00	255.00
6/12/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr with OPC re settlement discussions.			0.00		
46708	TIME	RES	2.70	850.00	2295.00
6/13/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and further analysis of client exemption issues in preparation for pre-mediation call with OPC; conduct further legal research re IWC Wage Order 5 and case law interpreting professional exemption; phone call with OPC re same and upcoming mediation			0.00		
46722	TIME	RES	1.20	850.00	1020.00
6/16/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation for pre-mediation call with mediator Michael Loeb and OPC			0.00		
46721	TIME	RES	1.30	850.00	1105.00
6/19/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Mediation call with mediator and OPC; exchange emails with mediator post-call re need for further phone call; exchange emails with OPC re request for sampling of time records and random sample process			0.00		
46763	TIME	SCS	2.10	850.00	1785.00
6/23/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of mediation brief; review file for same.			0.00		
46751	TIME	RES	2.30	850.00	1955.00
6/26/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review employee mediation data list provided by Defense counsel; prepare lengthy email to OPC re claim of similarly situated vs. non similarly situated employees. Research class cert and PAGA cases and identify same to OPC			0.00		
46754	TIME	RES	0.90	850.00	765.00
6/27/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange several emails with OPC and			0.00		

10/20/2023
9:35 AM

Shanberg Stafford LLP
Slip Listing - chron order

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
mediator re brief deadlines and issue with mediation data production; phone call with OPC re same					
46755	TIME	RES	0.50	850.00	425.00
6/28/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with co counsel for Moreno re strategy call for mediation; call with Moreno counsel re same			0.00		
46764	TIME	SCS	2.40	850.00	2040.00
6/28/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of mediation brief; review file for same.			0.00		
46758	TIME	RES	3.40	850.00	2890.00
6/29/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review emails from OPC enclosing mediation data, including time and payroll records for employee sample; begin review and analysis of records in preparation for mediation			0.00		
46765	TIME	SCS	1.80	850.00	1530.00
7/5/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of mediation brief; review file for same.			0.00		
46769	TIME	RES	3.80	850.00	3230.00
7/5/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and further analyze time and payroll data in preparation for mediation; review expert's initial damage model; conference re same; review draft mediation brief prepared by SCS; prepare revisions to same;			0.00		
46770	TIME	SCS	0.80	850.00	680.00
7/5/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and analyze damage models.			0.00		
46771	TIME	RES	1.70	850.00	1445.00
7/5/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Further and final preparation of mediation brief			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
46787	TIME	SCS	1.10	850.00	935.00
7/5/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review numerous corr and documents from OPC.			0.00		
46772	TIME	RES	3.50	850.00	2975.00
7/6/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review Def.'s voluminous mediation brief; exchange emails with OPC re additional policy docs, including on duty meal period agreements; exchange emails with counsel for Moreno re mediation and edits to brief			0.00		
46773	TIME	RES	2.20	850.00	1870.00
7/6/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation for mediation			0.00		
46805	TIME	RES	6.10	850.00	5185.00
7/7/2023		Mediation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Attend Mediation via Zoom			0.00		
46811	TIME	SCS	1.20	850.00	1020.00
7/10/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review wage orders and exemptions.			0.00		
46813	TIME	RES	4.20	850.00	3570.00
7/10/2023		Telephone call	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Telephone call with OPC Kron and Card re settlement and factual/legal issues; phone conference with mediator re same; review on duty meal/rest cases and related case law re meal/rest claims; prepare lengthy email to OPC supporting position for settlement purposes			0.00		
46826	TIME	SCS	1.20	850.00	1020.00
7/10/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review exemptions and wage orders re rest/meal claims; conference with RES re settlement talks and strategy.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
46852	TIME	RES	1.20	850.00	1020.00
7/11/2023		Telephone call	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Telephone call with mediator re settlement; prepare email to co counsel re new terms; phone conference with client re same			0.00		
46864	TIME	RES	1.00	850.00	850.00
7/19/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of email to OPC re request for update on MOU; Review revised MOU from Def; Prepare further revisions to MOU and email OPC with changes			0.00		
46877	TIME	SCS	0.40	850.00	340.00
7/19/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr re settlement.			0.00		
46878	TIME	SCS	0.80	850.00	680.00
7/19/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review MOU, being preparation of long form SA.			0.00		
46873	TIME	RES	1.10	850.00	935.00
7/21/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with OPC re additional settlement terms; final preparation of MOU; conference with client re same			0.00		
46879	TIME	SCS	0.30	850.00	255.00
7/21/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr from OPC.			0.00		
46883	TIME	RES	1.10	850.00	935.00
7/24/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of stipulation to continue Status Conference and PO re same; prepare email to OPC and co counsel re same			0.00		
46884	TIME	RES	0.40	850.00	340.00
7/24/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with client re MOU			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
terms and signing same; prepare email to OPC and co counsel re signing MOU					
46898	TIME	RES	1.20	850.00	1020.00
7/26/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with client (prior) re signing MOU; review and exchange emails with co counsel for Moreno re failure to respond to emails and provide signed MOU; exchange further emails with D. Bibiyan re failure to comply with JPA and further case handling			0.00		
46932	TIME	SCS	2.80	850.00	2380.00
7/28/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of Joint Slip re Settlement, class notice, and associated documents.			0.00		
46933	TIME	SCS	4.90	850.00	4165.00
7/31/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of Joint Slip re Settlement, class notice, and associated documents.			0.00		
46934	TIME	SCS	0.30	850.00	255.00
8/1/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr with co counsel re status of settlement provisions.			0.00		
46940	TIME	RES	3.40	850.00	2890.00
8/1/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review draft long form SA prepared by SCS; prepare revisions to same; exchange several emails with co counsel Bibiyan re same; exchange emails with potential claims administrators re estimates for settlement admin			0.00		
46946	TIME	SCS	0.40	850.00	340.00
8/1/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr to OPC.			0.00		
46964	TIME	SCS	0.80	850.00	680.00
8/10/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Review proposed revisions to joint stip for settlement and class notice; conference with RES re same.			0.00		
46970	TIME	SCS	0.40	850.00	340.00
8/10/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review proposed revisions to settlement documents; review corr to OPC re same.			0.00		
46966	TIME	RES	2.10	850.00	1785.00
8/11/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with co counsel for Moreno re redline revisions to Joint Stip and class notice; Review and exchange emails with OPC re same; review revised class notice and joint stip; exchange emails with potential settlement administrators (prior) re settlement admin quote; review and analyze quotes for settlement			0.00		
46974	TIME	RES	1.90	850.00	1615.00
8/11/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review further redline revisions to SA from Def counsel; prepare further revisions via third draft of SA; exchange emails with OPC Kron re same			0.00		
46986	TIME	SCS	0.70	850.00	595.00
8/11/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review proposed revisions to settlement documents.			0.00		
46975	TIME	RES	0.80	850.00	680.00
8/14/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of final revisions to SA; prepare for circulation to all parties and client			0.00		
46985	TIME	SCS	0.30	850.00	255.00
8/14/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review corr re case.			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
47019	TIME	SCS	2.10	850.00	1785.00
8/21/2023		Preparation	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Preparation of FACC for settlement purposes.			0.00		
47020	TIME	SCS	3.10	250.00	775.00
8/22/2023		Review	0.00	C@2	
WIP		Santana v. Infiniti Group	0.00		
review and revise FACC for settlement purposes.			0.00		
47024	TIME	RES	0.70	850.00	595.00
8/23/2023		Conference	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Conference with SCS re preparation of FACC; review and revise PAGA allegations; prepare email to all counsel re redline FACC and further handling re settlement			0.00		
47046	TIME	RES	0.30	850.00	255.00
8/25/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review and exchange emails with OPC re approval of FACC			0.00		
47047	TIME	RES	1.20	850.00	1020.00
8/29/2023		Preparation	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Preparation of Joint Stip re filing FACC; prepare email to OPC and Moreno counsel re same			0.00		
47106	TIME	RES	1.00	850.00	850.00
9/18/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review and follow up issues on obtaining order re filing FACC; review signed order; prepare final draft of FACC; prepare email to all counsel re same and filing			0.00		
47198	TIME	RES	2.30	850.00	1955.00
10/12/2023		Review	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Review draft MPA; prepare revisions to same; exchange email communications with Moreno counsel re same and further MPA docs; begin preparation of RES dec ISO MPA			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
47200	TIME	Paralegal	2.50	250.00	625.00
10/12/2023		Draft	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Draft Decl RES ISO MPA			0.00		
47208	TIME	SCS	0.20	850.00	170.00
10/13/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review corr with co counsel.			0.00		
47212	TIME	RES	3.30	850.00	2805.00
10/16/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Further preparation of P's and A's, and declarations in support of motion for preliminary approval of class action settlement			0.00		
47216	TIME	SCS	2.10	850.00	1785.00
10/16/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review draft MPA and supporting documents; begin revisions to same.			0.00		
47213	TIME	RES	2.10	850.00	1785.00
10/17/2023		Preparation	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Preparation of client dec ISO motion for settlement approval; exchange emails with client re same; exchange emails with OPC re status of MPA and hearing date			0.00		
47217	TIME	SCS	2.30	850.00	1955.00
10/17/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review MPA and preparation of further revisions; review declarations and prepare revisions to same.			0.00		
47215	TIME	RES	1.30	850.00	1105.00
10/18/2023		Conference	0.00	C@1	
WIP		Santana v. Infiniti Group	0.00		
Conference with SCS re finalizing MPA; exchange emails with co-counsel VJP re same and final declarations; exchange emails with Jonathan Paul from XPand Legal; review draft dec and prepare for filing with MPA			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
47218	TIME	SCS	1.10	850.00	935.00
10/18/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review further revisions to MPA; prepare revisions and review exhibits.			0.00		
47219	TIME	SCS	3.40	850.00	2890.00
10/19/2023		Preparation	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Preparation of final drafts of MPA and supporting documents, including declarations with numerous exhibits.			0.00		
47220	TIME	SCS	2.40	850.00	2040.00
10/20/2023		Review	0.00	T@2	
WIP		Santana v. Infiniti Group	0.00		
Review and finalize MPA and supporting documents.			0.00		
Grand Total					
		Billable	127.90		100735.00
		Unbillable	0.00		0.00
		Total	127.90		100735.00

Exhibit 5

Selection Criteria

Slip Slip Type Expense
Clie.Selection Include: Santana v. Infiniti Group LLC

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
46459 3/31/2023 WIP PAGA Notice Filing Fees	EXP	JC Filing Fees Santana v. Infiniti Group	1	75.00	75.00
46465 3/31/2023 WIP LWDA notice sent to 5 Defendants via certified mail	EXP	JC Postage Santana v. Infiniti Group	1	40.50	40.50
46466 4/3/2023 WIP Case initiating documents Filing Fees	EXP	JC Filing Fees Santana v. Infiniti Group	1	1492.98	1492.98
46485 4/10/2023 WIP Notice and acknowledgement of receipt Filing Fees	EXP	JC Filing Fees Santana v. Infiniti Group	1	15.65	15.65
46557 4/28/2023 WIP Mediation deposit	EXP	JC Mediation Santana v. Infiniti Group	1	7975.00	7975.00
46667 6/5/2023 WIP JAMS Mediation Initial Non-Refundable Fee	EXP	JC Mediation Santana v. Infiniti Group	1	475.00	475.00
46711 6/14/2023 WIP First Amended Complaint Filing Fees	EXP	JC Filing Fees Santana v. Infiniti Group	1	15.65	15.65

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
47131	EXP	JC	1	113.25	113.25
9/21/2023		Filing Fees			
WIP		Santana v. Infiniti Group			
First Amended Consolidated Complaint Filing Fees					
Grand Total					
			0.00		10203.03
			0.00		0.00
			0.00		10203.03