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Attorneys for Plaintiff
DALIA DELGADO

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

DALIA DELGADO, on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC;
and DOES 1 through 100, inclusive,

Defendants.

Case No: 23STCV15615

*Assigned For All Purposes to
Judge Virginia Keeny*

REPRESENTATIVE ACTION

**DECLARATION OF ROBERT W. SPENCER
IN SUPPORT OF MOTIONS FOR AN ORDER
APPROVING SETTLEMENT OF PAGA
ACTION AND DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION FEES**

Date: March 26, 2025

Time: 8:30 a.m.

Dept. 45

Trial Date: TBD

Complaint Filed: July 5, 2023

1 I, ROBERT W. SPENCER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California and
3 before this Court. I am a senior associate with the law firm Keller Grover LLP, counsel for
4 Representative Plaintiff Dalia Delgado in this action. I have personal knowledge of the facts stated
5 herein and, if called as a witness, I could and would testify competently to the facts set forth below.

6 **Plaintiff's Counsel's Experience:**

7 2. Eric A. Grover, Esq.'s Experience: Between September 1988 and October 2005,
8 Eric A. Grover was first an associate and then a shareholder in the firm Littler Mendelson, P.C.
9 ("Littler"). Littler is the largest law firm in the United States specializing in labor and employment
10 law. During Mr. Grover's 17 years at Littler, he practiced extensively in all areas of labor and
11 employment law, including wage and hour law and class action defense. He also has extensive
12 litigation experience, including numerous arbitrations and trying a number of cases to verdict in
13 state and federal courts.

14 3. In the time Mr. Grover worked at Littler, he worked on many class action matters.
15 The following is a list of various class action matters for which Mr. Grover was the lead or co-
16 lead defense attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide uniforms.);
- 18 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent contractor
vs. employee status, overtime, minimum wage and expense reimbursement claims.);
- 19 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County) (Overtime,
20 minimum wage, expense reimbursement and waiting time penalties.);
- 21 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
misclassification.);
- 22 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime, minimum
wage and waiting time penalties.);
- 23 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
24 penalties.);
- 25 g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime,
minimum wage and waiting time penalties.);
- 26 h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on
commission payments.);
- 27 i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager
28 misclassification.);

- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 2005 and the present, Mr. Grover has been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of Mr. Grover's time is spent representing plaintiffs in employment, privacy, and data breach class action matters. Mr. Grover is currently lead counsel or co-lead counsel on more than 15 different class and/or representative actions. Mr. Grover has been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*,
Alameda County Superior Court Case No. RG 05-237683;

- 1 m. *Fleming v. Dollar Tree Stores, Inc.*,
2 United States District Court, Northern District of California,
Case No. C06-cv-03409;
- 3 n. *Corrado v. Valero Services, Inc.*,
4 Alameda County Superior Court Case No. RG 07-322134;
- 5 o. *Stenroos v. Core-Mark International, Inc.*,
6 San Mateo County Superior Court Case No. CIV 451198;
- 7 p. *Ford v. Pilot Travel Centers LLC*,
8 United States District Court, Northern District of California,
Case No. C-07-cv-02715;
- 9 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
10 United States District Court, Eastern District of California
Case No. EDCV 07-00695;
- 11 r. *Brior v. AE Retail West LLC*,
12 San Francisco County Superior Court Case No. CGC 06-455422;
- 13 s. *Moore v. Genesco, Inc. et al.*,
14 Alameda County Case No. RG 06-270570;
- 15 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
16 San Francisco County Superior Court Case No. CGC 08-427014;
- 17 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren*
18 *Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 19 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services*
20 *LLC*, United States District Court, Central District of California,
Case No. 2:07-cv-00001;
- 21 w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
22 San Francisco County Superior Court Case No. CGC 08-478372;
- 23 x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
24 San Francisco County Case No. CGC 08-474506;
- 25 y. *Flores, et al. v. Zale Delaware, Inc.*,
26 United States District Court, Northern District of California,
Case No. 07-cv-00539;
- 27 z. *Payan et al. v. MetroPCS, Inc.*,
28 San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;
- ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
San Francisco County Superior Court Case No. CGC 09-490181;

- 1 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
2 San Francisco County Superior Court Case No. CGC 09-493709;
- 3 gg. *Lim-Hui v. Carter's Retail, Inc.*,
4 San Francisco County Superior Court Case No. CGC 09-484456;
- 5 hh. *Sefton v. OshKosh B'Gosh, Inc.*,
6 San Francisco County Superior Court Case No. CGC 09-484496;
- 7 ii. *Murphy v. Check n' Go of California, Inc.*,
8 San Francisco County Superior Court Case No. CGC 06-449394;
- 9 jj. *Wireless Advocates Wage and Hour Cases*,
10 Los Angeles County Superior Court Case No. JCCP 4600;
- 11 kk. *Matrix Service Wage and Hour Cases*,
12 Alameda County Superior Court Case No. JCCP 4610;
- 13 ll. *Sullivan v. Kelly Services, Inc.*,
14 United States District Court, Northern District of California
15 Case No. 08-cv-3893;
- 16 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
17 San Francisco County Superior Court Case No. CGC 10-501832;
- 18 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
19 Alameda County Case No. RG 10-501301;
- 20 oo. *Jordan v. Directory Distributing Associates, Inc.*,
21 San Francisco County Superior Court Case No. CGC 10-500633;
- 22 pp. *Martin v. Total Safety U.S., Inc.*,
23 Alameda County Superior Court Case No. RG 10-533750;
- 24 qq. *Placer Title Company Wage and Hour Cases*,
25 Sacramento County Superior Court Case No. JCCP 4567;
- 26 rr. *Martin, et al. v. Starcon International, Inc.*,
27 Contra Costa County Superior Court Case No. MSC10-01071;
- 28 ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;
- ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;
- xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
San Bernardino County Superior Court Case No. CIVVS900679;
- yy. *Hernandez v. Bodell Construction Company*,
Alameda County Superior Court Case No. RG12-624600;

- 1 zz. *Gilliam v. Matrix Energy Services, Inc.*,
Alameda County Superior Court Case No. RG11-592345;
- 2 aaa. *Tate v. Wyatt Field Services Co.*,
Alameda County Superior Court Case No. RG 10-522846;
- 3 bbb. *Becerra, et al. v. RadioShack Corporation*,
4 United States District Court, Northern District of California,
5 Case No. C-11-cv-03586;
- 6 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*,
Contra Costa County Superior Court Case No. MSC12-00340;
- 7 ddd. *Betten and Lafa v. Diamond Wireless, LLC*,
8 United States District Court, Central District of California,
Case No. 2:13-cv-02885;
- 9 eee. *Martin v. AltairStrickland LLC*,
Alameda County Superior Court Case No. RG11 575618;
- 10 fff. *Miller v. Southwest Airlines Co.*,
11 United States District Court, Northern District of California,
Case No. C-12-cv-5978;
- 12 ggg. *Nguyen v. Equilon Enterprises LLC*,
13 United States District Court, Northern District of California,
Case No. 4:12-cv-04650;
- 14 hhh. *Saunders v. StubHub Inc.*,
15 San Francisco County Superior Court Case No. CGC-12-517707;
- 16 iii. *Oregel v. PacPizza, LLC*,
Contra Costa County Superior Court Case No. MSC12-01454;
- 17 jjj. *Torres, et al. v. San Joaquin Community Hospital*,
18 JAMS Case No. 1220043288;
- 19 kkk. *Hulsey v. San Joaquin Community Hospital*,
JAMS Case No. 1210030884;
- 20 lll. *DeLeon, et al. v. NCR Corp.*,
San Bernardino County Superior Court Case No. CIVDS1403274;
- 21 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*,
22 Los Angeles County Superior Court Case No. BC470522;
- 23 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*,
Contra Costa County Superior Court Case No. C11-0969;
- 24 ooo. *Clothier v. SPAR Marketing Services, Inc.*,
Alameda County Superior Court Case No. RG12-639317;
- 25 ppp. *St. Joseph Health System Medical Information Cases*,
26 Orange County Superior Court JCCP Case No. 4716;
- 27 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*,
Alameda County Superior Court Case No. RG14-712100;
- 28

- 1 rrr. *Miller v. Hitachi America, Ltd.*,
2 San Mateo County Superior Court Case No. CIV 526430;
- 3 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*,
4 San Francisco County Superior Court Case No. CGC-13-532872;
- 5 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*,
6 United States District Court, Northern District of California,
7 Case No. 3:12-cv-04818.
- 8 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*,
9 United States District Court, Northern District of California,
10 Case No. 12-cv-04818;
- 11 vvv. *Wheelock v. Hyundai*,
12 Orange County Superior Court, Case No. 30-2011-00522293;
- 13 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*,
14 United States District Court, Northern District of California,
15 Case No. 5:12-cv-05083;
- 16 xxx. *Castillo, et al. v. Seagate Technology LLC*,
17 United States District Court, Northern District of California
18 Case No. 3:16-cv-01958;
- 19 yyy. *Halkola v. Fisher, Sand & Gravel Co.*,
20 Alameda County Superior Court, Case No. RG17844100;
- 21 zzz. *Ashlock, et al. v. Sunrun, Inc., et al.*
22 San Francisco County Superior Court CGC-17-557027;
- 23 aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*,
24 San Bernardino County Superior Court Case No. CIVDS1712220;
- 25 bbbb. *Matthews v. eHealthinsurance Services, Inc.*,
26 Santa Clara County Superior Court Case No. 17CV305656;
- 27 cccc. *Crowley, et al. v. Central Transport LLC*,
28 San Bernardino Case No. CIVDS1604546;
- ddd. *Alfinito v. Loop Transportation*,
San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al.*,
Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al.*,
San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*,
San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*,
San Diego County Superior Court Case No. 37-2017-00045550;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*,
Napa County Superior Court Case No. 19CV000373;

- 1 jjjj. *Docter v. Accor Management US Inc.*,
2 San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 3 kkkk. *Clothier v Spar Group, Inc.*,
4 Alameda County Superior Court Case No. RG18926494;
- 5 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*,
6 Sacramento County Superior Court Case No. 34-2019-00252683;
- 7 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*,
8 Alameda County Superior Court Case No. RG19001392;
- 9 nnnn. *Casarez v. Chemtrade West US LLC*,
10 Alameda County Superior Court Case No. RG19008007;
- 11 oooo. *Butler v. Apple Inc.*,
12 Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 13 pppp. *Gomez v. Pinnacle Workforce Logistics*,
14 San Bernardino County Superior Court Case No. CIVDS1804163;
- 15 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*,
16 San Diego County Superior Court Case No. 37-2015-00025968;
- 17 rrrr. *Madrid, et al. v. Golden Valley Health Centers*,
18 Merced County Superior Court Case. No. 20Cv-01484;
- 19 ssss. *Curtis v. Aegis Treatment Centers, LLC*,
20 Shasta County Superior Court Case No. 193712;
- 21 tttt. *Millay v. Napaidence OPCO, LLC*,
22 Napa County Superior Court Case. No. 19CV001903;
- 23 uuuu. *Gutierrez v. Brand Energy of California, Inc.*,
24 Alameda County Superior Court Case No. RG17846239;
- 25 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*,
26 United States District Court, Northern District of California
27 Case No. 4:21-cv-0188;
- 28 www. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
 Alameda County Superior Court Case No. RG20054385;
- xxxx. *Clark-Alonso v. Southwest Airlines Co.*,
 Merced County Superior Court Case No. 21 CV-02475
- yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
 Alameda County Superior Court Case No. RG20054385;
- zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership*,
 United States District Court, Northern District of California
 Case No. 4:20-cv-08347;
- aaaaa. *Harrington v. Forbes Security, Inc.*,
 San Francisco County Superior Court Case No. CGC-20-584155;
- bbbb. *Hernandez v. Chino Commercial Bank*,
 San Bernardino County Superior Court Case No. CIVDS1922849;

1 *cccc. Ellis v. Harder Mechanical Contractors, Inc.,*
2 United States District Court, Northern District of California
3 Case No. 21-cv-00844;
4 *dddd. Harrington v. Creative Security Company, Inc.,*
5 Alameda County Superior Court Case No. RG21095377;
6 *eeee. Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
7 Los Angeles County Superior Court Case No. 20STCV03569
8 *ffff. Macomber v. Dermalogica, LLC,*
9 San Diego County Superior Court Case No: 37-2020-00020451;
10 *gggg. Alvarez, et al. v. Autozone, Inc.,*
11 San Bernardino Superior Court Case No. CIVDS1416344;
12 *hhhh. Walter v. Farfetch.com US, LLC,*
13 Orange County Superior Court Case No. 30-2020-01139875;
14 *iiii. Cascade Drilling Wage and Hour Cases,*
15 Alameda County Superior Court Case No. RG21090743;
16 *jjjj. Bush, et al. v. Dutch Bros., LLC,*
17 Merced County Superior Court, Case No. 22CV-01415;
18 *kkkk. Hernandez v. Automated Harvesting, LLC,*
19 Monterey County Superior Court, Case No. 22CV002717;
20 *llll. Audycki v. Stanford Healthcare, a Corporation,*
21 Santa Clara County Superior Court Case No. 19CV347173;
22 *mmmm. Collins v. National Insurance Inspection Services, Inc.,*
23 Los Angeles County Superior Court Case No. 20STCV15619;
24 *nnnn. Avalos v. AxleHire, Inc.,*
25 Alameda County Superior Court Case No. 22CV020643;
26 *oooo. Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
27 Ventura County Superior Court Case No. 2023CUBT01235; and
28 *pppp. McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509.

5. Robert Spencer, Esq.’s experience: I am a senior associate with Keller Grover LLP. I have spent my entire legal career, over 18 years, with Keller Grover LLP. Approximately 95% of my time is spent representing plaintiffs in employment, consumer, privacy, and data breach class and representative action matters. I have been named Class Counsel in many of the cases referred to above alongside Eric A. Grover, Esq. I will not repeat them here for the sake of brevity.

Factual and Procedural Background:

6. A true and correct copy of the Labor Code Private Attorneys General Act

1 Settlement Agreement (the “Settlement Agreement”)¹ entered into by Plaintiff Avalon Villa
2 Health Care, LLC (“Defendant”), is attached hereto as **Exhibit 1**. The Settlement Agreement is
3 discussed below.

4 7. On April 28, 2023, pursuant to Labor Code § 2699.3’s exhaustion requirements,
5 Plaintiff gave written notice of her PAGA claims to the LWDA and Defendant. After satisfying
6 the administrative requirements of Labor Code § 2699.3(a), Plaintiff filed the operative complaint
7 on July 5, 2023 in Los Angeles County Superior Court against Defendant alleging in Private
8 Attorneys General Act (“PAGA”) claims under Labor Code §§ 2698, *et seq.*, based on alleged
9 violations of Labor Code §§ alleged violations of Labor Code §§ §§ 201, 202, 203, 204, 226(a),
10 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 and seeking penalties
11 pursuant to Labor Code §§ 2699(f) and attorneys’ fees pursuant to Labor Code § 2699(g)(1). A
12 true and correct copy of the April 28, 2023 exhaustion letter is attached hereto as **Exhibit 2**. A
13 true and correct copy of the operative Representative Action Complaint for Penalties and
14 Attorneys’ Fees is attached hereto as **Exhibit 3**.

15 8. After engaging in extensive written discovery, the Parties discussed the potential
16 for settlement and agreed to engage in private mediation. In advance of the mediation, the Parties
17 agreed to exchange informal discovery. Defendant produced information and documents relevant
18 to the PAGA claims, including that there are approximately 300 individuals who meet the PAGA
19 Group definition who worked approximately 10,000 pay periods during the PAGA Release Period.
20 That documentation along with other relevant data obtained during discovery enabled Plaintiff to
21 evaluate the PAGA claims in preparation for mediation.

22 9. On November 21, 2024, the Parties participated in a formal mediation session with
23 Kelly A. Knight, Esq., during which the Parties engaged in good faith, arm’s-length negotiations.
24 With the mediator’s assistance, the Parties were able to resolve the PAGA claims, subject to the
25 Court’s approval.

26
27
28 ¹ Unless noted otherwise, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

10. Through their counsel, the Parties have set forth all the terms of the PAGA settlement in a more detailed, formalized Settlement Agreement, which Plaintiff is submitting to the Court for approval.

Plaintiff's Counsel's work litigating and settling this action:

11. Prior to the filing of this action, I and other attorneys at Keller Grover LLP expended time and effort in investigating and researching Plaintiff's potential Labor Code claims and preparing this case for litigation. Pursuant to Labor Code § 2699.3's exhaustion requirements, on Plaintiff's behalf, I drafted and provided written notice of each Plaintiff's PAGA claims to the LWDA and Defendant. After receiving no response from the LWDA in the statutory period, I and other attorneys at my firm drafted and filed the operative complaint.

12. On Plaintiff's behalf, I drafted and served written class discovery on Defendant, as well as reviewed Defendant's responses. Plaintiff also responded to substantial discovery propounded by Defendant.

13. After the Parties engaged in written discovery, I engaged in discussions with Defense Counsel regarding potential settlement and the Parties agreed to mediate. In preparation, the Parties agreed to exchange relevant information and documents informally. I drafted and sent a detailed mediation information request to Defense Counsel. I and other attorneys at Keller Grover LLP reviewed and analyzed information and documents that Defendant provided, including documents and information relevant to the claims alleged in the operative complaint, such as timekeeping and payroll records and the number aggrieved employees and total pay periods at issue. The information and documents were sufficient to enable Plaintiff's Counsel to assess Defendant's policies and practices regarding payment for covid and security checks, meal periods, rest breaks, termination pay, other relevant pay and wage statement practices and to tabulate the total number of pay periods at issue and identify the approximate total number of individuals falling within the definition of the PAGA Group during the PAGA Release Period. I also personally interviewed several aggrieved employees.

14. Armed with the information obtained from both formal and informal discovery, the Parties participated in a formal mediation session with Kelly A. Knight, Esq., on November 21,

2024, during which we engaged in arm's length negotiations with Defense Counsel. At the mediation, the Parties were able to reach a tentative settlement and agreed to settle the entire action, subject to approval by the Court. Our experience in litigating similar representative PAGA actions based on wage and hour claims, the degree of investigation that we conducted, and the amount of data obtained from Defendant made it possible for us to determine the potential value and evaluate the strength of the PAGA claims when negotiating the settlement

15. Following the mediation, I drafted and finalized the detailed Settlement Agreement. All terms of the Parties' settlement are set forth in the Settlement Agreement, which is **Exhibit 1**.

16. After the mediation, I and attorneys at my firm spent time negotiating and drafting the Settlement Agreement, drafting the motion for approval of the PAGA settlement, and drafting the motion seeking an award of attorneys' fees and costs, settlement administration fees and Plaintiff's enhancement award. I have also spent time communicating with Defense Counsel and the Parties' selected Settlement Administrator regarding settlement administration issues. Further, I expect my office spend additional time working with the Settlement Administrator, speaking with PAGA Group members, finalizing and filing this motion, and preparing for and attending the hearing.

Plaintiff's Counsel's Assessment of the Settlement's Fairness:

17. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the LWDA and the PAGA Group in light of all known facts and circumstances, controlling case law, and the expenses and risks inherent in litigation.

18. The Settlement Agreement defines the PAGA Group as "All persons within the State of California who are or were employed by Defendant in the State of California as hourly or non-exempt employees at any time within the PAGA Release Period." The "PAGA Release Period" is defined as the period from and including April 28, 2022 through November 21, 2024, inclusive. Defendant has identified approximately 300 PAGA Group members who worked approximately 10,000 pay periods during the PAGA Release Period.

1 19. The Parties have selected Simpluris, Inc. to serve as Settlement Administrator and
2 expect the settlement administration to cost no more than \$4,000.

3 20. The Settlement Agreement achieves a substantial benefit for the LWDA and the
4 PAGA Group members. The Settlement Agreement provides that, to settle this matter, Defendant
5 will pay a total of \$300,000 (the “Settlement Amount”). If all requests are approved, the estimated
6 total sum available for payment of PAGA penalties is calculated by deducting up to \$100,000 for
7 the payment of Plaintiff’s Counsel’s fees and \$14,162.99 in actual litigation costs, a \$7,500
8 enhancement payment to the PAGA Representative Plaintiff, and administration costs of \$4,000
9 from the \$300,000 Settlement Amount, leaving \$174,337.01 (the “Net Settlement Amount”) to be
10 distributed to the LWDA and the PAGA Group members. As required by Labor Code § 2699(i),
11 the Settlement Agreement provides that 75% of the Net Settlement Amount (\$130,752.76) will be
12 paid to the LWDA and 25% (\$43,584.25) will be paid to the PAGA Group (*i.e.*, the aggrieved
13 employees).

14 21. Pursuant Labor Code § 2699(i), the approximately \$130,753 to be paid to the
15 LWDA will be used for education and enforcement purposes.

16 22. PAGA Group members do not need to submit a claim to receive a settlement
17 payment. The PAGA Group members will divide their portion based on the formula set forth in
18 the Settlement Agreement, which, in summary, provides that the portion of the Net Settlement
19 Amount to be distributed to the PAGA Group shall divided by the total number of full pay periods,
20 with partial pay periods rounded up to the next whole number, as determined by Defendant’s
21 records, for all times during the PAGA Release Period which the PAGA Group worked for
22 Defendant. This amount shall be known as the “Pay Period Value.” Each member of the PAGA
23 Group shall be paid an amount equal to the number of individual pay periods he or she worked for
24 Defendant during the PAGA Release Period multiplied by the Pay Period Value. On average, each
25 PAGA Group member will receive approximately \$145.28 ($\$43,584.25/300 = \145.28).

26 23. The Settlement Agreement provides that, if the actual number of pay periods that
27 PAGA Group members worked during the PAGA Release Period exceeds the estimated 10,000 by
28 more than 10% (*i.e.*, the total number of pay periods exceeds 11,000), then Defendant may elect

1 to either (1) end the PAGA Release Period on the date that the number of pay periods worked by
2 individuals in the PAGA Group reaches 11,000, or (2) increase the Settlement Amount on a
3 proportional basis (*i.e.*, if there was a 11% increase in the number of pay periods over 10,000,
4 Defendant will increase the Settlement Amount by 1%).

5 24. The settlement provides that Simpluris will send notice of the settlement to the
6 PAGA Group (*see Exhibit 1*, Settlement Agreement Exhibit A), even though notice is not required
7 in settlements of PAGA actions and aggrieved employees are not entitled to opt out of the
8 settlement.² The settlement requires Defendant to provide Simpluris with the following
9 information for each PAGA Group member: name, last known home address, number of pay
10 periods that the PAGA Group member worked, and social security number (collectively referred
11 to as the “PAGA List”) no later than no later than 21 calendar days after the Effective Date. After
12 updating the PAGA List, the Settlement Administrator will mail the Notice and the Individual
13 Settlement Payment check to each member of the PAGA Group no later than 28 calendar days
14 after the Settlement Administrator receives the full Settlement Amount.

15 25. Under the settlement terms, for any Individual Settlement Payment check that is
16 returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the PAGA
17 Group member by performing an additional skip-trace and shall remail the Individual Settlement
18 Payment check. If the Settlement Administrator is unable to obtain a valid mailing address for a
19 returned check through this process, after the check void date, the Settlement Administrator will
20 send the monies represented by the check to the LWDA.

21 26. The funds represented by settlement checks that remain uncashed 180 days after
22 issuance will be remitted to the LWDA.

23 27. I am of the opinion that the Settlement and its distribution of approximately
24 \$130,753 to the LWDA and \$43,584 to the PAGA Group is fair, reasonable, and adequate, given
25 the inherent risk of continued litigation and the costs of pursuing such litigation.

26
27 ² See *e.g.*, *Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 (“PAGA has no notice requirements
28 for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); *Baumann*
v. Chase Inv. Servs. Corp. (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

28. The fairness, reasonableness, and adequacy of the settlement is demonstrated by the significant uncertainty and risks that Plaintiff will be unable to ultimately prevail on the merits. Defendant adamantly disputes that its practices regarding pay for covid and security checks, meal period, rest break, termination pay and wage statement practices violated any Labor Code provisions. If Defendant succeeded in any of its defenses, recovery for the LWDA and the PAGA Group will be significantly reduced or even eliminated.

29. Defendant has argued that, even if the Plaintiff succeeds on the merits, it will be able to convince the Court to reduce the amount of PAGA penalties awarded, which Plaintiff recognizes is a substantial risk as courts have authority to set PAGA penalty amounts under Labor Code § 2699(e)(2). Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial. In setting the penalties to be assessed, court have wide latitude.³ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);

³ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104, vacated in part, reversed in part on other grounds and remanded by (9th Cir. 2021) 999 F.3d 668, (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.*, *supra*, 384 F. Supp. 3d at 1073, 1080, 1101, 1103-04, 1111, (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

Plaintiff's Enhancement Award:

30. It is appropriate to recognize the contributions of the PAGA representative Plaintiff in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Delgado

1 receive a \$7,500 service award. Plaintiff was an essential element in the successful prosecution
2 and ultimate settlement of this PAGA case and has always made herself available during this
3 litigation to provide evidence and other information important to the prosecution as well as
4 responded to written discovery. She has also provided a general release of her claims.

5 31. The proposed enhancement award is fair given the amount of time and effort
6 Plaintiff spent assisting in the prosecution of this case and the personal hardship and pressure faced
7 because of filing this lawsuit against her former employer. If the Court approves the settlement,
8 Plaintiff's work bringing this representative PAGA action will result in substantial monetary
9 benefits for the LWDA and the PAGA Group. The Plaintiff has provided a declaration outlining
10 her efforts on behalf of the LWDA and the PAGA Group.

11 **Plaintiff's Counsel's Fee and Costs Request:**

12 32. Labor Code § 2699(g)(1) provides for reasonable attorneys' fees and costs in a
13 PAGA action. Plaintiff's Counsel is seeking a total award of \$100,000 fees and \$14,162.99 in out-
14 of-pocket costs from the Settlement Amount that Defendant is required to pay to settle this action.
15 The amount sought is reasonable because it is within the range for fee awards in similar wage and
16 hour-related settlements and considering the risks Plaintiff's Counsel undertook in accepting this
17 case given its contingent nature, the quality of the representation provided to the LWDA and
18 PAGA Group, the results achieved, and the preclusion of other employment, as discussed below.

19 33. The fee request also is supported by a lodestar cross-check. As discussed further
20 below, the combined lodestar of Keller Grover LLP is approximately \$147,690 and the combined
21 loadstar of co-counsel Capstone Law APC is \$33,220. The total for both firms with expected
22 additional time spent is \$188,140. A true and correct copy of Keller Grover LLP's time records
23 are attached hereto as **Exhibit 4**.

24 34. Through February 7, 2025, attorneys at Keller Grover LLP have spent over 194
25 hours litigating this case engaged in the litigation activities discussed above, along with other
26 necessary tasks required to litigate this case. Plaintiff's Counsel expects to spend at least another
27 10 hours finalizing this motion, attending the approval hearing, and dealing with settlement
28

administration issues. A bullet-point summary of some of the necessary tasks engaged in by Keller Grover LLP is below:

- Interviewed Plaintiff and reviewed documents and researched her potential claims.
- Researched and drafted the LWDA exhaustion letter.
- Researched and drafted the complaint.
- Propounded written discovery.
- Reviewed Defendant's discovery responses.
- Review Defendant's written discovery.
- Assisted Plaintiff in drafting her responses to Defendant's written discovery.
- Worked with Defense Counsel to obtain data for the mediation.
- Prepared a mediation brief and related materials.
- Reviewed materials provided by Defendant in connection with the mediation.
- Engaged in substantial mediation preparation.
- Attended the mediation session.
- Drafted the Settlement Agreement and related exhibits.
- Engaged with Defense Counsel in detailed discussions regarding the terms of the Settlement Agreement and related exhibits.
- Drafted the motion for approval and motion for award of fees and costs.

35. The following chart summarizes the hours expended by Plaintiff's Counsel at Keller Grover LLP in connection with this litigation through February 7, 2025:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁴	BILLING
Eric A. Grover	Partner	1988	\$1000	22.7	\$22,700
Robert Spencer	Sr. Associate	2005	\$725	172.4	\$124,990
Total Lodestar:					\$147,690

36. The rates used to calculate our attorneys' fees in this case are our 2025 rates. Keller Grover LLP's partners periodically establish hourly rates for all billable personnel in the firm.

⁴ In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated.

Keller Grover LLP's partners set the rates based on their regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, they obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. Keller Grover LLP's partners set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

37. Mr. Grover's reasonable hourly rate for this matter is \$1,000 per hour. This rate is based on his 34 years of experience and substantial involvement in class actions, including serving as lead or co-lead counsel in scores of employment, consumer, data breach, and privacy class and representative actions. *See also*, ¶¶ 2-4.

38. I am a 2005 graduate of the Loyola Law School of Los Angeles. I have spent my entire career at Keller Grover LLP and specializes in representing plaintiffs in consumer, privacy, and employment class and representative actions. My current reasonable hourly rate is \$725. *See also*, ¶ 5.

39. The lodestar of Keller Grover LLP through February 7, 2025 is \$147,690. Keller Grover expects to incur another \$7,250 in fees for a total final lodestar of \$154,940 an amount that represents a negative multiplier of 0.645. Adding in the additional loadstar of \$33,220 reflecting time spent by co-counsel Capstone Law APC,⁵ the combined loadstar of the two firms is \$188,140. This represents a negative multiplier of 0.53.

⁵ Declaration of Raul Perez in Support of Motion for Court Approval of the Parties' PAGA Settlement ("Perez Decl.")(filed concurrently herewith), at ¶¶ 16-17.

1 40. Plaintiff's Counsel's expertise representing California employees in representative
2 and class actions was crucial to negotiating a settlement with Defendant and obtaining a good
3 monetary result for the PAGA Group and the State. Also, Plaintiff's Counsel undertook the risk
4 of litigating this case on a contingency basis. Plaintiff's Counsel has financed the litigation and
5 was prepared to continue to do so through trial and any subsequent appeals.

6 41. Contingent Nature of Case and Risk to Counsel: This case was taken on a
7 contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of
8 litigation can be quite a burden.

9 42. Even with Plaintiff's Counsel's extensive experience litigating wage and hour
10 cases, prosecuting these cases still carries a considerable amount of risk. This case involved
11 significant uncertainty and risk in ultimately not prevailing on the merits. Defendant disputes
12 Plaintiff's ability to prove that it violated the Labor Code provisions underlying her PAGA claims
13 and raised what it considers to be substantial defenses to the PAGA claims. Also, even if Plaintiff
14 prevailed on the merits, Labor Code § 2699(e)(2) allows the Court to award penalties of less than
15 the maximum set forth in the statute. Continued litigation of this action presents significant risks
16 that this action could result in a lower recovery or no recovery at all.

17 43. Quality of Representation and Results Achieved: The nature of class and
18 representative action work and the expertise of the attorneys at Keller Grover also justify the fees
19 requested. I and the attorneys who worked on this case have expertise in representing employees
20 in similar representative and class actions based on wage and hour violations and have provided
21 the LWDA and PAGA Group with an exceptional quality of representation.

22 44. Because of that experience, we were able to resolve the action fairly and obtain
23 significant monetary benefits to the LWDA and reasonable monetary benefits to the PAGA Group
24 members. The Settlement Agreement benefits the State by providing that approximately
25 \$130,752.76 will be paid to California's LWDA. PAGA Group members also each will receive,
26 on average, an Individual Settlement Payment of \$145.28. The success achieved by the settlement
27 supports the fee request.

28 45. Preclusion of Other Work: A practice like ours can only properly litigate a limited

number of cases at one time. The requirements of this case were significant. Had we not reached a settlement with Defendant, the demands of continuing to litigate this case through trial would have required a significant portion of our resources. Thus, we were precluded from taking other cases due to the demands of this case.

Plaintiff's Counsel's Costs:

46. Keller Grover LLP's costs to date are \$11,321.18 and include filing fees, legal research fees, consultant fees, mediation fees, service fees, printing costs, and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur additional costs of approximately \$300 through the rest of the case, including additional filing fees, service fees, and mailing costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit 5**. Additionally, Plaintiff's co-counsel Capstone Law APC has incurred \$2,541.81.⁶ The combined costs of Keller Grover LLP and Capstone Law APC, including the \$300 in expected future costs Keller Grover LLP expects to incur, totals \$14,162.99.

47. Plaintiff's Counsel therefore is seeking the Court's approval of \$14,162.99 in costs.

48. Thus, Plaintiff's Counsel is seeking \$100,000 in attorneys' fees and \$14,162.99 in costs, for a total of \$114,162.99.

Settlement Uploaded to LWDA

49. Concurrently with the submission of the Settlement Agreement to the Court, Plaintiff is submitting the settlement to the LWDA as required by Labor Code § 2699(1)(2). On February 28, 2025, I personally uploaded the following documents to the LWDA website: 1) Notice of Motion and Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 2) Memorandum of Points and Authorities in Support of Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 3) Notice of Motion and Motion for an Order Awarding Attorneys' Fees and Cost, Enhancement Payments, and Settlement Administration Fees, 4) Memorandum of Points and Authorities in Support of

⁶ Perez Decl. at ¶ 20 (filed concurrently herewith).

1 Motion for an Order Awarding Attorneys' Fees, Costs, Enhancement Payment, and Settlement
2 Administration Fees, 5) the parties' Labor Code Private Attorneys General Act Settlement
3 Agreement, 6) the proposed order, 7) Declaration of Plaintiff Dalia Delgado, 8) Declaration of
4 Raul Perez in Support of Motion for Court Approval of the Parties' PAGA Settlement, and 9) this
5 declaration.

6 I declare under penalty of perjury under the laws of the State of California and the United
7 States that the foregoing is true and correct, and that this Declaration was executed on this 28th
8 day of February, 2025 at San Francisco, California.

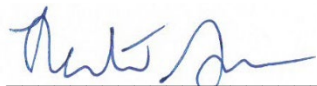
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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

DALIA DELGADO, on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV15615

**LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT**

Complaint Filed: July 5, 2023
Trial Date: TBD

1 This Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement
2 Agreement (“Settlement Agreement”) is made by and between DALIA DELGADO (“Plaintiff”),
3 on her own behalf and on behalf of all members of the PAGA Group (as defined below) and the
4 State of California, on the one hand, and AVALON VILLA HEALTH CARE LLC
5 (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Delgado v.*
6 *Avalon Villa Health Care, LLC*, filed in Los Angeles Superior Court, Case No. 23STCV15615.
7 This Settlement Agreement resolves all claims under the California Labor Code Private
8 Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, based on or arising out
9 of alleged violations of the Labor Code, including all claims that were or could have been alleged
10 based on the factual allegations and identified Labor Code sections in the LWDA Letter and/or
11 the operative pleading for the Litigation (defined below).

12 **I. DEFINITIONS**

13 **A. Administrative Costs.** The term “Administrative Costs” as used herein means
14 all administrative costs of settlement, including cost of notice to the PAGA Group,
15 administration, and any fees and costs incurred or charged by the Settlement Administrator in
16 connection with the execution of its duties under this Settlement Agreement.

17 **B. Agreement or Settlement Agreement.** The terms “Agreement” or “Settlement
18 Agreement” are used synonymously herein to mean this Labor Code Private Attorneys General
19 Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement.

20 **C. Court.** The term “Court” as used herein means the Superior Court of the State
21 of California for the County of Los Angeles.

22 **D. Defendant.** The term “Defendant” as used herein means Avalon Villa Health
23 Care, LLC.

24 **E. Defendant’s Counsel.** The term “Defendant’s Counsel” as used herein means
25 Kahana & Feld LLP.

26 **F. Effective Date.** This Agreement shall become effective when all of the following
27 events have occurred (“Effective Date”): (i) the Settlement Agreement has been executed by
28 Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel; (ii) Notice of the Settlement

1 has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv) the Court
2 has entered the Court's Final Order and Judgment; and (v) the later of the following events: (a)
3 when the period for filing any appeal, writ, or other appellate proceeding opposing approval of
4 the settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding
5 having been filed; (b) when any appeal, writ or other appellate proceeding opposing the
6 settlement has been dismissed finally and conclusively with no right to pursue further remedies
7 or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final
8 Order and Judgment with no right to pursue further remedies or relief. If the Court declines to
9 approve the Settlement, the Parties will work in good faith to address the Court's concerns. If,
10 after the Parties have exhausted all good faith efforts to obtain approval of the Settlement
11 Agreement, the Court declines to approve the settlement, the entire Settlement Agreement is
12 deemed void and unenforceable as if no settlement of any claim was ever reached.

13 **G. Individual Settlement Payment.** The term "Individual Settlement Payment" as
14 used herein means the pro rata payment that each member of the PAGA Group will receive as
15 his or her share of the Net Settlement Amount. The portion of the Net Settlement Amount to be
16 distributed to the PAGA Group (*i.e.*, 25% of the Net Settlement Amount) shall be divided by the
17 total number of pay periods which the PAGA Group worked for Defendant during the PAGA
18 Release Period, with partial pay periods rounded up to the next whole number and as determined
19 by Defendant's records. This amount shall be known as the "Pay Period Value." Each member
20 of the PAGA Group shall be paid an amount equal to the number of individual pay periods he or
21 she worked for Defendant during the PAGA Release Period multiplied by the Pay Period Value.
22 Defendant represents that, based on a reasonable investigation of its records, the total number of
23 full pay periods worked by individuals in the PAGA Group, including Plaintiff, does not exceed
24 10,000. If the actual number of pay periods worked by individuals in the PAGA Group between
25 April 28, 2022 through November 21, 2024, inclusive, exceeds this estimate by more than 10%
26 (*i.e.*, the total number of pay periods exceeds 11,000), then Defendant may elect to either (1) end
27 the PAGA Release Period on the date that the number of pay periods worked by individuals in
28 the PAGA Group reaches 11,000 or (2) increase the Settlement Amount on a proportional basis

(i.e., if there was a 11% increase in the number of pay periods over 10,000, Defendant will increase the Settlement Amount by 1%).

H. Litigation. The term “Litigation” as used herein means the action entitled *Delgado v. Avalon Villa Health Care, LLC*, filed in Los Angeles County Superior Court, Case No. 23STCV15615.

I. LWDA Payment. The term “LWDA Payment” as used herein means the seventy-five percent (75%) of the Net Settlement Amount payable to the California Labor and Workforce Development Agency (“LWDA”).

J. Net Settlement Amount. The term “Net Settlement Amount” as used herein means the Settlement Amount minus any award of attorneys’ fees and litigation costs to Plaintiff’s Counsel, Administrative Costs, and Plaintiff’s enhancement award. Pursuant to the statutory requirements of PAGA, seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA and twenty-five percent (25%) of the Net Settlement Amount will be paid to the PAGA Group based on the distribution formula set forth in this Agreement.

K. PAGA Group. The PAGA Group is defined as: All persons within the State of California who are or were employed by Defendant in the State of California as hourly or non-exempt employees at any time within the PAGA Release Period. Defendant represents that, based on a reasonable investigation of its records, the total number of individuals in the PAGA Group, including Plaintiff, does not exceed 300.

L. PAGA Release Period. Except as provided herein, the term “PAGA Release Period” shall refer to the period from and including April 28, 2022 through November 21, 2024, inclusive.

M. Plaintiff. The term “Plaintiff” as used herein means Dalia Delgado.

N. Plaintiff’s Counsel. The term “Plaintiff’s Counsel” as used herein means Keller Grover LLP and Capstone Law APC.

O. Settlement Administrator. The term “Settlement Administrator” as used herein means Simpluris, Inc., which will be responsible for the administration of the settlement embodied in this Agreement and all related matters.

1 **P. Settlement Amount.** Except as provided herein, the term “Settlement Amount”
2 means a fund in the sum of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)
3 which shall be paid by Defendant in six (6) monthly installment payments of \$50,000.00. The
4 first installment of the Settlement Amount shall be deposited with the Settlement Administrator
5 by Defendant within 30 calendar days of the date upon which the Court grants approval of the
6 Settlement. Defendant is fully authorized, but not in any way required, to prepay all or parts of
7 this amount with no penalty or fee. The Settlement Amount shall cover, resolve, and fully satisfy
8 the Administrative Costs and all amounts owed to Plaintiff, the PAGA Group, the LWDA, and
9 Plaintiff’s Counsel, including all amounts allocated to attorneys’ fees and litigation costs. Except
10 in the event the actual pay periods for the PAGA Release Period exceed 11,000, and Defendant
11 chooses not to shorten the PAGA Release Period in accordance with this Agreement, Defendant
12 shall not be required to pay more than the Settlement Amount.

13 **II. BACKGROUND**

14 A. On July 5, 2023, Plaintiff filed her Complaint in Los Angeles County Superior
15 Court against Defendant for penalties pursuant to Labor Code § 2699(f) for alleged violations
16 and penalties under Labor Code §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194,
17 1194.2, 1197, 1197.1, 1198, 1199, and 2802. After engaging in discovery, counsel for the Parties
18 met and conferred with respect to the potential settlement of the Litigation. Pursuant to these
19 discussions, the Parties agreed to exchange additional informal discovery and engage in private
20 mediation. The Parties subsequently exchanged additional informal discovery, including
21 information and documentation concerning the claims set forth in the Litigation and information
22 regarding the number of PAGA Group members and the total pay periods worked by the PAGA
23 Group during the PAGA Release Period.

24 B. Plaintiff, Defendant, and their respective counsel have engaged in good faith,
25 arms-length negotiations. On November 21, 2024 the Parties participated in a mediation with
26 Kelly A. Knight, Esq., which resulted in reaching a resolution of this matter. The Parties have
27 now entered into a more detailed, formalized Settlement Agreement for submission to the Court
28 for approval.

1 C. Plaintiff's counsel has conducted an investigation of the law and facts relating to
2 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
3 issues involved, the expense and time necessary to pursue the Litigation through trial and any
4 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
5 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
6 the Plaintiff, the State of California, and the members of the PAGA Group pursuant to this
7 Agreement, and that a settlement with Defendant on the terms and conditions set forth herein is
8 fair, reasonable, adequate, and in the best interests of the State of California and the PAGA
9 Group. Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to
10 settle the Litigation with Defendant on the terms set forth herein.

11 D. Defendant has concluded that, because of the substantial expense of defending
12 against the Litigation, the length of time necessary to resolve the issues presented herein, the
13 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
14 interests to accept the terms of this Agreement. Defendant denies each of the allegations and
15 claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle
16 the Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing
17 litigation, and for the purpose of putting to rest the controversies engendered by the Litigation.

18 E. This Agreement is intended to and does effectuate the full, final, and complete
19 resolution of all allegations and claims under the California Labor Code Private Attorneys
20 General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, based on or arising out of alleged
21 violations of the Labor Code on behalf of non-exempt employees, including all claims that were
22 and/or could have been alleged based on the factual allegations and identified Labor Code
23 sections in the in the LWDA Letter and/or the operative pleading for the Litigation.

24 **III. JURISDICTION**

25 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
26 Litigation includes claims that, while Defendant denies in their entirety, would, if proven,
27 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
28 approval of this Agreement, pursuant to California Code of Civil Procedure § 664.6 the Court

1 shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and
2 enforcing this Agreement consistent with the terms set forth herein, and the Parties and their
3 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
4 enforcing this Agreement and all orders and judgments entered in connection therewith.

5 **IV. STATEMENT OF NO ADMISSION**

6 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
7 cause of action. This Agreement does not constitute, and is not intended to constitute, an
8 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
9 made against it in the LWDA Letter and/or the Litigation.

10 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
11 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
12 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
13 to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible
14 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
15 or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
16 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
17 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
18 case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
19 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
20 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
21 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
22 the Court that has as its purpose the interpretation, implementation, or enforcement of this
23 Agreement, or any orders or judgments of the Court entered in connection with the settlement.

24 C. None of the documents produced or created by Plaintiff or her counsel in
25 connection with the approval of this settlement or administration of this settlement constitute,
26 and are not intended to constitute, an admission by Defendant of any violation of any federal,
27 state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or
28 duty at law or in equity.

1 D. Nothing in this Agreement will be construed as an admission or
2 acknowledgement of any kind that any group should or would be given collective or
3 representative treatment in the Litigation or in any other action or proceeding. Further, neither
4 this Agreement nor the Court's actions regarding this Agreement will be admissible in any court
5 or other tribunal regarding the propriety of collective or representative treatment. In the event
6 that this Agreement is not approved by the Court or any appellate court, is terminated, or
7 otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected
8 in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed
9 to have waived, limited, or affected in any way any of their objections or defenses in the
10 Litigation.

11 **V. RELEASE**

12 **A. Scope of PAGA Release.**

13 Upon approval of this settlement by the Court, Plaintiff, individually and as a
14 representative acting as a proxy or agent of the LWDA, a State of California Executive Branch
15 Agency, in this Litigation, agrees to release Defendant and Defendant's officers, directors,
16 owners, shareholders partners, current and former employees, parents, subsidiaries, affiliates,
17 attorneys, insurers, and all agents thereof (collectively, the "Released Parties"), of and from any
18 and all claims under the California Labor Code Private Attorneys General Act of 2004
19 ("PAGA"), Labor Code §§ 2698, *et seq.*, that were or could have been alleged on behalf of non-
20 exempt employees based on the factual allegations and identified Labor Code sections in the
21 LWDA Letter and/or operative pleading for the Litigation, including, but not limited to, any
22 claim for failure to pay wages (including minimum wage and overtime), claims regarding failure
23 to pay for off-the-clock work, including but not limited to time spent undergoing covid safety
24 checks, security checks, working through meal periods, engaging in pre- or post-shift activities,
25 responding to work-related inquiries off-the-clock, reducing time actually worked in
26 Defendant's timekeeping system, and/or deducting time for meal periods that were not actually
27 taken, failure to pay wages at the appropriate or proper rate of pay, failure to timely pay wages
28 during employment, failure to timely pay wages upon separation of employment, failure to

1 provide meal periods including first and subsequent meal periods, short, late, and/or interrupted
2 meal periods, failure to pay meal period premium payments including failure to pay meal period
3 premiums at the proper rate of pay, failure to authorize and permit rest periods including first
4 and subsequent rest periods, short, late, and/or interrupted rest periods, failure to pay rest period
5 premium payments including failure to pay rest period premium payments at the proper rate of
6 pay, failure to issue accurate wage statements, failure to timely pay all wages owed both during
7 and at any cessation of employment, and/or failure to reimburse business expenses. This Release
8 shall include all claims and theories arising under California Labor Code sections §§ 201-203,
9 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as
10 well as all applicable Industrial Welfare Commission (“IWC”) Wage Orders during the PAGA
11 Release Period (the “Released Claims”). The Parties further agree to release all claims for costs,
12 fees, and interest related to the Released Claims. The Parties further agree that this Agreement
13 and judgment to be entered by the Court following approval of this settlement forever bars
14 Plaintiff and the LWDA, directly or through any other proxy or agent, from any future
15 prosecution of any of the Released Claims against any of the Released Parties.

16 **B. General Release by Plaintiff Only.**

17 In addition to the release in Section V.A, in exchange for the consideration set forth in
18 this Agreement, Plaintiff makes the additional following general release of all claims, known or
19 unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights,
20 liabilities, and causes of action of every nature and description whatsoever, known or unknown,
21 asserted or that might have been asserted, whether in tort, contract, or for violation of any state
22 or federal statute, rule, regulation, or ordinance including but not limited to those arising out of,
23 relating to, or in connection with Plaintiff’s employment with Defendant through the date of this
24 Agreement as well as any and all acts or omissions by or on the part of Defendant through the
25 date of this Agreement. (The release set forth in this Paragraph shall be referred to hereinafter
26 as the “Plaintiff’s General Release.”) With respect to the Plaintiff’s General Release, the Plaintiff
27 stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
28 waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits

1 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
2 law, which provides:

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

7 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this settlement are
8 found hereafter to be other than or different from the facts now believed to be true, the release of
9 claims contained in the Plaintiff's General Release shall be effective as to all unknown claims.

10 However, specifically excluded from this general release of claims by Plaintiff relating
11 to workers' compensation, unemployment insurance, or any other claims that cannot be waived
12 by law.

13 **VI. SETTLEMENT ADMINISTRATOR**

14 Plaintiff and Defendant, through their respective counsel, have selected Simpluris, Inc.
15 as the Settlement Administrator to administer the settlement, which includes but is not limited
16 to distributing and responding to inquiries about the Notice of Settlement and calculating all
17 amounts to be paid from the Settlement Amount, including the Individual Settlement Payments.
18 The Administrative Costs are estimated to be no more than \$4,000 and will be paid from the
19 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
20 allocated \$4,000 will come from the Settlement Amount and will be subject to approval by the
21 Court. If the actual Administrative Costs are less than the Parties' estimation, the difference
22 between the actual and estimated Administrative Costs will be included in the Net Settlement
23 Amount.

24 **VII. NOTICE**

25 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice
26 of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A"** which in substance will
27 be provided to the members of the PAGA Group as follows:

28 As soon as practicable following the Court's approval of the Settlement, but no later than

21 calendar days after the Effective Date, Defendant will provide to the Settlement Administrator the following information about each PAGA Group member: (1) name; (2) last known home address; (3) number of pay periods as a PAGA Group member during the PAGA Release Period; and (4) social security number (collectively referred to as the “PAGA List”). To protect the PAGA Group’s rights to privacy, the Administrator must maintain the PAGA List in confidence, use the PAGA List only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA List to Administrator employees who need access to the PAGA List to effect and perform under this Agreement.

The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database, which provides updated addresses for any individual who has moved in the previous four years and who has notified the U.S. Postal Service of a forwarding address, to obtain current address information. Within 28 calendar days after the Settlement Administrator’s receipt of the Settlement Amount, the Settlement Administrator will mail the Notice together with the Individual Settlement Payments to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, after the check void date, the monies represented by the check shall be sent to the LWDA.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution

The portion of the Net Settlement Amount to be distributed to the PAGA Group (*i.e.*, 25% of the Net Settlement Amount) shall be divided by the total number of pay periods which the PAGA Group worked for Defendant during the PAGA Release Period, with partial pay periods rounded up to the next whole number and as determined by Defendant’s records. This amount shall be known as the “Pay Period Value.” Each member of the PAGA Group shall be

1 paid an amount equal to the number of individual pay periods he or she worked for Defendant
2 during the PAGA Release Period multiplied by the Pay Period Value.

3 The portion of the Net Settlement amount to be distributed to the LWDA (*i.e.*, 75% of
4 the Net Settlement Amount) shall be paid by the Administrator from the Gross Settlement
5 Amount to the LWDA within 28 calendar days after the Settlement Administrator's receipt of
6 the complete Settlement Amount and the Effective Date is met.

7 **B. Funding of the Settlement Amount.**

8 The funding of the Settlement Amount by Defendant will be completed in six (6) monthly
9 installment payments of \$50,000.00. The monthly installment payments will be provided to and
10 escrowed by the Settlement Administrator. The first installment of the Settlement Amount shall
11 be deposited with the Settlement Administrator by Defendant within 30 calendar days of the
12 Court's approval of the Settlement.

13 If a PAGA Group member is deceased at the time of distribution, the Settlement
14 Administrator shall distribute the deceased PAGA Group member's Individual Settlement
15 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to
16 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA
17 Group member's estate and attempt to place the deceased PAGA Group member's payment in
18 escrow or similar disposition such that any competing heirs may take whatever action they wish
19 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
20 hereto may disclaim any further interest in or obligation in relation to such money.

21 Settlement checks will specifically indicate that they are void if not negotiated within
22 180 days of their issuance. Any settlement checks that remain uncashed 180 or more calendar
23 days after issuance by the Settlement Administrator shall be voided and the Settlement
24 Administrator will remit the entire amount of each PAGA Group member's uncashed Individual
25 Settlement Payment to the LWDA.

26 The Administrator shall promptly send a replacement check to any member of the PAGA
27 Group whose original check was lost or misplaced and which is requested by the PAGA Group
28 member prior to the void date.

1 **C. Time for Distribution of the Enhancements to Plaintiff, Attorneys’ Fees and**
2 **Litigation Costs to Plaintiff’s Counsel, the LWDA Payment and**
3 **Administrative Costs.**

4 The Settlement Administrator shall cause the Court approved enhancement to Plaintiff,
5 attorneys’ fees and litigation costs awarded to Plaintiff’s Counsel, and the LWDA Payment to
6 be paid within 28 days of the complete funding of the Settlement Amount and the Effective Date
7 is met. The Settlement Administrator may pay itself the Court-approved administrative costs
8 once the Individual Settlement Payments have been mailed out.

9 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

10 The amounts paid under this Agreement do not represent a modification of any
11 previously credited hours of service under any employee benefit plan, policy, or bonus program
12 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
13 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
14 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
15 this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary,
16 earnings, wages, or any other form of compensation for the purposes of Defendant’s benefit plan,
17 policy or bonus program. Defendant retains the right to modify the language of its benefit plans,
18 policies, and bonus programs to effect this intent and to make clear that any amounts paid
19 pursuant to this Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any
20 similar measuring term as defined by applicable plans, policies, and bonus programs for purpose
21 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
22 benefits are not required by this Agreement.

23 **X. PLAINTIFF’S COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS**

24 Defendant shall not oppose an application by Plaintiff’s Counsel for, and Plaintiff’s
25 Counsel shall not seek or receive an amount more than one-third of the Settlement Amount, for
26 all past and future attorneys’ fees necessary to prosecute, settle, and administer the Litigation
27 and this Agreement. Additionally, Defendant shall not oppose an application by Plaintiff’s
28 Counsel for reimbursement of all past and future litigation costs and expenses necessary to

1 prosecute, settle, and administer the Litigation and this Agreement, which Plaintiff's Counsel
2 estimates will not exceed \$20,000. Any attorneys' fees or litigation costs awarded to Plaintiff's
3 Counsel by the Court shall be deducted from the Settlement Amount for the purpose of
4 determining the Net Settlement Amount, and the Administrator shall pay Plaintiff's Counsel fees
5 and expenses and report the payments on one or more IRS 1099 forms. This amount shall include
6 all attorneys' fees, litigation costs, and expenses for which Plaintiff and Plaintiff's Counsel could
7 claim in this Litigation under any legal theory whatsoever. Released Parties shall have no
8 liability to Plaintiff's Counsel or any other Plaintiff's counsel arising from any claim to any
9 portion of any fee and/or litigation costs award. Should the Court approve a lesser percentage
10 or amount of fees and/or litigation costs than the amount that Plaintiff's Counsel seeks, then the
11 unapproved portion or portions shall revert to the Net Settlement Amount. The award of fees
12 and/or litigation costs to Plaintiff's Counsel is not a material term of this Agreement and does
13 not give rise to a basis to abrogate this Agreement.

14 **XI. ENHANCEMENT TO PLAINTIFF**

15 Defendant shall not oppose an application by Plaintiff to seek or receive an amount not
16 to exceed \$7,500 for her participation in and assistance with the Litigation. Any enhancement
17 awarded to Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose
18 of determining the Net Settlement Amount, and shall be reported on IRS Form 1099-misc. If
19 the Court approves an enhancement of less than \$7,500 then the unapproved portion shall revert
20 into the Net Settlement Amount. The award of an enhancement payment to Plaintiff is not a
21 material term of this Agreement and does not give rise to a basis to abrogate this Agreement.

22 **XII. TAXATION AND ALLOCATION**

23 For withholding tax characterization purposes and payment of taxes, the Net Settlement
24 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):
25 100% as penalties.

26 PAGA Group members may receive an IRS Form 1099 for their portion of the settlement,
27 if deemed required by the Settlement Administrator (in compliance with IRS guidelines).
28

1 **XIII. COURT APPROVAL**

2 Plaintiff's Counsel will prepare and deliver to Defense Counsel all documents necessary
3 for obtaining approval of this Settlement under Labor Code § 2699 (f)(2) including (i) a draft
4 proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from
5 Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA
6 documents (initial notice of violations (Labor Code § 2699.3 (a)), operative Complaint (Labor
7 Code § 2699 (l)(1)), this Agreement (Labor Code § 2699 (l)(2))).

8 This Agreement is contingent upon approval by the Court. Plaintiff and Defendant agree
9 to take all steps as may be reasonably necessary to secure approval of this Agreement, to the
10 extent not inconsistent with the terms of this Agreement.

11 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR**

12 The Settlement Administrator shall keep Plaintiff's Counsel and Defendant's Counsel
13 apprised of all distributions from the Settlement Amount. Upon completion of administration of
14 the Settlement, the Settlement Administrator shall provide written certification of such
15 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall
16 provide a final accounting, including the names of payees and the amounts of the Individual
17 Settlement Payments.

18 **XV. MISCELLANEOUS PROVISIONS**

19 **A. Stay of Litigation.**

20 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
21 approval of this Agreement by the Court.

22 **B. Interpretation of the Agreement.**

23 This Agreement constitutes the entire agreement between Plaintiff and Defendant.
24 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
25 other written or oral representations or terms, and no such extrinsic oral or written
26 representations or terms shall modify, vary, or contradict its terms. In entering into this
27 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
28 may not be varied or contradicted by extrinsic evidence. This Agreement will be interpreted and

1 enforced under the laws of the State of California, both in its procedural and substantive aspects,
2 without regard to its conflict of law's provisions. Any claim arising out of or relating to this
3 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
4 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
5 hereby consent to the personal jurisdiction of the Court over them solely in connection therewith.
6 Plaintiff, on her own behalf and on behalf of the PAGA Group and the State of California, and
7 Defendant participated in the negotiation and drafting of this Agreement and had available to
8 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
9 may claim that any ambiguity in this Agreement should be construed against the other.

10 The terms and conditions of this Agreement constitute the exclusive and final
11 understanding and expression of all agreements between Plaintiff and Defendant with respect to
12 the resolution of the Litigation. This Agreement may be modified only by a writing signed by
13 counsel for all Parties or their successors-in-interest.

14 **C. Further Cooperation.**

15 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
16 and execute all documents, to seek approval of this Agreement from the Court, and to do all
17 things reasonably necessary or convenient to consummate this Agreement as expeditiously as
18 possible.

19 **D. Counterparts.**

20 This Agreement may be executed in one or more actual or non-original counterparts, all
21 of which will be considered one and the same instrument and all of which will be considered
22 duplicate originals.

23 **F. Authority.**

24 Each individual signing below warrants that he or she has the authority to execute this
25 Agreement on behalf of the party for whom or which that individual signs.

26 **G. No Third-Party Beneficiaries.**

27 Plaintiff, members of the PAGA Group, the State of California, Defendant and Released
28 Parties are direct beneficiaries of this Agreement. The Parties are not aware of any third-party

beneficiaries.

H. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision.

K. Defendant's Fees and Costs

All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendant.

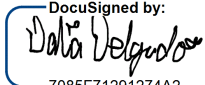
L. Waiver of Right to Appeal

Provided the Court's judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

APPROVED AS TO CONTENT:

11/25/2024

DATED: November __, 2024

DocuSigned by:

7085F74201274A2...
Dalia Delgado

DATED: November __, 2024

AVALON VILLA HEALTH CARE, LLC

By: _____

beneficiaries.

H. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision.

K. Defendant's Fees and Costs

All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendant.

L. Waiver of Right to Appeal

Provided the Court's judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

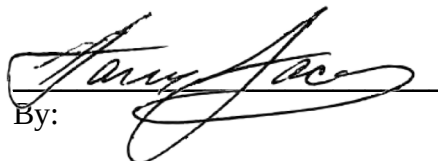
APPROVED AS TO CONTENT:

DATED: November __, 2024

Dalia Delgado

DATED: November __, 2024

AVALON VILLA HEALTH CARE, LLC

By: 

1 **APPROVED AS TO FORM:**

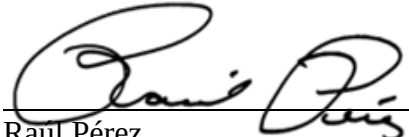
2
3 DATED: November 26, 2024

KELLER GROVER LLP

4
5 By: 
Eric A. Grover
Robert W. Spencer
Attorneys for Plaintiff

6
7
8
9 DATED: November 25, 2024

CAPSTONE LAW APC

10
11 By: 
Raul Pérez
Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin
Attorneys for Plaintiff

12
13
14
15
16
17 DATE: November ___, 2024

KAHANA & FELD LLP

18
19 By: _____
Brad Stuckey
Avi Attal
Attorneys for Defendant

1 **APPROVED AS TO FORM:**

2
3 DATED: November ____, 2024

KELLER GROVER LLP

4
5 By: _____
6 Eric A. Grover
7 Robert W. Spencer
8 Attorneys for Plaintiff

9 DATED: November ____, 2024

CAPSTONE LAW APC

10
11 By: _____
12 Raúl Pérez
13 Roxanna Tabatabaeepour
14 Ryan Tish
15 Alexander Wallin
16 Attorneys for Plaintiff

17 DATE: ~~November~~ December 18, 2024

KAHANA & FELD LLP

18
19 By:  _____
20 Brad Stuckey
21 Avi Attal
22 Attorneys for Defendant
23
24
25
26
27
28

EXHIBIT A

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

DALIA DELGADO, on behalf of herself,
and all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV15615

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, ET SEQ.)**

You have been identified as an hourly or non-exempt employee who worked for Avalon Villa Health Care, LLC (“Avalon” or “Defendant”) in California April 28, 2022 through November 21, 2024, inclusive (“Covered Employee”).

On July 5, 2023 a complaint was filed in Los Angeles County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Covered Employees were not paid for all hours worked, were not provided proper meal periods or rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner, were not reimbursed for business expenses, and worked off-the-clock without compensation.

Avalon denies all of Plaintiff’s allegations and disputes all of Plaintiff’s claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiff or Avalon is correct on the merits and, by agreeing to settle, Avalon does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. By law, 75% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 25% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendant’s records, worked by all Covered Employees between April 28, 2022 through November 21, 2024, inclusive. This amount shall be known as the “Pay Period Value.” Each Covered Employee shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between April 28, 2022 through November 21, 2024, inclusive. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment

within 180 days, the check will be canceled and the funds will be sent to the State Labor and Workforce Development Agency.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency (“LWDA”), either directly or through any other proxy or agent:

Upon approval of this settlement by the Court, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Litigation, agrees to release Defendant and Defendant’s officers, directors, owners, shareholders, partners, current and former employees, parents, subsidiaries, affiliates, attorneys, insurers, and all agents thereof (collectively, the “Released Parties”), of and from any and all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, et seq., that were or could have been alleged on behalf of non-exempt employees based on the factual allegations and identified Labor Code sections in the LWDA Letter and/or operative pleading for the Litigation, including, but not limited to, any claim for failure to pay wages (including minimum wage and overtime), claims regarding failure to pay for off-the-clock work, including but not limited to time spent undergoing covid safety checks, security checks, working through meal periods, engaging in pre- or post-shift activities, responding to work-related inquiries off-the-clock, reducing time actually worked in Defendant’s timekeeping system, and/or deducting time for meal periods that were not actually taken, failure to pay wages at the appropriate or proper rate of pay, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide meal periods including first and subsequent meal periods, short, late, and/or interrupted meal periods, failure to pay meal period premium payments including failure to pay meal period premiums at the proper rate of pay, failure to authorize and permit rest periods including first and subsequent rest periods, short, late, and/or interrupted rest periods, failure to pay rest period premium payments including failure to pay rest period premium payments at the proper rate of pay, failure to issue accurate wage statements, failure to timely pay all wages owed both during and at any cessation of employment, and/or failure to reimburse business expenses. This Release shall include all claims and theories arising under California Labor Code sections §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission (“IWC”) Wage Orders during the PAGA Release Period (the “Released Claims”). The Parties further agree to release all claims for costs, fees, and interest related to the Released Claims. The Parties further agree that this Agreement and judgment to be entered by the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the Released Claims against any of the Released Parties.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at _____.

EXHIBIT 2

KELLER GROVER LLP

1965 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103
TELEPHONE: (415) 543-1305
FAX: (415) 543-7861

Robert Spencer, Esq.
rspencer@kellergrover.com

April 28, 2022

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Avalon Villa Health Care, LLC

Dear Sir or Madam:

The undersigned represents Ms. Dalia Delgado, a former employee of Avalon Villa Health Care, LLC (“Avalon Villa”), on behalf of aggrieved employees currently and formerly employed in the State of California by Avalon Villa. The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Avalon Villa operates a skilled nursing and rehabilitation facility in Los Angeles, California. Ms. Delgado worked for Defendant as an hourly Dietary Aid from approximately June 6, 2019 to October 31, 2022 in Los Angeles, California.

In numerous ways, Avalon Villa failed to pay Ms. Delgado and other aggrieved employees all minimum, overtime, and double-time wages due. This leads to violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001.

Avalon Villa required Ms. Delgado and other aggrieved employees to take rapid covid tests every two weeks on Mondays and Thursdays. Due to the large number of staff undergoing the covid tests, a line would develop and it would take approximately 30-40 minutes, including wait time. Avalon Villa did not pay Plaintiff or other aggrieved employees for this time.

Avalon Villa also began performing security bag checks in approximately February 2020. These checks took about 10 minutes and were unpaid. When the pandemic started, Avalon Villa began doing temperature checks combined with the bag checks. Avalon Villa also required Ms. Delgado and other aggrieved employees to don their protective gear before entering the facility. The combined time of the security check, temperature check, and donning protective gear took

approximately 15 minutes per shift as every employee was checked. All of this time was unpaid.

At the end of the shift, Avalon Villa required Ms. Delgado and other aggrieved employees to doff their safety gear after they clocked out and exited the facility. This takes another two to three minutes and is unpaid.

Avalon Villa also required Ms. Delgado and other aggrieved employees to utilize their personal cellular telephones outside of work hours. If the facility had a call-out, Avalon Villa required Ms. Delgado and other aggrieved employees to utilize their personal cellular telephones to call their coworkers to see if they could find someone to fill the shift. This happened approximately twice a month in Ms. Delgado's final year of employment. It took approximately one hour to make the telephone calls. Avalon Villa never paid Ms. Delgado or other aggrieved employees for this time.

Additionally, Ms. Delgado and other aggrieved employees had to utilize their personal vehicles to run errands for Avalon Villa and were not compensated for this time. During her last year of employment, Ms. Delgado had to run errands to the grocery to pick up food items to prepare meals for the patients. She had to do this approximately twice per month and it took approximately 30 minutes each time. This time was unpaid.

Further, Ms. Delgado and other aggrieved employees often had their meal periods cut short. They were locked out of the timekeeping system and could not clock-in, leading to additional unpaid time.

Ms. Delgado and other aggrieved employees also were not paid reporting time pay. Approximately once per month Ms. Delgado would be sent home approximately 10-15 minutes after she reported to work and Avalon Villa did not pay her for either reporting time or her time actually worked.

Avalon Villa violated Labor Code §§ 226.7, 512, 1198, and 1199, and IWC Wage Order 5-2001 by failing to provide Ms. Delgado and other aggrieved employees with adequate meal periods due to understaffing. Ms. Delgado's first meal periods were often late, however management instructed her to clock-out prior to the end of the fifth hour of work to make it seem as though her meal period was timely. Her meal periods were also interrupted and cut short approximately two to three times per month due to understaffing and needing to assist with meal preparation.

Ms. Delgado worked numerous long shifts of over 12 hours but did not receive a second meal period. Ms. Delgado missed her second meal period approximately two to three times per month. Ms. Delgado is also aware that hourly employees similarly did not receive their meal periods.

Defendant began paying Ms. Delgado and other aggrieved employees premium pay for some missed meal periods, however Avalon Villa did not pay Ms. Delgado and other aggrieved employees premium pay for every missed, short, and/or untimely meal period. Additionally, when Avalon Villa required Ms. Delgado and other aggrieved employees to cut their meal periods short, Avalon Villa did not properly record their time leaving additional violations for unpaid wages.

Avalon Villa violated Labor Code §§ 226.7, 1198, and 1199, and IWC Wage Order 5-2001 by failing to authorize and permit Ms. Delgado and other aggrieved employees to take adequate rest breaks. Ms. Delgado estimates that she only received one rest break per day despite working eight hours and even double-shifts of up to 16 hours a day. Ms. Delgado did not receive premium pay for any of these rest break violations. Similarly, other aggrieved employees also did not receive their legally required rest breaks and were not paid premium pay for missed, untimely, and/or short rest periods.

Due to the violations described above, Ms. Delgado and other aggrieved employees did not receive all wages in a timely manner as required by Labor Code § 204. These aggrieved employees are owed unpaid minimum, overtime and double-time wages for the unpaid work described above, as well as and premium pay for missed, untimely, and/or short meal periods and rest breaks.

Moreover, those who are no longer employed by Avalon Villa did not receive all wages due at the time of discharge, a violation of Labor Code §§ 201, 202, and 203. Ms. Delgado and other aggrieved employees are still owed unpaid minimum, overtime, and double-time wages for the violations described above.

Ms. Delgado and other aggrieved employees received itemized wage statements that failed to comply with Labor Code § 226(a). The wage statements issued to Ms. Delgado and other aggrieved employees did not show the correct number of hours worked or gross wages earned as they are missing the unpaid minimum, overtime, and double-time wages as described above, as well as premium pay for missed meal and rest breaks. Avalon Villa's violations of Labor Code § 226(a) lead to corresponding violations of Labor Code § 226.3.

Avalon Villa violated Labor Code § 2802 by failing to reimburse Ms. Delgado and other aggrieved employees for their business expenses incurred at Avalon Villa's direction. Avalon Villa required Ms. Delgado and other aggrieved employees to utilize their personal cellular telephones for work purposes. Defendant resorted to contacting Ms. Delgado and other aggrieved employees via their personal cellular telephones both at work and after hours. Defendant would telephone Ms. Delgado and other aggrieved employees while they were on their breaks to ask them to return to assist with various duties. As described above, Defendant also required Ms. Delgado and other aggrieved employees to use their personal cellular telephones to call co-workers to assist in covering shifts. Defendant did not reimburse Ms. Delgado and other aggrieved employees for the business use of their cellular telephones in violation of Labor Code § 2802. In addition, Ms. Delgado and

other aggrieved employees occasionally had to go to the grocery store to purchase food items when the kitchen was short, they were not reimbursed for utilizing their personal vehicles for Defendant's business purposes.

Notice to Avalon Villa of Attempt to Settle this Dispute:

This notice shall represent Ms. Delgado's reasonable attempt to settle this dispute with Avalon Villa prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Avalon Villa of Ms. Delgado's mentioned grievances and the proposed remedies as detailed below, while affording Avalon Villa a reasonable opportunity to meet Ms. Delgado's demands.

Demand is hereby made that Avalon Villa shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Avalon Villa shall comply with all California labor and employment laws and ensure that all non-exempt employees are given required meal periods and rest breaks.
2. Avalon Villa shall pay Ms. Delgado and all other hourly employees employed California at any time during the past 48 months back pay and compensation, and out-of-pocket business expenses for all of the above-referenced violations.
3. Avalon Villa shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the meal periods required by Labor Code §§ 226.7, 512, 1198, and 1199 and IWC Wage Order 5-2001, § 11.
4. Avalon Villa shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 5-2001, § 12.
5. Avalon Villa shall pay waiting time penalties equal to 30 days of pay to each former non-exempt employee who was not paid all wages due as described herein.
6. Avalon Villa shall pay accrued interest to all employees on all sums owed (other than penalties) at the rate of ten percent per annum.
7. Avalon Villa shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).
8. Avalon Villa shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA,

Labor Code §§ 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Conclusion:

If you have any questions, please feel free to telephone me at (415) 543-1305. In addition, should Avalon Villa wish to discuss resolution of the issues raised in this letter, they should direct counsel to contact me at the same telephone number.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robert Spencer', is written over a light blue horizontal line.

ROBERT SPENCER

cc: Avalon Villa Health Care, LLC
Attn: Legal Dept
4035 Grand View Boulevard
Los Angeles, California 90066
Return Receipt No: 7022 0410 0002 3830 8590

Avalon Villa Health Care, LLC
c/o Harry Jacobs
Registered Agent for Service of Process
4035 Grand View Boulevard
Los Angeles, California 90066
Return Receipt No.: 7022 0410 0002 3830 8606

KELLER GROVER LLP
1965 MARKET STREET
SAN FRANCISCO, CA 94103



7022 0410 0002 3830 8590

FIRST-CLASS



US POSTAGE^{IMP}PITNEY BOWES
ZIP 94103
02 7H
0006072912
\$ 008.34⁰
APR 28 2023

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Avalon Villa Health Care, LLC
Attn: Legal Dept
4035 Grand View Boulevard
Los Angeles, California 90066

2.

7022 0410 0002 3830 8590

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt™
for Merchandise

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Avalon Villa Health Care, LLC
Attn: Legal Dept
4035 Grand View Boulevard
Los Angeles, California 90066

KELLER GROVER LLP
1965 MARKET STREET
SAN FRANCISCO, CA 94103

CERTIFIED MAIL®



7022 0410 0002 3830 8606

FIRST-CLASS



US POSTAGETM PITNEY BOWES
ZIP 94103 02 7H \$ 008.34⁰
0006072912 APR 28 2023

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Avalon Villa Health Care, LLC
c/o Harry Jacobs
Registered Agent for Service of Process
4035 Grand View Boulevard
Los Angeles, California 90066

2.

7022 0410 0002 3830 8606

(over \$500)

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered MailTM
- ☐ Registered Mail Restricted Delivery
- ☐ Signature ConfirmationTM

Return Receipt
for Merchandise

Domestic Return Receipt

Avalon Villa Health Care, LLC
c/o Harry Jacobs
Registered Agent for Service of Process
4035 Grand View Boulevard
Los Angeles, California 90066

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) _____ C. Date of Delivery <u>5-1</u>
1. Article Addressed to: Avalon Villa Health Care, LLC Attn: Legal Dept 4035 Grand View Boulevard Los Angeles, California 90066	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. (Transfer from service label) 7022 0410 0002 3830 8590	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ Return Receipt for Merchandise
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) _____ C. Date of Delivery <u>5-1</u>
1. Article Addressed to: Avalon Villa Health Care, LLC c/o Harry Jacobs Registered Agent for Service of Process 4035 Grand View Boulevard Los Angeles, California 90066	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. (Transfer from service label) 7022 0410 0002 3830 8606	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ Return Receipt for Merchandise
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

EXHIBIT 3

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
DALIA DELGADO

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

DALIA DELGADO, on behalf of herself, and
all aggrieved employees,

Plaintiff,

v.

AVALON VILLA HEALTH CARE, LLC; and
DOES 1 through 100, inclusive,

Defendants.

Case No: **23STCV15615**

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. VIOLATIONS OF THE LABOR CODE;
2. PENALTIES; and
3. ATTORNEYS' FEES.**

Plaintiff DALIA DELGADO, on behalf of herself and all aggrieved employees, complains against Defendants AVALON VILLA HEALTH CARE, LLC and Does 1 through 100 (all referred to collectively as “Defendants” or “AVALON VILLA”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

3. Venue is proper in this Court under California Code of Civil Procedure § 395.5 because Defendants’ principal place of business listed on the Secretary of State’s webpage is located in Los Angeles County at 4035 Grand View Boulevard, Los Angeles, California 90066.

II. PARTIES AND BACKGROUND

4. Plaintiff DALIA DELGADO is an adult who worked for Defendants as an hourly dietary aid for Defendants from approximately June 6, 2019 through October 31, 2022.

5. Defendant AVALON VILLA HEALTH CARE, LLC is a California limited liability company doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1 through 100, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and on that ground alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other

losses as alleged are proximately caused by those occurrences.

7. On behalf of the State of California and all aggrieved employees who worked as hourly non-exempt employees in California at any time or times during the applicable statute of limitations, Plaintiff seeks all applicable penalties, interest, attorneys' fees, costs and other sums for each violation of: (a) California Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1 and 1199 and the applicable IWC Wage Order (failure to pay wages, including minimum wages and overtime, for all hours worked), (b) Labor Code § 1198, 1199 and the applicable IWC Wage Order (failure to pay reporting time pay), (c) California Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods); (d) California Labor Code § 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to authorize and permit rest breaks); (e) policy and practice of violating California Labor Code §§ 226 and 226.3 (failure to provide accurate itemized wage statements); (f) California Labor Code §§ 201-203 (failure to pay former aggrieved employees all wages due and owing at the time of discharge or voluntary quit); (g) California Labor Code § 204 (failure to pay aggrieved employees in a timely manner); and (h) California Labor Code § 2802 (failure to reimburse aggrieved employees for all necessary expenditures and losses incurred at the direction of and/or on behalf of Defendants).

III. FACTUAL ALLEGATIONS

8. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking PAGA penalties interest, attorneys' fees, costs and other sums for violations of the Labor Code.

9. AVALON VILLA operates a skilled nursing facility in Los Angeles, California.

10. At all relevant times, Plaintiff performed work for AVALON VILLA as an hourly dietary aid. During her employment with AVALON VILLA, Plaintiff was typically scheduled to work five days a week, however she generally was called-in and worked six days a week or more. She typically worked eight or more hours in a shift, including multiple shifts over 10 hours, and even some double-shifts up to 16-hours a day.

11. Defendants have implemented a policy and practice of failing to pay Plaintiff and other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage,

1 for compensable time spent under AVALON VILLA's direction and control, including pre-shift
2 and post-shift activities off-the-clock. Among other things, Plaintiff and other aggrieved
3 employees were required to undergo covid testing, temperature testing, bag checks, and don and
4 doff protective gear off-the-clock. Plaintiff and other aggrieved employees also had to utilize their
5 personal cellular telephones and personal vehicles for business purposes, all while not clocked-in.
6 As such, Plaintiff and other aggrieved employees did not receive any pay whatsoever for this
7 time.

8 12. AVALON VILLA employed a policy and practice of failing to pay Plaintiff and
9 other aggrieved employees reporting time pay. Plaintiff was sent home numerous times after
10 reporting for a scheduled shift and did not receive reporting pay. AVALON VILLA's failure to
11 pay reporting time pay violates Labor Code §§ 1198, 1199, and the applicable IWC Wage Order.

12 13. At all relevant times, Labor Code §§ 226.7 and 512 and the applicable IWC Wage
13 Order required employers to provide employees with a first meal period of not less than 30
14 minutes during which they are relieved of all duty (referred to as "duty-free") before working
15 more than five hours, and a second duty-free meal period of not less than 30 minutes before
16 working more than 10 hours in a day. As alleged herein, AVALON VILLA employed a policy
17 and practice of failing to provide all meal periods to Plaintiff and other aggrieved employees.
18 Plaintiff's first meal period was often late, however management instructed her to clock-out prior
19 to the end of the fifth hour of work to make it seem as though her meal period was timely. Her
20 meal periods were also interrupted and cut short approximately two to three times per week due
21 to understaffing. Plaintiff also worked numerous shifts over 10-hours, including some double-
22 shifts up to 16-hours a day, and did not receive a second meal period. On information and belief,
23 other aggrieved employees also missed their meal periods.

24 14. At all relevant times, Labor Code § 226.7 and the applicable IWC Wage Order
25 required employers to authorize and permit a paid rest break of at least 10 minutes for every four
26 hours of work performed or major fraction thereof. An employee working more than ten hours in
27 a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged
28 herein, AVALON VILLA employed a policy and practice of failing to permit and authorize rest

1 periods and/or paying rest period premiums to aggrieved employees for such rest periods not
2 provided, in violation of the Labor Code and Wage Order 4-2001. Plaintiff estimates that she only
3 received one rest break per day, despite regularly working over eight hours per day as well as
4 working double-shifts up to 16 hours a day. On information and belief, other aggrieved
5 employees also missed their rest periods.

6 15. Labor Code § 226 provides that every employer is required, “semimonthly or at
7 the time of each payment of wages,” to provide each employee with an itemized wage statement
8 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
9 and “all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee.” Lab. Code § 226(a). Defendants implemented
11 a policy and practice of violating Labor Code § 226 by failing to provide complete and accurate
12 itemized wage statements to Plaintiff and other aggrieved employees in that the wage statements
13 provided did not, among other things, display the correct “total hours worked” and “gross wages
14 earned” in violation of Labor Code § 226(a). Through its violation of Labor Code § 226(a),
15 Defendants also violated Labor Code § 226.3

16 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
17 203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time
18 of discharge or voluntary quit. Plaintiff and other aggrieved employees who no longer are
19 employed by Defendants still are owed minimum wages and overtime, as well as premium pay
20 for missed meal periods and rest breaks.

21 17. AVALON VILLA employed a policy and practice of failing to pay Plaintiffs and
22 other aggrieved employees all wages due and owing in a timely manner as required by Labor
23 Code § 204.

24 18. Defendants implemented a policy and practice of violating Labor Code § 2802 by
25 failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and
26 losses incurred in their work for Defendants. AVALON VILLA required Plaintiff and other
27 aggrieved employees to utilize their personal telephones for business purposes. Defendants
28 resorted to telephoning Plaintiff and other aggrieved employees on their personal cellular

telephones both at work as well as outside normal working hours. Moreover, during the course of their relationship with AVALON VILLA, certain aggrieved employees have been required to use their personal vehicles for business purposes, including running errands on behalf of Defendants. Plaintiff and other aggrieved employees have not received full reimbursement and/or indemnity for all necessary expenditures or losses incurred in connection with the expenses described above.

IV. REPRESENTATIVE ACTION ALLEGATIONS

19. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until compliance with the law, performed work in California for AVALON VILLA as hourly employees.

20. On behalf of all aggrieved employees, Plaintiff seeks PAGA penalties under Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (b) §§ 1198 and 1999 and the applicable IWC Wage Order (failure to pay reporting pay);
- (c) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and the applicable IWC Wage Order (failure to pay minimum wages and overtime);
- (d) §§ 226.7, 512(a), 1198 and 1199 and the applicable IWC Wage Order (failure to provide meal periods);
- (e) §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order (failure to provide rest breaks);
- (f) §§ 226(a) and 226.3 (failure to provide itemized wage statements);
- (g) §§ 201-203 (failure to pay wages upon termination);
- (h) § 204 (failure to pay wages in a timely manner); and
- (i) § 2802 (failure to reimburse business expenses);

21. There is a well-defined community of OR The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom

Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and the applicable IWC Wage Order by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including wages compensable pre- and post-shift activities; (2) violated the Labor Code and the applicable IWC wage order by failing to pay aggrieved employees reporting time pay, (3) violated the Labor Code and the applicable IWC Wage Order by failing to provide aggrieved employees with all of their required off-duty meal periods and failing to pay the required missed-meal-period premiums for each meal period that was not provided; (4) violated the Labor Code and the applicable IWC Wage Order by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (5) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (6) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; (7) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; and (8) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

22. Plaintiff's claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

23. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

24. Plaintiff requests permission to amend the Complaint to include additional

representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

V. FIRST CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

25. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

26. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

27. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

28. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

29. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

30. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as the applicable IWC Wage Order.

31. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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VI. SECOND CAUSE OF ACTION
(UNPAID REPORTING TIME PAY –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

32. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

33. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

34. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violator and against whom one or more of the alleged violations were committed.

35. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 1198 and 1199.

36. By the actions alleged herein, Defendants failed to pay Plaintiff and other aggrieved employees reporting time pay in violation of Labor Code §§ 1198 and 1199.

37. Therefore, Plaintiff, for herself and all current and former aggrieved employees and on behalf of the State of California, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 1198 and 1199.

38. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VII. THIRD CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

39. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

40. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

41. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code

Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

42. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

43. By the actions alleged herein, Defendants failed to provide Plaintiffs and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

44. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and the applicable IWC Wage Order.

45. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

46. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

47. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

48. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

49. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

50. By the actions alleged herein, Defendants failed to authorize and permit aggrieved

employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

51. Therefore, Plaintiff and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and the applicable IWC Wage Order.

52. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

**(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

53. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

54. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

55. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

56. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

57. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, AVALON VILLA employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate," the correct "total hours worked," and the "gross wages earned." In addition, the wage statements did not include premium pay for missed meal and rest periods.

58. Therefore, Plaintiff, for herself and all current and former aggrieved employees on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively will seek Labor Code § 2699(f) penalties.)

59. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

X. SIXTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

60. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

61. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

62. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

63. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

64. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

65. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

66. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

67. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

68. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

69. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

70. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

71. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

72. Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

73. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVI. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

74. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

75. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

76. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged

violators and against whom one or more of the alleged violations was committed.

77. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

78. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiff and the other aggrieved employees.

79. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

80. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

XVII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 1198 and 1199 and the applicable IWC Wage Order (failure to pay reporting time pay) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- iv. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- v. For civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- viii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing

of the Complaint and up to and including the present and until the date of compliance with the law;

ix. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5

x. For all interest as required by Labor Code § 218.6 or any other applicable law;

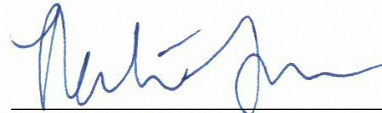
xi. For such other and further relief as the Court should deem proper.

Dated: July 5, 2023

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees

EXHIBIT 4

Avalon Villa Health Care, LLC, 12589-1001
Billing Details by Matter
Inception –February 10, 2025, Eric A. Grover

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT (\$)	DESCRIPTION
7/5/2023	Eric Grover	\$1,000.00	1	\$ 1,000.00	Review and revise complaint; discuss venue with R Spencer.
7/6/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Review standing orders.
8/2/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Review notice of reassignment and research re new judge.
8/4/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Review cmc notice.
8/22/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Review and analyze answer to complaint.
9/21/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
9/25/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Emails re draft protective order.
9/27/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Emails re mediation and protective order.
10/5/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re protective order.
10/8/2023	Eric Grover	\$1,000.00	1	\$1,000.00	Review defendant's discovery requests.
10/10/2023	Eric Grover	\$1,000.00	1	\$1,000.00	Initial review defendant's discovery responses.
11/17/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
10/20/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails with R Spencer re discovery and mediation.
10/23/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
11/13/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Review draft Belaire notice and emails re same.
11/15/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re discovery and mediation issues.
11/16/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re discovery issues.
12/10/2023	Eric Grover	\$1,000.00	0.8	\$800.00	Review and revise draft mediation information request and email R Spencer re same.
12/14/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Review emails and attachments re motion to compel issues.
12/19/2023	Eric Grover	\$1,000.00	0.5	\$500.00	Letters back and forth between the parties re the start of the PGA period for mediation; emails re Belaire process.
12/27/2023	Eric Grover	\$1,000.00	0.3	\$300.00	Belaire mailing related emails.
1/4/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re Belaire process.
1/17/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
1/19/2024	Eric Grover	\$1,000.00	0.1	\$100.00	Review weekly Belaire report.
1/22/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Mediation related emails.

1/26/2024	Eric Grover	\$1,000.00	0.1	\$100.00	Review weekly report.
1/29/2024	Eric Grover	\$1,000.00	0.5	\$500.00	Emails re substitution of counsel and mediation; d/ R Spencer re same.
1/31/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation and substitution of counsel.
2/2/2024	Eric Grover	\$1,000.00	0.5	\$500.00	Multiple emails re mediation; discuss with R Spencer.
2/8/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
2/9/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation and Belaire list.
2/12/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Mediation related emails.
3/14/2024	Eric Grover	\$1,000.00	0.5	\$500.00	emails re mediation and research suggested mediators
3/16/2024	Eric Grover	\$1,000.00	0.3	\$300.00	mediation related emails
3/18/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Mediation emails
3/21/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re moving CMC
3/26/2024	Eric Grover	\$1,000.00	2	\$2,000.00	Draft questionnaire to be sent to affected employees and email R Spencer re same.
4/2/2024	Eric Grover	\$1,000.00	0.5	\$500.00	Review and revise next version of questionnaire
4/9/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation
4/15/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediator selection.
4/17/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
4/23/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Mediation emails.
4/25/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Emails re mediation.
5/9/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Discuss surveys with R spencer.
6/6/2024	Eric Grover	\$1,000.00	0.6	\$600.00	Review and revise updated mediation information request; discuss surveys with R Spencer.
9/9/2024	Eric Grover	\$1,000.00	0.2	\$200.00	Emails re change of defense counsel
9/19/2024	Eric Grover	\$1,000.00	0.1	\$100.00	Review email re change of defendant's counsel
9/25/2024	Eric Grover	\$1,000.00	0.1	\$100.00	Email re new defense counsel.
10/1/2024	Eric Grover	\$1,000.00	0.2	\$200.00	Emails with R Spencer re change of defense counsel and upcoming mediation.
10/23/2024	Eric Grover	\$1,000.00	0.3	\$300.00	Review mediation data provided by defense counsel and emails with R Spencer re same.
11/12/2024	Eric Grover	\$1,000.00	1	\$1,000.00	Review and revise draft mediation brief.
11/21/2024	Eric Grover	\$1,000.00	0.9	\$900.00	Multiple calls and emails with R Spencer re mediation and settlement

Total:	22.7	\$22,700
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Avalon Villa Health Care, LLC, 12589-1001**Billing Details by Matter**

Inception – February 7, 2025, Robert Spencer

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT (\$)	DESCRIPTION
04/25/2023	Robert Spencer	\$725.00	0.30	\$217.50	Telephone call with Plaintiff.
04/25/2023	Robert Spencer	\$725.00	4.30	\$3,117.50	Draft PAGA letter.
04/28/2023	Robert Spencer	\$725.00	0.50	\$362.50	Finalize and upload PAGA letter.
06/28/2023	Robert Spencer	\$725.00	3.50	\$2,537.50	Draft complaint.
06/28/2023	Robert Spencer	\$725.00	0.20	\$145.00	Telephone call with Plaintiff.
06/29/2023	Robert Spencer	\$725.00	2.00	\$1,450.00	Proofread and edit complaint; send to E. Grover for review.
07/05/2023	Robert Spencer	\$725.00	1.50	\$1,087.50	Finalize and file complaint.
07/05/2023	Robert Spencer	\$725.00	0.10	\$72.50	Telephone Plaintiff.
07/11/2023	Robert Spencer	\$725.00	0.20	\$145.00	Respond to e-mails from co-counsel.
08/28/2023	Robert Spencer	\$725.00	1.50	\$1,087.50	Edit draft of discovery drafted by N. Clark; send to N. Clark for additional changes.
08/29/2023	Robert Spencer	\$725.00	2.00	\$1,450.00	Edit draft of discovery; send to E. Grover for review.
09/12/2023	Robert Spencer	\$725.00	3.00	\$2,175.00	Edit and finalize discovery; have staff serve.
09/21/2023	Robert Spencer	\$725.00	0.30	\$217.50	Review e-mails from opposing counsel; e-mail co-counsel.
09/25/2023	Robert Spencer	\$725.00	0.10	\$72.50	E-mails with co-counsel regarding potential mediators.
09/25/2023	Robert Spencer	\$725.00	1.50	\$1,087.50	Edit protective order; send to co-counsel for review.
10/23/2023	Robert Spencer	\$725.00	1.40	\$1,015.00	Telephone call with Plaintiff; work on discovery responses.
10/02/2023	Robert Spencer	\$725.00	0.20	\$145.00	E-mail mediator; check on dates.
10/05/2023	Robert Spencer	\$725.00	0.20	\$145.00	E-mails regarding mediation.
10/05/2023	Robert Spencer	\$725.00	0.40	\$290.00	Review and sign protective order; ask co-counsel to sign; send to opposing counsel.
10/11/2023	Robert Spencer	\$725.00	0.10	\$72.50	Telephone plaintiff.
10/11/2023	Robert Spencer	\$725.00	1.60	\$1,160.00	Review discovery propounded on Plaintiff.
10/17/2023	Robert Spencer	\$725.00	0.30	\$217.50	Telephone call with Plaintiff.

10/19/2023	Robert Spencer	\$725.00	0.10	\$72.50	E-mail opposing counsel.
11/01/2023	Robert Spencer	\$725.00	0.70	\$507.50	E-mails with co-counsel, then opposing counsel; to reserve mediation dates; e-mail mediator regarding same.
11/01/2023	Robert Spencer	\$725.00	0.20	\$145.00	E-mail opposing counsel regarding discovery extension; calendar same.
11/01/2023	Robert Spencer	\$725.00	0.40	\$290.00	E-mail mediator with requested information for mediation.
11/11/2023	Robert Spencer	\$725.00	4.50	\$3,262.50	Review Defendant's responses to Plaintiff's interrogatories and form interrogatories; review Defendant's document production.
11/12/2023	Robert Spencer	\$725.00	4.00	\$2,900.00	Document review; review discovery responses.
11/13/2023	Robert Spencer	\$725.00	0.80	\$580.00	Telephone call with Plaintiff and N. Clark; review Plaintiff telephone bills.
11/18/2023	Robert Spencer	\$725.00	8.00	\$5,800.00	Edit draft of Plaintiff's responses to form interrogatories general, form interrogatories employment, and responses to requests for production.
11/19/2023	Robert Spencer	\$725.00	8.00	\$5,800.00	Edit draft of Plaintiff's responses to special interrogatories.
11/21/2023	Robert Spencer	\$725.00	7.50	\$5,437.50	Edit and finalize Plaintiff's discovery responses; review with Plaintiff; send and receive verifications.
11/22/2023	Robert Spencer	\$725.00	0.50	\$362.50	Finalize and serve discovery responses.
11/22/2023	Robert Spencer	\$725.00	1.50	\$1,087.50	Review Defendant's changes to Belaire letter; send to co-counsel; send final edits to opposing counsel.
11/26/2023	Robert Spencer	\$725.00	3.40	\$2,465.00	Review Defendant's document production.
11/28/2023	Robert Spencer	\$725.00	8.00	\$5,800.00	Draft meet and confer letter regarding Defendant's responses.
11/28/2023	Robert Spencer	\$725.00	0.50	\$362.50	Meet with N. Clark and discuss responding to Defendant's recent discovery responses.
12/06/2023	Robert Spencer	\$725.00	0.40	\$290.00	Get bids for Belaire notice.
12/07/2023	Robert Spencer	\$725.00	5.60	\$4,060.00	Review meet and confer letter and references to additional documents; draft mediation information request.
12/08/2023	Robert Spencer	\$725.00	0.20	\$145.00	E-mails with opposing counsel; have J. Gonzalez review Spanish version of Belaire notice; send clean copy of Belaire [English version] to opposing counsel for review.
12/11/2023	Robert Spencer	\$725.00	4.80	\$3,480.00	Draft meet and confer letter and send to Defendant.
12/11/2023	Robert Spencer	\$725.00	0.40	\$290.00	Finalize mediation information request; send to Defendant.
12/14/2023	Robert Spencer	\$725.00	0.30	\$217.50	Telephone call with opposing counsel.
12/14/2023	Robert Spencer	\$725.00	0.30	\$217.50	E-mail opposing counsel.
01/24/2024	Robert Spencer	\$725.00	1.00	\$725.00	Draft stipulation to continue case management conference; send to opposing counsel for review.
03/12/2024	Robert Spencer	\$725.00	0.20	\$145.00	E-mail opposing counsel.
03/18/2024	Robert Spencer	\$725.00	0.10	\$72.50	E-mail opposing counsel.

03/18/2024	Robert Spencer	\$725.00	0.10	\$72.50	E-mail co-counsel.
04/02/2024	Robert Spencer	\$725.00	2.50	\$1,812.50	Draft questionnaire, edit so it can be sent electronically via Survey Monkey.
04/03/2024	Robert Spencer	\$725.00	2.30	\$1,667.50	Draft questionnaire, edit so it can be sent electronically via Survey Monkey.
04/16/2024	Robert Spencer	\$725.00	0.30	\$217.50	Review calendar for potential mediation dates; email co-counsel regarding the same.
04/25/2024	Robert Spencer	\$725.00	0.70	\$507.50	Draft stipulation to continue case management conference; provide to Defendant to review; file and serve.
06/06/2024	Robert Spencer	\$725.00	0.50	\$362.50	Resend questionnaire.
06/06/2024	Robert Spencer	\$725.00	1.00	\$725.00	Update mediation information request; send to opposing counsel.
09/09/2024	Robert Spencer	\$725.00	0.30	\$217.50	Emails with opposing counsel.
10/01/2024	Robert Spencer	\$725.00	0.50	\$362.50	Telephone call with opposing counsel.
10/01/2024	Robert Spencer	\$725.00	4.00	\$2,900.00	Review file to prepare for mediation and check what information is required.
10/02/2024	Robert Spencer	\$725.00	3.00	\$2,175.00	Review audit of sample time records.
10/02/2024	Robert Spencer	\$725.00	0.20	\$145.00	Email opposing counsel.
10/03/2024	Robert Spencer	\$725.00	8.00	\$5,800.00	Audit Plaintiff's time records and audit of aggrieved employee records.
11/04/2024	Robert Spencer	\$725.00	4.00	\$2,900.00	Draft mediation brief.
11/05/2024	Robert Spencer	\$725.00	3.00	\$2,175.00	Review documents for mediation brief.
11/06/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Review documents; assemble exhibits for mediation brief.
11/11/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Edit mediation brief; send to E. Grover for review.
11/12/2024	Robert Spencer	\$725.00	1.50	\$1,087.50	Enter changes from E. Grover for mediation brief; send to co-counsel for review.
11/12/2024	Robert Spencer	\$725.00	3.00	\$2,175.00	Work with staff to finalize brief; review and double-check exhibits.
11/14/2024	Robert Spencer	\$725.00	1.00	\$725.00	Finalize and send out mediation brief.
11/15/2024	Robert Spencer	\$725.00	3.00	\$2,175.00	Draft settlement agreement; send to E. Grover for review.
11/18/2024	Robert Spencer	\$725.00	3.00	\$2,175.00	Draft damage calculation after reviewing time record audit by N. Clark; send to co-counsel for review.
11/19/2024	Robert Spencer	\$725.00	0.20	\$145.00	Telephone call with co-counsel.
11/20/2024	Robert Spencer	\$725.00	1.00	\$725.00	Edit settlement agreement draft; send to co-counsel; send to opposing counsel prior to mediation.
11/20/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Review timesheet and payroll sample by N. Clark for additional information for mediation.
11/20/2024	Robert Spencer	\$725.00	1.00	\$725.00	Obtain information regarding wage rates for co-counsel.

11/21/2024	Robert Spencer	\$725.00	8.00	\$5,800.00	Participate in mediation.
11/22/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Engage in multiple rounds of editing settlement agreement.
12/18/2024	Robert Spencer	\$725.00	0.20	\$145.00	Emails with opposing counsel.
12/26/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Draft PAGA approval motion.
12/27/2024	Robert Spencer	\$725.00	5.00	\$3,625.00	Draft attorneys fees' motion.
01/06/2025	Robert Spencer	\$725.00	1.50	\$1,087.50	Receive confirmation of costs from co-counsel, edit preliminary approval papers to insert final numbers, perform additional edits.
01/13/2025	Robert Spencer	\$725.00	0.50	\$362.50	Review remote appearance procedures for CMC; file and serve notice of remote appearance.
01/14/2025	Robert Spencer	\$725.00	0.50	\$362.50	Prepare for cmc.
01/15/2025	Robert Spencer	\$725.00	1.00	\$725.00	Attend cmc.

Total:			172.4	\$124,990	
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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **February 28, 2025**, in the case of *Dalia Delgado v. Avalon Villa Health Care, LLC*, Los Angeles Superior Court Case Number 23STCV15615, I served the foregoing document(s):

DECLARATION OF ROBERT W. SPENCER IN SUPPORT OF MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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Dalia Delgado

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ