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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—STANLEY MOSK COURTHOUSE

JENNIFER LOPEZ, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

COVENANT HOUSE CALIFORNIA, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV03629

Honorable Nicholas F. Daum
Department 507

DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, INDIVIDUAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

Reservation ID: 222032114120
Hearing Date: October 8, 2026
Hearing Time: 9:00 a.m.
Department: 507

Complaint Filed: February 13, 2024
Trial Date: None Set

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DECLARATION OF RYAN SLINGER

I, Ryan Slinger**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jennifer Lopez ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Chief Executive Officer of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

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to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

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Glendale, California 91203

He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), in New York (since 2013), and in Washington (since 2026) and she is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-

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certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. Joanna Ghosh is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, and drafting and finalizing settlement agreements.

THE LAWSUIT

7. Defendant is headquartered in Hollywood, California and operates youth shelters in Los Angeles, Anaheim, and the Bay Area. During the relevant time period, Defendant operated multiple locations in the United States, including approximately five locations in California. Plaintiff Jennifer Lopez is a former employee of Defendant.

8. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Jennifer Lopez that was dated December 8, 2023 ("PAGA Notice"). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as "**EXHIBIT 2**."

9. On February 13, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") against Defendant in the Los Angeles County Superior Court ("Court"), Case No. 24STCV03629 (the "Action"). Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

10. On March 27, 2024, Defendant filed an Answer to the Operative Complaint. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

THE SETTLEMENT REACHED IN THE ACTION

11. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Jennifer Lopez, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Covenant House California ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting

LAWYERS *for* JUSTICE, PC
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Glendale, California 91203

Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, Individual Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

12. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period between December 8, 2022 to May 8, 2025, or if applicable, the Alternate End Date. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 301 Aggrieved Employees who are credited with 9,091 Compensable Pay Periods.

13. Defendant has agreed to pay the gross amount of $450,000.00 ("Total Settlement Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of $157,500.00 for attorneys' fees and up to $20,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiff's Counsel"); (2) Individual Release Fee in the amount of $5,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to $5,500.00 to the PAGA Settlement Administrator. Plaintiff's Counsel seeks an award of reimbursement of litigation costs and expenses in the amount of $20,000.00, and assuming that the requested Attorneys' Fees and Costs, Individual Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $262,000.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $196,500.00 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be $65,500.00 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based upon the number of pay periods each Aggrieved Employee worked during the PAGA

LAWYERS *for* JUSTICE, PC
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Glendale, California 91203

Period ("Compensable Pay Periods"). The parties have agreed to retain Phoenix Settlement Administrators. ("Phoenix" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $5,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

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

15. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on May 8, 2025, conducted by Steven Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

16. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), and served notices of depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and wage and hour practices, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment records; Aggrieved Employees' time and pay data; various forms, agreements, and acknowledgments; and Defendant's operations and employment practices, policies, and procedures, among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

17. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

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

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

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

20. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

21. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that any of its other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

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

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

24. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

25. Plaintiff's Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs*. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *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

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *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); *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); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

26. Importantly, Defendant also contended that the claims of Plaintiffs and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding

PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

27. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

28. While Plaintiff disagrees with Defendant's contentions and maintains that her PAGA claim has merit, in reaching the settlement, Plaintiff and her counsel took into account the

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

29. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Steven Rottman, Esq., who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

30. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

31. Plaintiff alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

reimburse necessary business expenses. Specifically, Plaintiff contends that Defendant required Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and to remain on premises during rest periods and perform work. Further, Plaintiff contends that Defendant failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums, improperly deducted meal period time, and implemented an improper rounding procedure. Plaintiff's Counsel contends the key issues for the meal and rest break claims include allegations that aggrieved employees were required to stay on premises for meal and rest breaks, had their meal periods rounded, had time automatically deducted for meal periods that they did not actually receive, and experienced missed, late, short, and interrupted meal and rest breaks due to having to perform job responsibilities and tasks. As a result, Plaintiff contends that Defendant did not pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleges that Defendant intentionally and willfully failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed by Defendant, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Plaintiff contends that Defendant failed to reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use of personal cell phones, for work purposes.

32. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the

other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

33. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

34. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. <u>Failure to Pay Overtime Wages</u>: The potential value of civil penalties was estimated to be $894,050.00 (301 initial violations x $50 + 8,790 subsequent violations x $100). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $402,322.50), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $140,812.88), and a discount of 70% was applied

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $42,243.86).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $2,227,600.00 (301 initial violations x $100 + 8,790 subsequent violations x $250). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $1,002,420.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $350,847.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $105,254.10).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $894,050.00 (301 initial violations x $50 + 8,790 subsequent violations x $100). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $402,322.50), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $140,812.88), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $42,243.86).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $894,050.00 (301 initial violations x $50 + 8,790 subsequent violations x $100). A discount of 55% was applied to account for the risks associated with demonstrating manageability

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

(bringing the value of civil penalties closer to $402,322.50), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $160,929.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $48,278.70).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $17,600.00 (176 violations x $100 civil penalties). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $7,920.00), a

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450 North Brand Blvd., Suite 900
Glendale, California 91203

discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $3,168.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $950.40).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $2,227,600.00 (301 initial violations x $100 + 8,790 subsequent violations x $250). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $1,002,420.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $350,847.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $105,254.10).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $150,500.00 (301 aggrieved employees x $500 during the time period from December 8, 2022 to May 8, 2025 ("PAGA Period")). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $67,725.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $27,090.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $8,127.00).

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $1,788,100.00 (301 initial violations x $100 + 8,790 subsequent violations x $200). A discount of 55% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to $804,645.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $321,858.00), and a discount of 70% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $96,557.40).

35. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately , if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,750 for each of the 301 individuals, this would yield potential civil penalties in the amount of $526,750.00, and discounting that amount of civil penalties by 15% for risks associated demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $447,738.00.

36. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc*. (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of $100 per pay period is applied to each pay period. Here, there are approximately 9,091 pay periods in the relevant PAGA period, which would

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

generate an unstacked PAGA exposure of $909,100.00, and discounting that amount of civil penalties by 50% for risks associated with demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $454,550.00.

37. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

38. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $157,500.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

39. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **173.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

40. The work performed in this particular case, the background of Lawyers *for* Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least $850 for work performed by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of $855.96.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

41. The Settlement provides for reimbursement of litigation costs and expenses of up to $20,000.00. Plaintiff's Counsel seeks reimbursement of $20,000.00 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

INDIVIDUAL RELEASE FEE TO PLAINTIFF

42. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides Individual Release Fee to Plaintiff in the total amount of $5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested Individual Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive the Individual Release Fee, in addition any individual penalties payment she will receive as an aggrieved employee.

43. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

associated with continued litigation.

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

Executed this 5th day of August 2026, at Glendale, California.

/s/ Ryan Slinger
Ryan Slinger

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Jennifer Lopez ("Plaintiff"), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Covenant House California ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately August 2019 to approximately December 2022;

(b) On December 8, 2023, Lawyers *for* Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-998776-23 (the "PAGA Notice");

(c) On February 13, 2024, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Jennifer Lopez v. Covenant House California*, Superior Court for the County of Los Angeles ("Court") Case No. 24STCV03629 (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On May 8, 2025, the Parties mediated the Action with Steven Rottman, Esq., and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Four Hundred and Fifty Thousand Dollars ($450,000.00) (the "Total Settlement Amount"), subject to potential increase pursuant to Section 3(b) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is One Hundred and Fifty-Seven Thousand and Five Hundred Dollars ($157,500.00) if the Total Settlement Amount remains $450,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars ($20,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest. Released Parties shall have no liability to Plaintiff's Counsel or to any other plaintiff's counsel arising from any claim to any portion of the Attorneys' Fees and Costs payments. The PAGA Settlement Administrator will pay Attorneys' Fees and Costs using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(2) An individual release fee of up to the amount of Five Thousand Dollars ($5,000) ("Individual Release Fee") to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Five Hundred Dollars ($5,500.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators (the "PAGA Settlement Administrator" or "Phoenix").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount no later than twenty (20) calendar days after the Judgment is final. The Judgment is final as of the latest of the day the Court enters Judgment. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees") based upon the number of pay periods each Aggrieved Employee worked during the PAGA Period ("Compensable Pay Periods"). The period December 8, 2022 to May 8, 2025, or if applicable, the Alternate End Date, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion." Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Litigation and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice in this Action was submitted to the LWDA before June 19, 2024.

(b) Defendant represents that the Aggrieved Employees are estimated to consist of approximately 301 individuals who worked approximately 9,091 Compensable Pay Periods. If, at the close of the PAGA Period, the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 9,091, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 10,000 Compensable Pay Periods. Alternatively, Defendant may elect to end the PAGA Period on the last day in which the Compensable Pay Periods do not exceed 9,091 Compensable Pay Periods worked by the Aggrieved Employees during the PAGA Period ("Alternative End Date)."

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Individual Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. <u>Court Approval is Required</u>. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, the fulfillment of the promises contained herein, as well as Court approval of the Settlement, the Court entering Judgment on its Order Approving the PAGA Settlement and Final Judgment. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. <u>Disbursal of Settlement Funds</u>.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, twenty (20) days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. <u>Approval and Implementation of the PAGA Settlement</u>.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement under Labor Code Section 2699, subd. (f)(2), and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement under Labor Code Section 2699, subd. (f)(2), by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall prepare and deliver to Yvonne Arvanitis Fossati and Martin Vigodnier of Jackson Lewis P.C. ("Defendant's Counsel") for review all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from the PAGA Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee List; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defendant's Counsel.. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) Plaintiff's Counsel and Defendant's Counsel are jointly responsible for expeditiously obtaining a prompt hearing date for the motion, filing the application or motion for approval of this Settlement according to any applicable filing deadlines, and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Preliminary Approval to the PAGA Settlement Administrator.

(f) If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns

7. <u>Payment of Total Settlement Amount / Notice to Recipients</u>.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within twenty (20) calendar days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) The PAGA Settlement Administrator will calculate each Aggrieved Employee's PAGA settlement share ("Individual Settlement Share") by (1) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ("Employees' Portion") by the total number of Compensable Pay Periods of all Aggrieved Employees during the PAGA Period to yield the "PAGA Pay Period Value," and (2) multiplying the PAGA Pay Period Value by each Aggrieved Employee's individual number of Compensable Pay Periods during the PAGA Period to yield his or her Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS. Aggrieved Employees will assume full responsibility and liability for any taxes owed on their Individual PAGA payment.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) last known first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods. To protect Aggrieved Employees' privacy rights, the PAGA Settlement Administrator must maintain the Aggrieved Employee List in confidence, use the Aggrieved Employee List only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee List to PAGA Settlement Administrator employees who need access to the Aggrieved Employee List to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee List omitted employee identifying information and to provide a corrected or updated Aggrieved Employee List as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee List to the PAGA Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith to reconstruct or otherwise resolve any issues related to missing or omitted information on the Aggrieved Employee List.

(2) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The PAGA Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search prior to mailing the below-referenced PAGA Settlement Package.

(3) For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly within seven (7) days of receiving a returned check attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package if an alternate address is located as a result of the skip trace. The PAGA Settlement Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The PAGA Claims Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for not less than 180 calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Individual Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. <u>Release of Claims by Plaintiff, Aggrieved Employees, and the State of California</u>.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, former and current spouses, successors, and assigns will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent companies, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, past, present and future owners, officers, directors, shareholders, board members and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her former and current spouses, heirs, executors, administrators, representatives, attorneys, agents, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

(c) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, Plaintiff's Counsel agrees the Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the Settlement, including but not limited to any claim or to any portion of any Attorneys' Fees and Costs. .

9. Settlement Administration

(a) The Parties have jointly selected Phoenix to serve as the PAGA Settlement Administrator and have verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the PAGA Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

(b) The PAGA Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities, if necessary.

(c) The PAGA Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

(d) The PAGA Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the PAGA Settlement Administrator contained in this Agreement or otherwise.

10. Continuing Jurisdiction of the Court

(a) The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

(b) Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff Counsel's Attorneys' Fees and Costs, the Parties, 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.

11. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

12. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

13. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310 *et seq.*, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Steven Rottman, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this

Settlement Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

(f) Upon execution by all Parties and their counsel, this Settlement Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

(g) Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement Agreement including any amendments to this Settlement Agreement.

(h) The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Steven Rottman, Esq., and/or the Court for resolution.

(i) The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

(j) Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

(k) This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

(l) To the extent permitted by law, all agreements made, and orders entered during Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement.

(m) Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule.

(n) Unless otherwise noted, all reference to "days" in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement

Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

(o) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Electronically Signed 2026-04-22 00:29:03 UTC - 172.56.127.220
Nintex AssureSign® 856f3703-28fc-4dd0-c1b1-b430000121ac

Date: 04/21/2026 ,2026

Jennifer Lopez
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

COVENANT HOUSE CALIFORNIA

Date: April 16, 2026

Name: David Spitz
Title: Chief Operating and Finance Officer

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: April 21, 2026

Ryan Slinger
Harris Koepenick
Attorneys for Plaintiff Jennifer Lopez

JACKSON LEWIS P.C.

Date: April 16, 2026

Yvonne Arvanitis Fossati
Martin Vigodnier
Attorneys for Defendant Covenant House California

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Lopez v. Covenant House California*, Los Angeles Superior Court Case No. 24STCV03629

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Lopez v. Covenant House California*, Los Angeles Superior Court Case No. 24STCV03629 ("Action").

The lawsuit was filed on February 13, 2024 by Jennifer Lopez ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on December 8, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-998776-23 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. The Court has not decided the merits of Plaintiff s claims.

A settlement was reached between Plaintiff and Defendant Covenant House California ("Defendant").

On << Date>>, the Court entered the order approving the Settlement Agreement, thereby ordering that the Net Settlement Amount be paid 75% to the LWDA and 25% to all current and former hourly-paid or non-exempt employees who were worked for Defendant in the State of California during the period December 8, 2022 to May 8, 2025 ("Aggrieved Employees"). The period December 8, 2022 to May 8, 2025 is the "PAGA Period".

On << Date>>, Defendant fully funded the Total Settlement Agreement. You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the date the Court entered the order approving the Settlement Agreement and full funding of the Total Settlement Agreement, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE PC

December 8, 2023

BY ONLINE SUBMISSION

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

Re: ***COVENANT HOUSE CALIFORNIA; COVENANT HOUSE CALIFORNIA, INC.***

Dear Representative:

We have been retained to represent Jennifer Lopez against Covenant House California, and Covenant House California, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Covenant House") for violations of California wage-and-hour laws. Ms. Lopez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Lopez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Covenant House employed Ms. Lopez as an hourly-paid, non-exempt employee from approximately August 2019 to approximately December 2022, in the State of California.

The "aggrieved employees" that Ms. Lopez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Covenant House has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Covenant House required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, and completing COVID screening protocols. Covenant House rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Covenant House over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Lopez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Lopez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Covenant House required Ms. Lopez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Covenant House also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Covenant House failed to pay Ms. Lopez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Covenant House failed to pay Ms. Lopez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Covenant House did not provide Ms. Lopez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Covenant House were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Lopez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Lopez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Lopez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Lopez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Lopez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Covenant House failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Lopez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Covenant House did not provide Ms. Lopez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Covenant House failed to pay Ms. Lopez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Lopez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Covenant House failed to pay Ms. Lopez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Lopez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Lopez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Covenant House. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of footwear in compliance with the dress code, and the purchasing and maintenance of supplies.

Therefore, on behalf of all aggrieved employees, Ms. Lopez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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

With kind regards,

Gabriella Solé

Gabriella Sole, Esq.

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

Covenant House California
c/o Bill Bedrossian
Agent for Service of Process
1325 North Western Avenue
Los Angeles, CA 90027

Covenant House California, Inc.
1325 N Western Ave
Los Angeles, CA 90027

LS

LAWYERS FOR JUSTICE PC

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

PITNEY BOWES
$8.77 0
US POSTAGE IMI
FIRST-CLASS
026W0004897483
2000152203
ZIP 91203
DEC 08 2023

Covenant House California
c/o Bill Bedrossian
Agent for Service of Process
1325 North Western Avenue
Los Angeles, CA 90027

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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Covenant House California
c/o Bill Bedrossian
Agent for Service of Process
1325 North Western Avenue
Los Angeles, CA 90027

Sent To
PAGA Notice #1
Street
Jennifer Lopez vs Covenant House California, et al.
City, State, ZIP+4®

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

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:

Covenant House California
c/o Bill Bedrossian
Agent for Service of Process
1325 North Western Avenue
Los Angeles, CA 90027

9590 9402 8200 3030 6854 78

2. Article Number *(Transfer from service label)*

7021 2720 0000 9839 1892

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

COMPLETE THIS SECTION ON DE

A. Signature
X
B. Received by *(Printed Name)*
D. Is delivery address different from i
If YES, enter delivery address be

3. Service Type
☑ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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Mail Restricted Delivery
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LAWYERS FOR JUSTICE PC

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

PITNEY BOWES
$8.77 0
US POSTAGE IMI
FIRST-CLASS
026W0004897483
2000152203
ZIP 91203
DEC 08 2023

Covenant House California, Inc.
1325 N Western Ave
Los Angeles, CA 90027

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

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Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $

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Covenant House California, Inc.
1325 N Western Ave
Los Angeles, CA 90027

PAGA Notice #2
Jennifer Lopez vs Covenant House California, et al.

City, State, ZIP+4®

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

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:

Covenant House California, Inc.
1325 N Western Ave
Los Angeles, CA 90027

9590 9402 8200 3030 6854 85

2. Article Number *(Transfer from service label)*

7021 2720 0000 9839 1885

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

COMPLETE THIS SECTION ON DEL

A. Signature
X
B. Received by *(Printed Name)*
D. Is delivery address different from item
If YES, enter delivery address below

3. Service Type
☑ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Restricted Delivery

Domes

EXHIBIT 3

JENNIFER LOPEZ V. COVENANT HOUSE CALIFORNIA
Los Angeles County Superior Court Case No. 24STCV03629

ATTORNEY TASK AND TIME CHART

TASK	**LAWYERS *for* JUSTICE, PC**
Investigation and Research / Due Diligence	
Meet, Communicate and/or Review Communication with Plaintiff Jennifer Lopez ("Plaintiff")	8.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses	12.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on February 13, 2024)	7.50
Review Court's Notice of Case Assignment Unlimited Civil Case (filed on February 13, 2024)	0.20
Review Court's Notice of Case Management Conference (filed on February 22, 2024)	0.20
Review and Analyze Defendant Covenant House California's ("Defendant") Answer to Plaintiff's Complaint for Damages, and Research Affirmative Defenses in Defendant's Answer (served on March 27, 2024)	1.20
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on May 23, 2024)	0.90
Review Defendant's Case Management Statement (served on May 29, 2024)	0.30
Review Court's Minute Order Re: Case Management Conference (filed on June 12, 2024)	0.20

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Vacate the Trial Date and All Trial Related Deadlines and Hearings, and Continue Post-Mediation Status Conference; [Proposed] Order (submitted on October 7, 2024)	1.40
Review Court's Order to Vacate the Trial Date and All Trial Related Deadlines and Hearing, and Continue Post-Mediation Status Conference (filed on October 21, 2024)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on October 21, 2024)	0.20
Draft, Review, and/or Revise Notice of Settlement of Entire Case (filed on May 20, 2025)]	0.50
Review Court's Minute Order (filed on May 23, 2025)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Post-Mediation Status Conference and Vacate Trial Setting Conference; [Proposed] Order (submitted on May 23, 2025)	1.20
Review Court's Minute Order and Order to Continue Post-Mediation Status Conference and Vacate Trial Setting Conference (filed on May 28, 2025)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on June 6, 2025)	0.20
Draft, Review, and/or Revise Notice of May 23, 2025 Minute Order (filed on June 10, 2025)	0.20
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (Dates Remain) (filed on August 5, 2025)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on September 30, 2025)	0.90
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on October 15, 2025)	0.50
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Sanctions (filed on December 1, 2025)	1.30
Draft, Review, and/or Revise Declaration of Ani Menedjian in Response to Order to Show Cause Re: Sanctions (filed on December 1, 2025)	0.90

Review Declaration of Martin P. Vigodnier in Response to Order to Show Cause Re: Sanctions (served on December 1, 2025)	0.20
Review Court's Minute Order Re: Order to Show Cause Re: Why This Court Should Not Impose Sanctions Against Plaintiff's Counsel and Defendant's Counsel, for Their Failure to Appear in Court on October 15, 2025; Order to Show Cause Re: Dismissal (Settlement) (filed on December 18, 2025)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Dismissal (filed on March 3, 2026)	0.90
Review Court's Notice Re: Continuance of Hearing and Order (filed on March 10, 2026)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Dismissal (filed on May 5, 2026)	0.90
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on May 19, 2026)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Response to Order to Show Cause Re: Dismissal (filed on July 24, 2026)	0.90
Appearances	
Prepare for and Remotely Attend Initial Status Conference (June 12, 2024)	0.90
Prepare for and Remotely Attend Order to Show Cause Re: Dismissal (Settlement) & Sanctions (December 18, 2025)	0.90
Prepare for and Remotely Attend Order to Show Cause Re: Dismissal (Settlement) (May 19, 2026)	1.10
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jennifer Lopez (served on November 30, 2023)	4.80
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; noticed for June 4, 2024) (served on May 2, 2024)	1.20

Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Wage and Hour Practices; noticed for June 5, 2024) (served on May 2, 2024)	1.40
Draft, Review, and/or Revise Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) to Defendant (served on May 2, 2024)	4.50
Letters and Correspondence	
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Jennifer Lopez under the Private Attorneys General Act (served on December 8, 2023)	4.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendant's Counsel	9.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation	41.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing, Reviewing, and/or Revising Penalties Analysis and Calculations (submitted on May 1, 2025)	31.50
Attend Mediation Session (May 8, 2025; via Zoom Video Conference)	13.50
Review and/or Analyze Mediator's Proposal (issued May 8, 2025)	0.90
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on April 21, 2026), and Draft, Review, and/or Revise Court Approved Cover Letter	14.50
Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs, Individual Release	16.50

Fee, and Settlement Administration Costs, Declaration of Ryan Slinger in Support Thereof, Declaration of Plaintiff Jennifer Lopez in Support Thereof, and [Proposed] Order and Judgment	
Total Hours:	173.90

EXHIBIT 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Lopez vs. Covenant House California (PAGA)

Date	Payee	Expense Description	Amount
11/16/2023	U.S. Postmaster	Postage	$8.56
12/8/2023	U.S. Postmaster	Postage	$17.54
12/8/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
2/14/2024	Legal Document Server, Inc.	Attorney Service	$46.38
2/14/2024	Los Angeles Superior Court	Complaint Filing Fee	$435.00
2/23/2024	ProLegal	Attorney Service	$112.95
4/5/2024	Legal Document Server, Inc.	Attorney Service	$16.15
5/3/2024	General Logistics Systems US, Inc.	Courier Service	$16.27
5/28/2024	Legal Document Server, Inc.	Attorney Service	$16.15
8/6/2024	Steven J. Rottman, LLC	Mediation Fee	$15,000.00
10/8/2024	Legal Document Server, Inc.	Attorney Service	$17.54
10/8/2024	Los Angeles Superior Court	Stipulation & Order Fee	$20.00
10/22/2024	Legal Document Server, Inc.	Attorney Service	$17.70
5/21/2025	Legal Document Server, Inc.	Attorney Service	$18.70
5/23/2025	Legal Document Server, Inc.	Attorney Service	$20.09
5/23/2025	Los Angeles Superior Court	Stipulation & Order Fee	$20.00
6/9/2025	Legal Document Server, Inc.	Attorney Service	$18.70
6/11/2025	Legal Document Server, Inc.	Attorney Service	$18.70
7/24/2025	CPAnalytics	Data Analysis	$4,185.00
10/3/2025	Legal Document Server, Inc.	Attorney Service	$18.70
12/4/2025	Legal Document Server, Inc.	Attorney Service	$18.70
3/4/2026	Legal Document Server, Inc.	Attorney Service	$19.70
		Total:	**$20,137.53**