

Emil Davtyan, Esq. (#299363)
Gregg Lander, Esq. (#194018)
Vanessa M. Ruggles, Esq. (#254031)
D.LAW, INC.
1635 Pontius Avenue, Floor 2
Los Angeles, CA 90025-3361
Tel.: (424) 320-6420 / Fax: (424) 320-6454
Emails: Emil@d.law
Gregg@d.law
Vanessa@d.law

Attorneys for Plaintiff ARTURO CUADRAS,
on behalf of the State of California and all other
similarly situated aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ARTURO CUADRAS, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

LOS ANGELES REHABILITATION &
WELLNESS CENTRE, LP d/b/a "Country
Villa Rehabilitation Center," a California
limited partnership; and DOES 1 to 10,
inclusive,

Defendants.

PAGA-ONLY ACTION

Case No. 23STCV09959

**DECLARATION OF GREGG LANDER
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Honorable Michael Small
Department 57

Hearing: December 7, 2023
Time: 8:30 a.m.
Reservation No.: 187914277887

Action filed: May 4, 2023
Trial date: None Set

DECLARATION OF GREGG LANDER

I, Gregg Lander, declare:

1. I am an attorney in good standing duly admitted to the State Bar of California and an attorney of record for Plaintiff Arturo Cuadras in this action. I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them.

2. Defendant employed Plaintiff Cuadras as a licensed vocational nurse in 2022. Plaintiff alleges that, during Plaintiff's employment, Defendant violated several provisions of the Labor Code, including sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1194, 1197,

1 1197.1, and 2802.

2 3. On February 28, 2023, Plaintiff submitted a Notice of Labor Code Violations to
3 the Labor and Workforce Development Agency (LWDA) describing the following alleged
4 violations of the California Labor Code and applicable Industrial Welfare Commission Wage
5 Order: (1) Failure to Pay All Wages; (2) Failure to Pay All Overtime Wages at the Legal
6 Overtime Pay Rate; (3) Failure to Provide All Meal Periods; (4) Failure to Authorize and Permit
7 All Paid Rest Periods; (5) Failure to Pay Premium Wages at the Legal Pay Rate; (6) Failure to
8 Reimburse for All Business Expenses; (7) Derivative Failure to Timely Furnish Accurate
9 Itemized Wage Statements; (8) Derivative Violations of Labor Code §§ 201-202; and (9)
10 Independent Violations of Labor Code §§ 201-202. On May 4, 2023, Plaintiff filed his
11 complaint. On May 4, 2023, Plaintiff filed his complaint.

12 4. Throughout the litigation, Defendant denied, and continues to deny, any
13 wrongdoing in regard to the alleged violations. The parties agreed to mediate, and Defendant
14 provided the time and payroll records for Plaintiff and a sampling of 141 Aggrieved Employees
15 as well as all applicable policies and procedures. The parties jointly engaged an expert data
16 analyst to review Defendant's data and to prepare the damage analysis.

17 5. On October 2, 2023, the parties attended a private mediation before Hon. Carl J.
18 West (Ret.). The parties agreed to avoid further litigation and to settle and resolve the action,
19 executing the PAGA Settlement and Release ("Settlement Agreement"). Attached hereto as
20 **Exhibit 1** is a true and correct copy of the executed Settlement Agreement. Counsel for Plaintiff
21 and the aggrieved employees have concluded that the Settlement reflected herein is fair,
22 reasonable, and in the best interests of the aggrieved employees and respectfully request that the
23 Settlement be approved by the Court.

24 6. Based upon the alleged Labor Code violations, Plaintiff believes the total
25 *maximum* exposure for the PAGA penalties is approximately \$4,166,800. Without stacking
26 penalties,¹ the total maximum exposure is approximately \$822,700.

27
28 ¹ "Stacking" penalties occurs when a civil penalty is recovered for each violation within a single
pay period. The availability of stacking in a PAGA settlement is unclear because Labor Code

1 7. The Gross Settlement Amount of \$325,000 is a fair and reasonable settlement.
2 This settlement results in a per pay period amount of approximately \$39.50. The average
3 Aggrieved Employee will receive about \$128.

4 8. Defendant adamantly disputes both the underlying liability and the calculation of
5 potential penalties. Moreover, Plaintiff anticipates that Defendant would argue that the Court
6 should exercise its discretion to significantly reduce any penalties awarded should Defendant be
7 found liable. Labor Code section 2699(e)(2) also gives a trial court broad discretion to reduce
8 PAGA penalties: “[A] court may award a lesser amount than the maximum civil penalty amount
9 specified by this part if, based on the facts and circumstances of the particular case, to do
10 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Case
11 law supports a trial court’s discretion in downgrading penalties based on these factors. (See
12 *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135-1136.) This
13 discretion warrants a heavy discount, in that even if Plaintiff were successful and could prove the
14 violations, there is a high likelihood that the Court would not grant the full value of the PAGA
15 penalties.

16 9. The bargaining between experienced counsel for the Class and Defendant was
17 informed, adversarial, and at arms-length. Such bargaining is obviously the best measure of the
18 market for attorneys’ fees in the highly specialized legal arena of wage and hour class action
19 litigation. The requested fee award was bargained for during mediation and as part of adversarial
20 negotiations between experienced adverse counsel.

21 10. The current lodestar cross-check would use a multiplier of only 1.15 to reach the
22 equivalent of the percentage. The contemporaneous billing records for Plaintiff’s Counsel
23 evidence that Counsel’s lodestar is \$94,375.00. Attached hereto as **Exhibit 3** is a true and correct
24 copy of those billing records. Counsel has spent approximately 136 hours litigating and settling
25 this case, which does not include additional time for attending the settlement approval hearing
26 and overseeing the distribution of settlement funds.

27
28 section 2699, subdivision (f) references “a” penalty for “a” violation, while subdivision (g)
references “the” civil penalty on behalf of employees against whom “one or more of the alleged
violations.”

11. Class Counsel requests an hourly rate of \$750 for Gregg Lander and \$650 for Vanessa M. Ruggles. Class Counsel's skill and experience support the hourly rates requested. These rates are in line with those approved in wage and hour class action litigation in California and have been approved by numerous California state and federal courts.

12. Plaintiff's Counsel competently represented the Aggrieved Employees, dealt with complex issues, obtained excellent results, and took significant risk to seek compensation for the State and Aggrieved Employees. When these factors are considered, any downward adjustment under the lodestar method can be regulated by using a multiplier to reach the percentage amount requested.

13. Counsel requests reimbursement for actually-incurred litigation expenses and costs in the amount of \$12,876.07 based on Plaintiff's Counsel's costs. This requested award is less than the amount provided for in the Agreement. These litigation expenses include the expenses incurred for filing fees, mediation fees, and expert fees, all of which are costs normally billed to and paid by the client. Attached hereto as **Exhibit 4** is a true and correct copy of litigation expenses and costs.

14. As required by Labor Code section 2699(1)(2), Plaintiff has submitted the proposed settlement documents to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of confirmation of this submission.

I declare under penalty of perjury under the laws of the State of California that the above facts are true and correct.

Executed November 13, 2023, in Los Angeles, California.


Gregg Lander

EXHIBIT 1

Emil Davtyan, Esq. (#299363)
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Attorneys for Plaintiff ARTURO CUADRAS,
on behalf of the State of California and all other
similarly situated aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ARTURO CUADRAS, on behalf of himself and all others similarly situated,	)	<u>PAGA-ONLY ACTION</u>
	)	Case No. 23STCV09959
Plaintiffs,	)	
	)	<u>PAGA SETTLEMENT AGREEMENT</u>
v.	)	<u>AND RELEASE</u>
	)	
LOS ANGELES REHABILITATION & WELLNESS CENTRE, LP d/b/a "Country Villa Rehabilitation Center," a California limited partnership; and DOES 1 to 10, inclusive,	)	Honorable Michael Small Department 57
	)	Action filed: May 4, 2023
	)	Trial date: None Set
Defendants.	)	
_____	)	

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release ("Agreement") is entered into between Plaintiff Arturo Cuadras ("Plaintiff") and Defendant Los Angeles Rehabilitation & Wellness Centre, LP, dba "Country Villa Rehabilitation Center" ("Defendant"). Plaintiff and Defendant are jointly referred to as "the parties."

BACKGROUND

On February 28, 2023, Plaintiff provided a written notice by online filing to the Labor Workforce Development Agency ("LWDA"), with a copy by certified mail to Defendant, notifying the LWDA that Plaintiff intended to pursue a claim against Defendant under the Labor Code Private Attorneys General Act of 2004 ("PAGA") based on Defendant's alleged failure to: (1) pay all wages;

(2) pay all overtime wages at the legal overtime pay rate; (3) provide all meal periods and pay all meal period premiums owed; (4) authorize and permit all paid rest periods and pay all rest period premiums owed; (5) pay premium wages at the legal pay rate; (6) reimburse for all business expenses; (7) derivatively timely furnish accurate itemized wage statements; (8) derivatively timely pay wages owed upon termination; and (9) independently timely pay wages owed upon termination. The LWDA did not respond to this letter or otherwise indicate that it intended to investigate Plaintiff's allegations.

On May 4, 2023, Plaintiff filed the instant lawsuit in Los Angeles County Superior Court (the "Action"), which alleged a claim for civil penalties under PAGA as a result of Defendant's alleged failure to: (1) pay all wages; (2) pay all overtime wages at the legal overtime pay rate; (3) provide all meal periods and pay all meal period premiums owed; (4) authorize and permit all paid rest periods and pay all rest period premiums owed; (5) pay premium wages at the legal pay rate; (6) reimburse for all business expenses; (7) derivatively timely furnish accurate itemized wage statements; (8) derivatively timely pay wages owed upon termination; and (9) independently timely pay wages owed upon termination. Plaintiff sought civil penalties for these alleged violations of the California Labor Code on behalf of hourly-paid non-exempt employees who worked for Defendant in the State of California since February 28, 2022.

The parties agreed to pursue mediation before the Honorable Carl J. West (Ret.) of JAMS. The mediation occurred on October 2, 2023. As a result of mediation and arm's-length negotiations, the parties reached this Agreement.

Plaintiff and his counsel believe this settlement is fair, reasonable, adequate, and in the best interests of the alleged aggrieved employees and the State of California.

DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement will also be effective.

1. "Action" is *Arturo Cuadras v. Los Angeles Rehabilitation & Wellness Centre, LP dba "Country Villa Rehabilitation Center,"* Los Angeles County Superior Court, Case No. 23STCV09959.

2. "Employee Amount" shall mean twenty-five percent (25%) of the Net Settlement Amount, which is to be paid to the Aggrieved Employees as described herein.

3. "Aggrieved Employees" are all non-exempt employees who worked for Defendant in the State of California during the PAGA Recovery Period, as identified in Defendant's personnel database. Defendant's personnel database indicates that there are approximately 350 Aggrieved Employees.

4. "Court" is the Los Angeles County Superior Court.

5. "Defendant" is Los Angeles Rehabilitation & Wellness Centre, LP, dba "Country Villa Rehabilitation Center."

6. "Effective Date" means the 30th day following entry of Judgment.

7. "Judgment" is the order and judgment approving the Settlement in the Action.

8. "LWDA" means the California Labor Workforce Development Agency.

9. "LWDA Payment" means a payment to the LWDA in an amount equal to 75% of the Net Settlement Amount.

10. "Net Settlement Amount" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award and Individual Settlement Payment, and the Settlement Administrator Costs. The Net Settlement Amount is comprised of the LWDA Payment and the Employee Amount. The Net Settlement Amount shall be allocated 75% to the LWDA Payment. The remaining 25% of the Net Settlement Amount shall be allocated to the Employee Payment.

11. "PAGA Recovery Period" is the period from February 28, 2022, to October 2, 2023.

12. "Pay Periods" means, for any particular Employee, the number of pay periods during which they worked six (6) or more days for Defendant during the PAGA Recovery Period, as identified in Defendant's business and payroll records.

13. "Plaintiff's Counsel" is D.Law, Inc.

14. "Service Award and Individual Settlement Payment" is an award to Plaintiff, as approved by the Court, in consideration for Plaintiff releasing his non-PAGA claims that could be pursued in arbitration and for his time and effort in prosecuting the Action on behalf of Aggrieved Employees.

15. "Settlement" is the settlement on the terms set forth in this Agreement.

///

the Settlement Administrator (“Settlement Administrator Costs”).

20. Approval Procedure.

a. California Labor Code § 2699(l) requires that the Court review and approve any penalties sought as part of a proposed settlement agreement under PAGA. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval. Plaintiff will seek approval of the Settlement in the Los Angeles County Superior Court under Labor Code § 2699.

b. Concurrent with the filing of the motion for settlement approval:

i. Plaintiff will serve a copy of this Agreement and Plaintiff’s motion for settlement approval on the LWDA under Labor Code § 2699(l)(2).

ii. Plaintiff will file a motion for an award of Attorneys’ Fees of not more than 33.33% of the Gross Settlement Amount in attorneys’ fees, plus actual litigation costs, not to exceed \$16,000. Defendant will take no position on this motion. The parties agree that the Court’s approval of Attorneys’ Fees and Costs is not a material condition of the Settlement and is to be considered by the Court separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Plaintiff and Plaintiff’s Counsel will not have the right to revoke this Settlement in the event that the Court does not approve the award of attorneys’ fees and costs. However, Plaintiff retains his right to appeal any decision by the court regarding the award of Attorneys’ Fees and Costs. Should Plaintiff’s Counsel request a lesser amount for Attorneys’ Fees and Costs and/or the Court approves a lesser amount, the difference will be included in the Net Settlement Amount and distributed to the Aggrieved Employees and LWDA on a pro-rata basis.

iii. Plaintiff’s Counsel will file a motion for an award of the Service Award and Individual Settlement Amount to Plaintiff of not more than \$15,000, payable from the Gross Settlement Amount. Defendant will take no position on this motion. The parties agree that the Court’s approval of the Service Award and Individual Settlement Amount is not a material condition of the Settlement and is to be considered by the Court separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the payment made under this paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Plaintiff and

Plaintiff's Counsel will not have the right to revoke this Settlement in the event that the Court does not approve the amount sought by Plaintiff as the Service Award and Individual Settlement Amount.

iv. The parties will present an agreed form of a proposed Judgment to the Court for its consideration. The Court will enter a Judgment approved by it.

c. Within ten (10) days after entry of Judgment, Plaintiff will serve a copy of the Judgment on the LWDA under Labor Code § 2699(1)(3).

d. If the Court does not approve the Settlement, the parties shall request leave and jointly attempt to modify this Settlement in order to obtain the Court's approval. If those efforts prove unsuccessful: (1) this Agreement will be void *ab initio*; (2) this Agreement, and all communications regarding this Agreement, will be inadmissible in any proceeding under California Evidence Code § 1152; and (3) the parties will cooperate and take all necessary steps to reset the Action for trial.

21. Distribution.

a. Defendant will wire the Gross Settlement Amount to the Settlement Administrator according to the following schedule: (1) the first half (\$162,500) of the Gross Settlement Amount will be paid within 30 days of the date of the Judgment; (2) the second half (\$162,500) of the Gross Settlement Amount will be paid on or before April 1, 2024, or within 60 days of the date of the Judgment, whichever occurs later. Promptly after each payment, but no later than ten (10) calendar days of receipt of each payment, the Settlement Administrator will pay: (1) half the awarded Attorneys' Fees and Costs to Plaintiff's Counsel; (2) half the awarded Settlement Administrator Costs to the Settlement Administrator; (3) half the Service Award and Individual Settlement Payment to Plaintiff; (4) half of seventy-five percent (75%) of the Net Settlement Amount to the LWDA; and (5) half of the Employee Amount to the payments to Aggrieved Employees (to be allocated as described below).

b. No later than the Effective Date, Defendant's counsel will email to the Settlement Administrator an electronic spreadsheet containing, for each Employee, their name, last-known address, last-known telephone number, social security number, dates of employment, and number of Pay Periods as reflected in Defendant's business and payroll records. Promptly after receiving it, the Settlement Administrator will run the Aggrieved Employees' addresses through the U.S. Postal Service's National Change of Address database.

1 c. Defendant represented at mediation that the Total Pay Periods is 8,227. If the
2 actual amount of Total Pay Periods should exceed 8,227 by more than 10% (i.e., if the actual number
3 of Total Pay Periods is greater than 9,050), the Gross Settlement Amount shall be increased in
4 proportion to the increase in Pay Periods beyond 9,050 (e.g., if the actual number of Total Pay Periods
5 is higher by 11%, the Gross Settlement Amount will increase by one percent (1%)).

6 d. Because this is a PAGA settlement and not a class action, the parties agree that
7 Aggrieved Employees do not have the right to exclude themselves from the Settlement. Upon the
8 Effective Date, Aggrieved Employees will be bound by the terms of the Settlement, regardless of
9 whether they negotiate their settlement checks. The parties further agree that, absent an order by the
10 Court granting leave to intervene, Aggrieved Employees do not have standing to object to the
11 Settlement or appeal any Judgment.

12 e. The Settlement Administrator will allocate the Employee Amount to each
13 Employee on a pro rata basis, based on that individual's Pay Periods divided by the Total Pay Periods.

14 f. No later than ten (10) days after the receipt of each payment of the Gross
15 Settlement Amount by Defendant, the Settlement Administrator will mail a settlement check, along
16 with a cover letter (attached hereto as **Exhibit A**) explaining the settlement payment, to each
17 Employee. If any settlement check is returned as undeliverable, the Settlement Administrator will use
18 reasonable skip-trace methods to locate a new address. If any Aggrieved Employees do not cash their
19 settlement checks after 180 days has lapsed after the Effective Date, those funds will be tendered by
20 the Settlement Administrator to the California State Controller's Unclaimed Property Fund in the name
21 of such Aggrieved Employees. Aggrieved Employees who may be entitled to a settlement payment but
22 who were not located before the initial distribution of settlement payments, may request their payment
23 from the State Controller's Office in accordance with California law.

24 g. The entirety of the payments to the LWDA, Plaintiff, and the Aggrieved
25 Employees will be treated as civil penalties for purposes of IRS reporting, for which IRS Forms 1099-
26 MISC will be issued. All parties represent they have not received, and will not rely on, advice or
27 representations from other parties or their agents regarding the tax treatment of payments under this
28 Settlement.

1 h. The payments made to Aggrieved Employees under this Agreement, as well as
2 any other payments made under this Settlement, will not be utilized to calculate any additional benefits
3 under any benefit plans for which any Aggrieved Employees may be eligible, including, but not limited
4 to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation
5 plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the parties'
6 intention that this Agreement will not affect any rights, contributions, or amounts to which any
7 Aggrieved Employees may be entitled under any benefit plans.

8 i. The Settlement Administrator will be paid for the reasonable costs of
9 administration of the Settlement and calculation and distribution of payments, up to a maximum of
10 \$9,000. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the
11 required tax reporting on settlement payments, the issuing to Plaintiff, Aggrieved Employees, and
12 Plaintiff's Counsel any 1099 and/or other tax forms as may be required by law for all amounts paid
13 under this Agreement, preparing, distributing, and tracking settlement check letters to Aggrieved
14 Employees, calculating and distributing all payments to be made under the Settlement, and providing
15 reports and declarations. Any unused portion of the Settlement Administration Costs will be distributed
16 to the Aggrieved Employees and LWDA on a pro-rata basis.

17 22. Release.

18 a. Upon the Effective Date, Plaintiff and all Aggrieved Employees, fully release
19 and discharge Defendant, and its officers, directors, employees, agents, shareholders, parents,
20 subsidiaries, insurers, representatives, benefit plan administrators, vendors, successors, assigns,
21 attorneys, as well as any individual or entity that could be jointly liable with Defendant or any other
22 Releasee ("Releasees") from any and all claims, rights, or causes of action for civil penalties,
23 attorneys' fees, and costs under California Labor Code Sections 2698, *et seq.*, predicated on the alleged
24 California Labor Code violations (including California Labor Code §§ 201, 202, 203, 226, 226.7, 510,
25 512, 516, 558, 1194, 1197, 1197.1, and 2802) alleged in the notice Plaintiff sent to the LWDA and
26 alleged in the operative complaint ("Released Claims"). The Released Claims include all claims for
27 penalties, attorneys' fees, litigation costs, interest, and any other relief available under PAGA that
28 Plaintiff alleged, or which could have been alleged based on the facts asserted, in the February 28,

2023, letter to the LWDA or the Complaint, including but not limited to: failure to pay minimum wages, failure to pay straight time wages, failure to pay overtime compensation, off-the-clock work, failure to provide meal periods, failure to pay meal premiums, failure to authorize and permit rest breaks, failure to pay rest premiums, failure to indemnify necessary business expenses, failure to timely pay all earned wages, failure to pay all premiums at the legal rate of pay, failure to maintain accurate payroll records and records of hours worked and meal periods taken or missed, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.. The period of this Release shall be for the PAGA Recovery Period. The State of California shall fully release and forever discharge Releasees from the Released Claims as they pertain to Aggrieved Employees (including Plaintiff). No Employee will have any claim against any of the Releasees, Defendant's Counsel, Plaintiff, or PAGA Counsel based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement. The *res judicata* effect of the Judgment will be the same as that of the Release. This waiver and release will be final and binding on the Effective Date and will have every preclusive effect permitted by law.

b. On the Effective Date, and as a condition of receiving any portion of the Service Award and Individual Settlement Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases Defendant and Releasees from any and all Released Claims and also generally releases and discharges Defendant and Releasees from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant or Releasees arising before the signing of this Agreement. This general release includes, but is not limited to claims arising out of or relating to Plaintiff's employment by Defendant, or in connection with any act or omission by or on the part of any of the Releasees committed or omitted prior to the execution of this Agreement, to the fullest extent permitted by law, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach

of contract; promissory estoppel; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, *et seq.*; the Americans with Disabilities Act (“ADA”), the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. § 626(f); the California Fair Employment and Housing Act (“FEHA”), or California Government Code §§ 12940 *et seq.*; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”); violation of the Occupational Safety and Health Act (“OSHA”) or any other health and/or safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of 1974 (“ERISA”); violation of the Internal Revenue Code; any other claim arising from employment; or other common law or tort matters and all other claims under federal, state, or local law. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, injunctive or equitable relief, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein.

Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

Excluded from this Agreement are any claims which cannot be waived as a matter of law, including but not limited to claims for workers’ compensation and unemployment insurance benefits.

Further, nothing in this Agreement prohibits or is intended to prohibit Plaintiff from filing a charge or complaint with a government or administrative agency, from cooperating in an investigation by a government or administrative agency, or from engaging in protected activity under Paragraph 7 of the National Labor Relations Act. Plaintiff is prevented, however, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims he has released in this paragraph with regard to any charge or claim he may file or which may be filed or otherwise brought on his behalf. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiff's obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiff's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission (including but not limited to the EEOC, SEC or NLRB).

Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the Released Claims and agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

Plaintiff declares and represents that he intends this Agreement to be complete and not subject to any claim of mistake, and that the release herein expresses a full and complete release, and Plaintiff intends the release herein to be final and complete. Plaintiff executes this release with the full knowledge that this release covers all possible claims against the Releasees to the fullest extent permitted by law.

23. Miscellaneous.

a. The parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to executing such documents as may be reasonably necessary to implement the terms of the Settlement.

b. Plaintiff and his counsel agree that the terms of this Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as

1 “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of Plaintiff’s counsel or any
2 other website, or on any blogs, articles, or on any social media platforms or channels), or the public at
3 large, without the advance written consent of Defendant. The parties intend this paragraph to prohibit
4 Plaintiff and his counsel from discussing, answering questions about, promoting or publicizing the
5 Agreement, its terms, or the negotiations leading to the Agreement with anyone other than the Court or
6 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing,
7 Plaintiff and his counsel (1) may tell the public in general only that certain claims “have been resolved
8 by the parties,” and direct to the court filings, including this Settlement Agreement; and (2) may
9 disclose the terms of the Agreement (a) in appropriate filings with the Court and LWDA in this case;
10 (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals
11 for the purpose of preparing tax returns. In addition, Plaintiff’s counsel may respond to questions
12 received from, and discuss any aspects of this Agreement with Aggrieved Employees.

13 c. The parties agree that the terms and conditions of this Agreement are the result
14 of arm’s-length negotiations between the parties and that this Agreement shall not be construed in
15 favor of or against any of the parties by reason of their participation in the drafting of this Agreement.
16 The parties acknowledge that they have been represented by counsel throughout all negotiations that
17 preceded the execution of this Agreement, and that this Agreement has been executed with the consent
18 and advice of counsel.

19 d. Except as set forth above, if the Court or, in the event of an appeal, any appellate
20 court modifies any material aspect of this Settlement, including but not limited to any judicial findings
21 included therein, Plaintiff or Defendant may terminate this Settlement as set forth below. The parties
22 acknowledge and agree that any modification to the terms of this Settlement relating to the scope of the
23 release, or to Defendant’s financial obligations, shall be deemed a material modification constituting
24 grounds for cancellation or termination of the Settlement. Within fifteen (15) days of the Settlement
25 Administrator receiving notice from any party of such termination or failure, the Settlement
26 Administrator shall provide the parties with a report of all Settlement Administrator Costs incurred.
27 The party terminating the Settlement will be responsible for paying any Settlement Administrator
28 Costs already incurred. If the parties mutually terminate the Settlement, Plaintiff and Defendant each

1 will be responsible for paying fifty percent (50%) of any Settlement Administrator Costs already
2 incurred.

3 e. This Agreement shall be subject to and governed by the laws of the State of
4 California and subject to the exclusive and continuing jurisdiction of the Los Angeles County Superior
5 Court under Code of Civil Procedure section 664.6. After entry of judgment, the Court will have
6 exclusive and continuing jurisdiction solely for purposes of addressing settlement administration
7 matters and such post-judgment matters as may be appropriate under court rules or as set forth in this
8 Agreement.

9 f. This Agreement may not be changed, altered, or modified, except in writing and
10 signed by counsel for the parties and approved by the Court.

11 g. This Agreement contains the entire agreement between the parties concerning
12 the subject matter hereof and supersedes all prior and contemporaneous agreements and
13 understandings, whether oral or written.

14 h. The parties and their counsel represent, covenant, and warrant that they have not
15 directly or indirectly assigned, transferred, or purported to assign or transfer to any person or entity any
16 portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

17 i. This Agreement shall be binding upon and inure to the benefit of the parties and
18 their respective heirs, trustees, executors, administrators, successors and assigns.

19 j. This Agreement may be executed in counterparts. All executed counterparts and
20 each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed
21 to be one and the same instrument. The individuals signing below warrant that they have authority to
22 enter into this Agreement on behalf of the party for which that individual signs.

23 k. The parties agree to waive appeals, except as explicitly stated herein. However,
24 either party may appeal any court order that materially alters the Agreement's terms.

25 l. No waiver of any condition or covenant contained in this Agreement or failure
26 to exercise a right or remedy by any of the parties hereto will be considered to imply or constitute a
27 further waiver by such party of the same or any other condition, covenant, right or remedy.
28

m. In the event of any breach of this Agreement, or any dispute arising from or relating to the interpretation of or performance under this Agreement, the prevailing party in such dispute will be entitled to its reasonable costs and attorneys' fees.

IN WITNESS THEREOF, the parties and their counsel have caused this Agreement to be executed as of the date below.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 11 / 08 / 2023, 2023

By Arturo Cuadras
Arturo Cuadras

DEFENDANT

Dated: Nov 9, 2023, 2023

By Charlene Gorospe
Charlene Gorospe
Los Angeles Rehabilitation & Wellness Centre, LP
dba "Country Villa Rehabilitation Center"

APPROVED AS TO FORM

D.LAW, INC.

Dated: November 8, 2023

By Gregg Lander
Gregg Lander, Esq.
Vanessa Ruggles, Esq.
Attorneys for Plaintiff

SCHOR VOGELZANG & CHUNG LLP

Dated: Nov 9, 2023, 2023

By Julie Vogelzang
Julie Vogelzang, Esq.
Janelle Thornton, Esq.
Attorneys for Defendant

Exhibit A

_____, 2023

[NAME] [ADDRESS]

Re: *Arturo Cuadras v. Los Angeles Rehabilitation & Wellness Centre, LP dba "Country Villa Rehabilitation Center,"* Case No. 23STCV09959, County of Los Angeles

Dear [NAME],

The enclosed check is your share of a Court-approved representative action settlement between Plaintiff Arturo Cuadras ("Plaintiff") and Defendant Los Angeles Rehabilitation & Wellness Centre, LP dba Country Villa Rehabilitation Center ("Defendant"). Plaintiff filed a lawsuit against Defendant as the representative of Defendant's other current and former non-exempt employees, such as yourself. He asserted claims against Defendant under the California Labor Code's Private Attorneys General Act ("PAGA"), for Defendant's alleged violations of California wage and hour laws. Defendant denies that it violated the law in any way and has agreed to enter into a settlement with Plaintiff to avoid the cost and disruption of further litigation. Your settlement check is enclosed along with the appropriate IRS Form.

On November 28, 2023, the Honorable Michael Small, Los Angeles County Superior Court Judge, approved the settlement. The settlement includes all hourly-paid non-exempt employees who worked for Defendant in California from February 28, 2022, to October 2, 2023.

Each eligible employee's share of the settlement is based on the quantity of pay periods worked for Defendant during the settlement period. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Please note that no taxes were withheld this payment, and it is your responsibility to pay any taxes resulting from this payment. Any claim you may have under PAGA related to the claims asserted by Plaintiff are released by the Court's final judgment regardless of whether you cash the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at Rust Consulting Inc., 625 Marquette Avenue, Suite 900, Minneapolis, MN 55402, (612) 359-2988, or the parties' attorneys, as follows:

Plaintiff's Attorneys:

Gregg Lander
Vanessa Ruggles
D.Law, Inc.
1635 Pontius Ave, 2nd Floor
Los Angeles, CA 90025
(424) 320-6420
gregg@d.law

Defendant's Attorney:

Julie A. Vogelzang
Schor Vogelzang & Chung LLP
2170 Fourth Avenue
San Diego, CA 92101
(619) 354-6518
julie@svclegal.com

Very truly yours,

[Settlement Administrator]

EXHIBIT 2

EXHIBIT 3

LA REHAB - DLAW TIMESHEET

<u>Date</u>	<u>Subject Matter</u>	<u>Time</u>	<u>Atty</u>
1/24/23	Emails f/t ED/VR re new case + review	0.4	GL
1/25/23	Emails f/t Dlaw re retainer	0.1	GL
1/26/23	Emails from CC re docs + review	0.2	GL
2/8/23	Email from Dlaw re signed retainer	0.1	GL
2/9/23	Email from JL re Datasheet + review	0.8	GL
2/14/23	Email to P re status	0.1	GL
2/15/23	Tcw (LM) t/f P re conf	0.1	GL
2/16/23	Tcw P + revise Datasheet	1.6	GL
2/23/23	Email from VR re Datasheet review	0.1	GL
2/24/23	Emails f/t CD re records request + review	0.2	GL
2/24/23	Emails f/t VR/CD re LWDA + review/revise	0.6	GL
3/2/23	Emails t/f CD re complaint/records request	0.1	GL
3/8/23	Emails f/t CD/JL re records request receipt	0.2	GL
3/17/23	Emails t/f OPC re records request	0.2	GL
3/30/23	Email OPC re missing records	0.1	GL
3/31/23	Email f/t OPC re P's records	0.1	GL
4/3/23	Emails f/t OPC/VR re records + review	0.4	GL
4/4/23	Emails t/f JL/MA re complaint mtg	0.2	GL
4/11/23	Email from/to MA/VR re PAGA complaint	0.2	GL
4/12/23	Mtg w/ JL/MA re draft PAGA-only complaint	1.8	GL
5/1/23	Email from VR re complaint draft	0.2	GL
5/1/23	Email VR re Complaint	0.1	GL
5/3/23	Emails f/t VR/JL re Complaint + review/revise	3.7	GL
5/3/23	Emails t/f + tcw VR re complaint	0.4	GL
5/4/23	Email from CD re service	0.1	GL
5/4/23	Emails from/to CD/VR re filing/assignment + research	0.4	GL
5/5/23	Email from OPC re conf	0.1	GL
5/5/23	Emails f/t CD/OPC/VR re service/NOA	0.3	GL
5/8/23	Emails to/f OPC?VR re conf	0.2	GL
5/10/23	Prep for / attend conf call w/ OPC	0.8	GL
5/11/23	Emails f/t CD re jury fees	0.1	GL
5/11/23	Emails f/t OPC/VR re mediators/class count	0.2	GL
5/11/23	Tcw P re status	0.1	GL
5/12/23	Email OPC re mediators	0.1	GL
5/16/23	Email from OPC re class #s	0.2	GL
5/17/23	Emails f/t VR/OPC re Mediators/NOA	0.2	GL
5/22/23	Emails t/f OPC/Mediator/VR re NoA, mediators	0.3	GL
5/22/23	Emails t/f VR re class #s	0.3	GL
5/23/23	Emails f/t Med/OPC re Med/waiting list	0.4	GL
5/23/23	Emails from/to CD re Complaint	0.1	GL
5/25/23	Email f/t CD re service	0.1	GL
5/25/23	Emails f/t JL re Disc1	0.1	GL
5/25/23	Emails f/t VR re mediation data request	0.1	GL
5/25/23	Emails from CD/OPC re NoA	0.1	GL
5/26/23	Email from VR re mediation data	0.1	GL
6/1/23	Emails f/t Med re contact info	0.1	GL
6/2/23	Email f/t Med re confirmation of mediation	0.1	GL
6/5/23	Emails from Med re scheduled session	0.1	GL
6/8/23	Emails to/f OPC/VR re mediation data + revise	0.6	GL
6/12/23	Email from JAMS re mediation	0.1	GL
6/14/23	Emails from VR/CD re mediation fee	0.1	GL

LA REHAB -
DLaw TIMESHEET

6/16/23	Email from CD re mediation payment	0.1	GL
6/21/23	Email from MA re mtg	0.1	GL
6/21/23	Email t/f MA re client meeting	0.1	GL
6/21/23	Emails from/to MA re client mtg	0.1	GL
7/3/23	Email OPC re mediation data	0.1	GL
7/10/23	Emails f/t OPC/VR re mediation sampling, etc.	0.4	GL
7/11/23	Emails t/f OPC re mediation sampling #	0.2	GL
7/14/23	Emails f/t CD re mediation notice letter	0.1	GL
7/17/23	Emails t/f OPC re mediation data	0.1	GL
7/19/23	Emails f/t OPC re sampling	0.1	GL
8/8/23	Emails f/t CD re Stip re CMC + review/revise	0.3	GL
8/9/23	Emails f/t CD/OPC re status conf/stip	0.3	GL
	Email from/to CD re Notice of Change + review/revise +		
8/17/23	review POS	0.2	GL
8/31/23	Emails from OPC/JL re mediation data + review	0.8	GL
9/8/23	Email from/to JL/JG re mediation analysis	0.2	GL
9/8/23	Email to Team re mediation docs	0.2	GL
9/11/23	Email f/t OPC re mediation data	0.1	GL
9/11/23	Email from JL re mediation brief	0.1	GL
9/11/23	Email from TK re mediation	0.1	GL
9/12/23	Emails f/t Dlaw/CD re P call	0.1	GL
9/13/23	Email from OPC re joint expert use	0.1	GL
9/13/23	Email JL re mediation tasks	0.1	GL
9/13/23	Email to OPC re JG	0.1	GL
9/14/23	Email from JL re expert mediation email	0.2	GL
9/14/23	Email from OPC re joint engagement agt + review	0.3	GL
9/14/23	Email JG re joint retention	0.2	GL
9/14/23	Emails t/f VR re joint agreement + review	0.4	GL
9/15/23	Email from JL re mediation brief + review	0.1	GL
9/15/23	Email from VR re co-analysis with JG	0.2	GL
9/15/23	Emails f/t JG/OPC re dual rep	0.2	GL
	Emails t/f JL/VR re mediation email to expert+meeting w/ P +		
9/15/23	tcw P re mediation	0.4	GL
9/18/23	Email from JL re mediation brief + review	0.6	GL
9/18/23	Email from VCR re Gorlick analysis	0.1	GL
9/18/23	Email VR re Gorlick mediation analysis w/ OPC	0.7	GL
9/18/23	Emails f/t VR/JP re mediation brief/client info	0.3	GL
9/18/23	Emails from VR/JL re mediation brief	0.2	GL
9/19/23	Email from JP re client call	0.2	GL
9/19/23	Emails f/t JL/VR re P's records/sampling	0.1	GL
9/19/23	Emails f/t VR/JP/JL re mediation brief/Client call, etc.	0.4	GL
9/19/23	Emails f/t VR/OPC/JG re Gorlick email + revise	0.5	GL
9/20/23	Email from OPC re mediation calcs	0.1	GL
9/20/23	Emails f/t VR re damages analysis	0.3	GL
9/20/23	Emails f/t VR/JL re PAGA-only / class cases + research	0.3	GL
9/20/23	Emails from JG/VR re joint analysis + review	0.4	GL
9/20/23	Emails from Med/VR/JL re mediation link, etc.	0.2	GL
9/20/23	Emails from VR/TK/JP re interest on PAGA penalties	0.3	GL
9/21/23	Email from JG re analysis	0.1	GL
9/21/23	Emails f/t CD/VR/JL re P mediation meeting	0.3	GL
9/21/23	Emails f/t JL/MS re client mediation call	0.1	GL
9/22/23	Email from JG re mediation analysis + review	0.3	GL

LA REHAB -
DLAW TIMESHEET

9/22/23	Emails from OPC/JG re JG analysis	0.2	GL
9/22/23	Emails from/to MS re Client Mtg	0.1	GL
9/22/23	Emails to/f VR/OPC/JG re OPC email re analysis	0.3	GL
9/25/23	Emails f/t JL/VR re mediation brief + review/revise	0.8	GL
9/25/23	Emails f/t JL/VR re MOU + review	0.3	GL
9/25/23	Emails f/t VR/J. W re mediation brief + final review	0.3	GL
9/25/23	Emails f/t VR/OPC re mediation calcs	0.1	GL
9/25/23	Emails f/t VR/OPC/JL re mediation docs + review policy docs	0.4	GL
9/25/23	Emails from JL/Rust re TPA estimate	0.1	GL
9/26/23	Email f/t VR re OPC call re finances	0.2	GL
9/26/23	Emails f/ VR/JEL re entity info	0.3	GL
9/26/23	Emails from VR/OPC re conf	0.1	GL
9/27/23	Emails f/t TK/VR re mediation meeting checklist + review/revise	0.3	GL
9/27/23	Mediation call	0.5	GL
9/28/23	Email from CD re costs	0.1	GL
9/28/23	Email MS re P email	0.1	GL
9/28/23	Emails f/t EB/JL re admin estimate + review	0.2	GL
9/28/23	Emails f/t OPC/VR re regular rate claim + research	0.6	GL
9/28/23	Emails from VR/OPC re time records	0.1	GL
9/28/23	Mtg w/ VR re mediation prep	0.2	GL
9/29/23	Email from JL re entity info	0.3	GL
9/29/23	Email from VR re JEL research	0.1	GL
9/29/23	Emails f/ Simpluris/JL re admin quote + review	0.2	GL
9/30/23	Prep for Mediation	1.9	GL
10/1/23	Study for Mediation	2.2	GL
10/2/23	Email from EB re revised estimate + review	0.1	GL
10/2/23	Emails from VR/JEL re settlement	0.1	GL
10/2/23	Emails t/f VR re mediation	0.1	GL
10/2/23	Mediation + Emails	7.9	GL
10/3/23	Email from JL re Rust estimate	0.1	GL
10/3/23	Emails f/t VR/JP re J	0.2	GL
10/3/23	Emails to/from JL/CD re settlement	0.3	GL
10/4/23	Email from CD re M4Settlement approval	0.1	GL
10/4/23	Emails f/t CD re motion reservation	0.1	GL
10/4/23	Emails f/t JP re J	0.1	GL
10/5/23	Emails f/t VR/OPC re MOU/settlment agt	0.2	GL
10/5/23	Emails t/f CD re Settlement Mtx d/l	0.1	GL
10/10/23	Email from CD re Stip re CMC	0.1	GL
10/11/23	Email CD re Stip re CMC + revise	0.2	GL
10/12/23	Emails from CD/OPC re Stip re CMC	0.1	GL
10/12/23	Emails from/to ED/CD re JG invoice	0.1	GL
10/13/23	Email f/t ED re settlement	0.1	GL
10/13/23	Emails f/t OPC/CD re Stip re CMC	0.1	GL
10/16/23	Emails f/t VR re settlement stuff	0.1	GL
10/17/23	Email from JL re settlemant agt/order/jmnt + review	0.4	GL
10/17/23	Emails from JL/VR re settlement breakdown	0.2	GL
10/18/23	Emails f/t VR/Rust re payment structure	0.1	GL
10/18/23	Emails from VR/JL re settlement docs + review	0.3	GL
10/19/23	Emails from/to EB/VR re disbursement	0.2	GL
10/23/23	Email from VR re settlement docs	0.1	GL

LA REHAB - DLAW TIMESHEET

10/24/23	Emails f/t CD/OPC re CMC	0.1	GL
10/24/23	Emails f/t VR/OPC re settlement docs + final review/revisions	0.4	GL
10/24/23	Emails from/to CD/OPC re Stip re CMC	0.1	GL
10/24/23	Review/revise settlement docs + email VR	0.9	GL
10/30/23	Emails from VR/OPC re settlement docs	0.1	GL
10/31/23	Email from OPC re Proposed Order + review	0.2	GL
10/31/23	Emails from/to OPC/VR/CD re settlement docs/hearing + review revisions	0.4	GL
11/1/23	Email f/t VR re settlement agt	0.1	GL
11/2/23	Email from VR re settlement agreement revisions	0.1	GL
11/6/23	Email from JL re settlement docs	0.1	GL
11/6/23	Email from VR re settlement docs	0.1	GL
11/7/23	Email from JL re settlement docs + review	0.4	GL
11/7/23	Email from OPC re clean copies of settlement docs	0.1	GL
11/7/23	Email from OPC re settlement item	0.1	GL
11/7/23	Emails f/t CD/OPC re CMC Stip + revise	0.2	GL
11/8/23	Email from/to Simpluris/JL re admin estimate	0.1	GL
11/8/23	Emails from CD/OPC re statement	0.1	GL
11/8/23	Emails from/to VR/TK/OPC/CD re second installment deadline & signed agreement	0.3	GL
11/9/23	Email from JL re settlement docs	0.1	GL
11/9/23	Emails f/t VR/TK re lodestar/timesheet	0.2	GL
11/10/23	Final prep of Timesheet exhibit + emails t/f VR	0.4	GL
GL Total =		55.2	\$41,400.00

VR

	Review docs for potential new case; Correspondence re same		
1/24/23	same	0.7	VR
1/24/23	Correspondence re retainer	0.1	VR
2/16/23	P/C w/ P	0.2	VR
2/23/23	Review all records; research WO; revise datasheet	1.3	VR
2/24/23	Correspondence re records	0.2	VR
3/17/23	Review correspondence re records	0.1	VR
4/3/23	Review doc production; Correspondence re next steps	0.6	VR
4/11/23	Correspondence re complaint	0.2	VR
5/1/23	Review and revise complaint	1.8	VR
5/1/23	Correspondence w/GL re complaint	0.1	VR
5/3/23	Correspondence w/GL/JL re complaint	0.5	VR
5/4/23	Research assigned judge; correspondence	0.5	VR
5/5/23	Correspondence w/ OPC	0.1	VR
5/5/23	Correspondence re service and calculate deadlines	0.3	VR
5/8/23	Correspondence w/ GL re conf	0.2	VR
5/10/23	P/C with OPC	0.8	VR
5/11/23	Review correspondence re mediation	0.1	VR
5/11/23	Correspondence re mediation	0.2	VR
5/17/23	Correspondence w OPC/GL re mediators/NOA	0.2	VR
5/22/23	Correspondence re paga period and mediators	0.8	VR
5/25/23	Correspondence re mediation data	0.2	VR
6/1/23	Correspondence re mediation data	0.1	VR
6/5/23	Correspondence re mediation data; revise	0.3	VR
6/21/23	Review correspondence re P mtg	0.2	VR
6/23/23	Client mtg	0.2	VR

LA REHAB -
DLAW TIMESHEET

6/26/23	Client mtg	0.2	VR
7/3/23	Correspondence w/ OPC re mediation data	0.2	VR
7/10/23	Correspondence re mediation data	0.2	VR
7/11/23	Correspondence re mediation data	0.1	VR
7/17/23	Correspondence re mediation data	0.1	VR
7/19/23	Review correspondence re mediation data	0.1	VR
8/8/23	Review correspondence re stip	0.1	VR
8/9/23	Review correspondence re stip	0.1	VR
8/31/23	Review mediation data; Correspondence re data	1.0	VR
9/8/23	Correspondence re mediation data	0.2	VR
9/13/23	Draft mediation brief	1.7	VR
9/14/23	Correspondence re joint agreement + review	0.4	VR
	Cont. draft of mediation brief re section iii analysis on coas 1-		
9/14/23	2	0.7	VR
	Cont. draft of mediation brief re section iii analysis on coas 2-		
9/14/23	4	1.8	VR
9/14/23	Draft Email re Expert JG Mediation Analysis	0.2	VR
	Correspondence re joint use of expert; review proposed		
	engagement agreement; draft proposed joint analysis		
9/15/23	request	1.2	VR
9/18/23	Correspondence w/ GL re Gorlick mediation analysis	0.7	VR
9/18/23	Correspondence w/ GL/JL re mediation brief	0.4	VR
9/18/23	Review/revise Mediation Brief	1.4	VR
9/19/23	Review mediation brief; review casesheet and time records;	1.3	VR
9/19/23	Correspondence w/ GL/OPC/JG re Gorlick email	0.3	VR
9/20/23	Correspondence w/ GL re damage analysis	0.3	VR
9/20/23	Correspondence w/ GL/JL/Med re mediation link, etc	0.2	VR
9/20/23	Research and correspondence re interest, settling as class	2.0	VR
9/20/23	Research and analyze whether plaintiff can recover pre-	0.8	VR
	Correspondence re mediation; draft med brief; review		
9/22/23	damages analysis	4.0	VR
9/25/23	Correspondence re MOU	0.3	VR
9/25/23	Correspondence re mediation; Research and draft mediation	4.5	VR
9/25/23	Correspondence w/ GL/OPC re mediation calcs/docs	0.2	VR
9/25/23	Revise/revise Disco1 (RFPD1+SROG1)	0.3	VR
9/25/23	Draft MOU for Mediation	0.3	VR
9/25/23	Request Settlement Admin Estimate for Mediation	0.3	VR
	P/C with OPC; Research re entities and correspondence re		
9/26/23	research	2.0	VR
9/26/23	p/c with OPC; Research and correspondence re f/u and	1.5	VR
	Research defendants re general and limited partnership		
9/26/23	business structure and entity information	2.0	VR
9/27/23	Correspondence w/ GL/TK re mediation checklist	0.3	VR
9/27/23	Client mtg re mediation prep; F/U agenda	1.0	VR
9/28/23	Review correspondence re mediation	0.3	VR
9/28/23	Correspondence w/ GL/OPC re time records	0.2	VR
9/28/23	Meeting mediation prep	0.2	VR
	Cont. research re defendants associated legal entity and		
9/28/23	business structure	2.7	VR
9/29/23	Correspondence re settlement admin quote	0.2	VR
9/29/23	Review mediation analysis; P/C re mediation prep	0.5	VR

LA REHAB -
DLAW TIMESHEET

9/29/23	Draft notes re defendant entity information and background on acquisitions	1.2	VR
10/1/23	Correspondence re mediation coverage	0.2	VR
10/2/23	Mediation prep; Mediation; Review and revise MOU	9.0	VR
10/2/23	Research property records re 304 south alvarado - review of lease agreement	0.8	VR
10/3/23	Correspondence re settlement docs	0.2	VR
10/5/23	Correspondence re settlement docs	0.2	VR
10/16/23	Correspondence w/ GL re settlement	0.2	VR
10/17/23	Correspondence w/ GL re settlement breakdown	0.2	VR
10/17/23	Draft PAGA Long Form Settlement Agreement, Proposed	4.0	VR
10/18/23	Correspondence re payment structure	0.1	VR
10/19/23	Correspondence re disbursement	0.2	VR
10/19/23	Draft Settlement docs; Correspondence re settlement installments	3.0	VR
10/20/23	Draft settlement docs	3.0	VR
10/20/23	Draft approval motion	3.0	VR
10/23/23	Correspondence settlement docs	0.2	VR
10/24/23	Correspondence re settlement docs	0.2	VR
10/24/23	Finalize settlement docs	1.5	VR
10/30/23	Correspondence re hearing dates	0.2	VR
10/31/23	Correspondence re settlement hearing	0.3	VR
11/1/23	Correspondence re settlement agreement	0.2	VR
11/2/23	Correspondence re settlement agreement revisions	0.1	VR
11/6/23	Correspondence w/ GL re settlement docs	0.2	VR
11/8/23	Correspondence settlement agreement	0.3	VR
11/8/23	Reviewed requested language re: second payment in settlement agreement and advice accordingly.	0.3	VR
11/9/23	Correspondence re approval motion	0.2	VR
11/10/23	<u>Draft approval motion and supporting docs</u>	<u>6.0</u>	<u>VR</u>
VR Total =		81.5	\$52,975.00
D.Law Total =		136.7	\$94,375.00

EXHIBIT 4

Activities Export

11/09/2023

5:03 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/04/2023		LA. SUPERIOUR COURT- COURT COST-EFM-2023-632273 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$437.25	-	\$437.25
06/13/2023		JAMS- MEDIATION- REF# 6706624 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$8,475.00	-	\$8,475.00
02/27/2023		LWDA- PAGA Claim Notice Fee ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$75.00	-	\$75.00
08/10/2023		JANNEY AND JANNEY- EFILING- REF# 8013000 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$40.00	-	\$40.00
08/10/2023		JANNEY AND JANNEY- COURT FEES- REF# 8013000 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$20.00	-	\$20.00
08/10/2023		JANNEY AND JANNEY- EFM FEES- REF# 8013000 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$4.20	-	\$4.20
08/10/2023		JANNEY AND JANNEY- CREDIT CARD PROCESSING FEE- REF# 8013000 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$1.93	-	\$1.93
05/04/2023		JANNEY AND JANNEY-EFILING- REF#7521580 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$40.00	-	\$40.00
05/04/2023		JANNEY AND JANNEY- COURT FEES- REF# 7521580	LAREHAB .	Marissa Salinas	1.00	\$435.00	-	\$435.00
							\$0.00 0.00h	\$12,876.07 0.00h

Activities Export

11/09/2023

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Draft invoice 6						
05/04/2023		JANNEY AND JANNEY- EFM FEES- REF# 7521580 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$4.20	-	\$4.20
05/04/2023		JANNEY AND JANNEY- CREDIT CARD PROCESSING FEE- REF # 7521580 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$14.38	-	\$14.38
08/17/2023		JANNEY AND JANNEY- ASSISTED EFILING - REF# 8053871 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$40.00	-	\$40.00
08/17/2023		JANNEY AND JANNEY- EFM FEES- REF# 8053871 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$4.20	-	\$4.20
08/23/2023		JANNEY AND JANNEY- CREDIT CARD PROCESSING FEE- REF# 8053871 ● Draft invoice 6	LAREHAB .	Marissa Salinas	1.00	\$1.33	-	\$1.33
09/28/2023		Motion filing fee in Los Angeles Superior Court ● Unbilled	LAREHAB .	Marissa Salinas	1.00	\$61.65	-	\$61.65
10/12/2023		BERGER CONSULTING GROUP- REF# BCG9756 ● Unbilled	LAREHAB .	Marissa Salinas	1.00	\$3,160.00	-	\$3,160.00
10/13/2023		JANNEY AND JANNEY- ASSISTED EFILING -	LAREHAB .	Marissa Salinas	1.00	\$40.00	-	\$40.00
							\$0.00 0.00h	\$12,876.07 0.00h

Activities Export

11/09/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		REF#8402262						
		● Unbilled						
10/13/2023		JANNEY AND JANNEY- COURT FILING SERVICE- REF#8402262	LAREHAB	Marissa Salinas	1.00	\$20.00	-	\$20.00
		● Unbilled						
10/13/2023		JANNEY AND JANNEY- CREDIT CARD PROCESSING FEE- REF# 8402262	LAREHAB	Marissa Salinas	1.00	\$1.93	-	\$1.93
		● Unbilled						
							\$0.00	\$12,876.07
							0.00h	0.00h